MULLINS LAW GROUP PLLC

Transportation Solutions for the 21st Century

2001 L Street NW
Suite 720
Washington, DC 20036

William A. Mullins
wmullins@mullinslawgroup.net
mullinslawgroup.net

Telephone: (202) 663-7850
Direct: (202) 663-7823
Facsimile: (202) 459-2115

December 6, 2024

308981

VIA E-FILING

Cynthia T. Brown
Section of Administration, Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington DC 20423-0001

ENTERED
Office of Proceedings
December 6, 2024
Part of
Public Record

Re: Richmond Waterfront Industrial Park, LLC – Petition for Declaratory Order, FD 36710

Dear Ms. Brown:

The Philadelphia Belt Line Railroad Company ("PBL") hereby provides its Reply to Richmond Waterfront Industrial Park, LLC's ("RWIP") Opening Statement, served on October 15, 2024, in the above-referenced proceeding. If there are any questions about this matter, please contact me directly, either by telephone: (202) 663-7823 or by e-mail: wmullins@mullinslawgroup.net.

Sincerely,

/s/ William A. Mullins

William A. Mullins
Attorney for Philadelphia Belt Line Railroad Company

Enclosures

cc: Parties of Record

BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC

FD 36710

RICHMOND WATERFRONT INDUSTRIAL PARK, LLC
– PETITION FOR DECLARATORY ORDER

REPLY OF PHILADELPHIA BELT LINE RAILROAD COMPANY

Eric M. Hocky
Lisa Carney Eldridge
CLARK HILL PLC
Two Commerce Square
2001 Market St., Suite 2620
Philadelphia, PA 19103
(215) 640-8500

William A. Mullins
Lauren L. Edwards
MULLINS LAW GROUP PLLC
2001 L Street, NW, Suite 720
Washington, DC 20036
Tel: (202) 663-7831

Attorneys for Philadelphia Belt Line Railroad Company

December 6, 2024

TABLE OF CONTENTS

BRIEF INTRODUCTION AND BACKGROUND ……..……1

SUMMARY OF ARGUMENT ……..…….……2

ARGUMENT ……..……..……4

I. PBL IS AN STB REGULATED COMMON CARRIER AND THE ROW TRACK IS OWNED, CONTROLLED BY, AND IS PART OF PBL'S OPERATIONS ……..…4

A. The ROW Track Was Used in Interstate Commerce and PBL Did Not Need To Construct or Operate the ROW Track Itself For the Tracks To Be Jurisdictional Tracks……...…7

II. THE ROW TRACK IS EITHER MAINLINE TRACK OR EXCEPTED SIDETRTACK, BUT IT IS CLEARLY NOT PRIVATE TRACK OUTSIDE THE BOARD'S JURISDICTION ……..……...…16

A. The ROW Track Is Not Private Industry Track Outside Of The Board's Jurisdiction …….17

B. Given That The ROW Tracks Are Not Private Tracks, The ROW Track is STB Jurisdictional Track Pursuant to Either 49 U.S.C. § 10901 or 49 U.S.C. § 10906 …….19

C. No Construction Certificate Was Needed Under The Transportation Act of 1920 Because The ROW Tracks Are Most Likel Excepted Track Pursuant to 49 U.S.C. § 10906. ……27

CONCLUSION ……27

BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC

FD 36170

RICHMOND WATERFRONT INDUSTRIAL PARK, LLC
– PETITION FOR DECLARATORY ORDER

REPLY OF PHILADELPHIA BELT LINE RAILROAD COMPANY

BRIEF INTRODUCTION AND BACKGROUND

Pursuant to the Petition for Declaratory Order ("Petition") filed on July 28, 2023, by Richmond Waterfront Industrial Park, LLC ("RWIP"), the Surface Transportation Board ("STB" or "Board") in a Decision served on May 9, 2024 instituted a declaratory order proceeding to "resolve whether the track at issue is subject to the Board's jurisdiction, and if so, whether it is main line track under 49 U.S.C. § 10901 or excepted track under 49 U.S.C. § 10906."[1] RWIP filed its Petition in response to its unsuccessful state law claim[2] to quiet title to the right-of-way and the tracks ("ROW Track" or "ROW Tracks") which are owned by the Philadelphia Belt Line Railroad Company ("PBL") and bisect the RWIP property.[3]

---

[1] Richmond Waterfront Industrial Park, LLC – Petition for Declaratory Order, FD 36710, slip op. at 2 (STB Served May 9, 2024) ("May 9 Decision").

[2] The Court of Common Pleas in Philadelphia County, Pennsylvania ("Lower Court") ruled it lacked subject matter jurisdiction to decide the issue, advising RWIP to bring this issue before the Board. RWIP appealed the Lower Court's ruling up to the Superior Court of Pennsylvania ("Superior Court"), where the Lower Court's ruling was upheld. RWIP then unsuccessfully tried to appeal the Superior Court's Opinion to the Supreme Court of Pennsylvania.

[3] RWIP acquired three parcels of land from the Rohm and Haas Company ("R&H") in 1998, which total 51.6 acres located at 5000-B Richmond St. a/k/a 2950 Kirkbride Street a/k/a 4601 and 4701 Bath Street, City of Philadelphia, Pennsylvania.

Pursuant to the Board's May 9 Decision, PBL and RWIP engaged in a period of discovery to further develop the factual background. RWIP, in conformity with the amended procedural schedule,[4] filed its Opening Statement ("RWIP Opening Statement") on October 15, 2024, arguing that the Board does not have jurisdiction over the ROW Tracks[5] owned by PBL bisecting property owned by RWIP.[6] For the reasons herein, PBL hereby submits this Reply and requests the Board to declare that the ROW Tracks are subject to this Board's jurisdiction.

SUMMARY OF ARGUMENT

RWIP continues to deny the well-established legal precedent and underlying factual background that clearly identifies PBL as a Board regulated railroad and the ROW Track as Board regulated track. Throughout this dispute, RWIP has argued that the ROW Track is "neither a line of railroad imbued with a common carrier obligation subject to 49 U.S.C. § 10901, nor an excepted 'side track' governed by 49 U.S.C. § 10906." RWIP Opening Statement at 2. RWIP has continued to assert this position in an attempt to characterize the ROW Track as private, non-jurisdictional track despite the ROW Track lacking characteristics consistent with such a determination. The ROW Tracks are clearly not private tracks, which are "non-jurisdictional track that is owned, constructed, and maintained by a shipper to serve its own facility. A person operating private track makes no holding out to serve other shippers." See

[4] See Richmond Waterfront Industrial Park, LLC – Petition for Declaratory Order, FD 36710, (STB Served November 19, 2024) (granting the unopposed motion to extend the procedural schedule and setting PBL's Reply to be due by December 6, 2024, and RWIP's Rebuttal to be due by January 6, 2025).

[5] RWIP uses the term "Easement" and "Easement Tracks" in its Opening Statement. PBL believes in good faith that it owns some or all of the ROW Tracks in fee simple and that it is not an easement. However, PBL notes that the quality of PBL's title ownership is not for this Board to decide and is merely noting this distinction to clarify terminology used in this Reply.

[6] See Exhibit A - Maps

Pinelawn, *infra,* at slip op. at 4, n. 5 (citing B. Willis, C.P.A., Inc.—Petition for Declaratory Order, 6 S.T.B. 280 (2002), aff'd sub nom., B. Willis v. STB, 51 Fed. App'x 321 (D.C. 2002)). As further evidenced throughout this Reply, the ROW Track was not built by a shipper for the purpose of serving its own facility. The ROW Track was constructed at PBL's direction, financed by PBL, owned by PBL, and used by at least two regulated carriers throughout its history. In fact, the record clearly identifies a number of characteristics of the ROW Track that, at a minimum, are consistent with a finding of excepted track under 49 U.S.C. § 10906 if not mainline under 49 U.S.C.§ 10901.[7]

Despite how this Board decides to classify the ROW Track, the threshold issue is whether the ROW Track is subject to this Board's jurisdiction. It is. As such, depending upon how the Board classifies the ROW Track, to remove the Board's jurisdiction, RWIP will have to file either a petition for declaratory order seeking to have the Board declare the §10906 ROW Track abandoned or an adverse abandonment application if the ROW Track is classified as §10901 track.[8] The factual record, which is further analyzed in this Reply, compels the finding that the

[7] In PBL's Reply in Opposition to RWIP's Petition ("PBL Reply in Opposition"), filed on August 17, 2023, PBL noted that at a minimum, the ROW Track qualifies as excepted track under 49 U.S.C. § 10906, but that it intended to establish it as a 49 U.S.C. § 10901 line. See PBL Reply in Opposition, at 12, n.26. Even if PBL had initially believed that the ROW Track is mainline track under § 10901, this belief alone is not dispositive of the nature of the track or the need for Board authority. "Rather, classification of track depends on its use and characteristics" See Tri-City Railroad Co., LLC – Petition for Declaratory Order, FD 36037, slip op. at 8 (STB Served June 1, 2017) (Tri-City). As discussed throughout this Reply, there are overlapping use and characteristics of the ROW Track consistent with that of mainline track under 49 U.S.C. § 10901 and excepted track under § 10906. Such characteristics are certainly not consistent with the characteristics of private tracks that are outside of the Board's jurisdiction.

[8] PBL notes that the purpose of this proceeding is not to decide whether the ROW Tracks have or have not been abandoned, but for determining the characterization and jurisdictional status of the ROW Tracks. Depending upon whether the Board finds the ROW Tracks to be §10901 or §10906 track will determine which future formal proceeding would be appropriate if RWIP seeks to have the tracks removed from the STB's jurisdiction. It is premature at this time to present

track at issue is subject to the Board's jurisdiction by establishing: (1) PBL is a regulated carrier with a residual common carrier obligation; and (2) the ROW Track is *not* private, non-jurisdictional track. It is owned and controlled by PBL; and therefore, the ROW Track is either mainline track under 49 U.S.C. § 10901 or excepted track under 49 U.S.C. § 10906.

ARGUMENT

I. PBL IS AN STB REGULATED COMMON CARRIER AND THE ROW TRACK IS OWNED, CONTROLLED BY, AND IS PART OF PBL'S OPERATIONS

RWIP argues that PBL "has never in its 134-year history provided any common carrier service over any of the tracks pursuant to the 1890 Ordinance."[9] However, under 49 U.S.C. § 10501, to be subject to this Board's jurisdiction and regulations, one needs to own or lease tracks, hold itself out as a carrier, and be part of the interstate commerce system. PBL, meeting all of these requirements both generally and specifically to the disputed ROW Track, is a regulated carrier and the tracks it owns are, including the ROW Track, under the STB's full jurisdiction and that jurisdiction cannot be removed without a proper proceeding.

---

evidence and discuss arguments on the issues relevant to abandonment, and it would be a violation of PBL's due process rights to rule on the abandonment issue without the proper proceeding. See, e.g., Mathews v. Eldridge, 424 U.S. 319, 333 (1976) ("The fundamental requirement of due process is the opportunity to be heard 'at a meaningful time and in a meaningful manner.'"); see also Navajo Transitional Energy Co., LLV v. BNSF Railway Co., NOR 42179, slip op. at 29 (STB Served Sept. 26, 2023) (determining that BNSF was entitled to investigate claims made by NTEC throughout the proceeding before the Board as a matter of "fundamental notions of fairness and due process.")

[9] In 1890, Philadelphia passed an ordinance ("1890 Ordinance") (See Exhibit B) granting PBL a right-of-way starting at Hartranft Street in South Philadelphia and following the general direction of the Schuylkill and Delaware Rivers to the terminus at or near Princeton Avenue in Northeast Philadelphia. See History on PBL Website. The 1890 Ordinance includes the ROW Track at issue and contains a condition known as the "Belt Line Principle" which mandates "equal, nondiscriminatory access over the PBL line to all rail carriers." See Philadelphia Belt Line Railroad Co. v. Consolidated Rail Corp., CP Rail System, and CSX Transportation, Inc, FD 32802, slip op. at 2 (STB Served July 2, 1996)(Conrail).

As an initial matter, RWIP concedes that PBL is "technically a Class III carrier." RWIP Petition for Declaratory Order at 18. This is consistent with the determinations of the ICC and this Board that have both confirmed that PBL is a Class III railroad[10] and that it "owns, controls, or has trackage rights over approximately 16.3 miles of rail line and right-of-way along Delaware Avenue on the Delaware River waterfront in downtown Philadelphia."[11] In Conrail, the Board held that PBL did not satisfy the public interests requirements of 49 U.S.C. § 11103(a) where PBL requested terminal trackage rights to reconnect the Belt Line North[12] with the Belt Line South. Interestingly, RWIP relies on the Board's analysis of PBL in Conrail as support that PBL is not a common carrier as it relates to the ROW Track, arguing that PBL did not perform common carrier operations over the ROW Track. But what RWIP's analysis of the Conrail decision ignores is that the ROW Track does not have to be §10901 "common carrier" tracks to be within the STB's jurisdiction nor did PBL actually have to operate over the ROW Track for that track to be §10906 jurisdictional track.

---

[10] See Philadelphia Belt Line Railroad Co. – Petition for Declaratory Order, FD 35345, slip op. at 1, n1., 5 (STB Served August 4, 2010) ("SugarHouse") (noting PBL is a Class III railroad incorporated in 1889 and holds the status of a common carrier). The SugarHouse decision did not hold that PBL was not an STB regulated common carrier. The SugarHouse decision merely held that the right-of-way at issue there was not subject to Board jurisdiction because the right-of-way was never used for rail purposes and no tracks were constructed on the right-of-way, and PBL did not seek post-Transportation Act of 1920 authority to construct tracks on that portion of the right-of-way. The right-of-way in SugarHouse is distinguishable from the ROW Tracks here in that the ROW Track was constructed on the right-of-way and the track has been used for rail purposes in both switching and interstate service. The status of the right-of-way in SugarHouse has no bearing on the jurisdictional status of other PBL tracks, including the subject ROW Tracks.

[11] The 16.3 miles of rail line and right-of-way discussed in Conrail includes the subject ROW Track that bisects RWIP's property.

[12] "The Belt Line North extends approximately 3 miles from Bridge Street in the north through the site of Conrail's former Port Richmond Yard to Allegheny Avenue in the south." Conrail, at 2. The tracks of the Belt Line North are inclusive of the ROW Track.

The Conrail decision did not hold that PBL was not a common carrier subject to the Board's jurisdiction. Quite the opposite. In Conrail, the Board merely denied PBL's requested remedy, but in doing so noted that "the provisions of 49 U.S.C. § 11103(a) authorize us to require a rail carrier to make its terminal facilities available for use by another rail carrier if it is practicable and in the public interest . . . . to make a case for mandatory terminal access, a party must first demonstrate that the facilities to which access is sought are part of a terminal facility. Then, the party must meet the public interest-type criteria of the statute." Id. at 12. If PBL were not a "rail carrier" subject to the STB's jurisdiction, the Board would have had no authority to even hear the case in the first place.

In fact, the statute at issue in Conrail clearly notes that it is for authorizing one rail carrier to use terminal facilities of another rail carrier. If the Board could not grant the requested remedy because PBL was not a carrier and thus did not have jurisdiction over the PBL tracks, it would not have engaged in an analysis of 49 U.S.C. § 11103(a) nor would it have acknowledged that prescribing terminal trackage rights is an "extraordinary remedy" and "[the Board's] power to prescribe them . . . . must be reserved for real cases of injury." Id. at 19. The Board, by acknowledging that the requested relief was within its power to grant or deny, is *prima facie* evidence that the Board views PBL as a common carrier subject to its jurisdiction.[13] As a "carrier" subject to the Board's jurisdiction, PBL can own, control, and operate both §10901 common carrier tracks and §10906 tracks.[14] RWIP attempts to blur the distinction and argue that

[13] Conrail was purely decided the way it was because PBL did not meet the statutory requirements for granting terminal trackage rights not on the basis that PBL was not a common carrier subject to the Board's jurisdiction.

[14] See e.g., Toledo Industrial Railroad LLC--Operation Exemption--Line in Lucas County, Ohio, FD 36381 (STB served Feb. 20, 2020)(Private industry track converted to common carrier track and carrier will also operate other tracks in the facility as excepted yard tracks and side tracks.)

because PBL did not perform common carrier operations over the ROW Track, the ROW Track cannot be STB jurisdictional track. But this is wrong. The ROW Track is owned by PBL, controlled by PBL, and was and is part of PBL's operation as a common carrier subject to the Board's jurisdiction and has been used by interstate carriers in providing interstate rail service.

A. The ROW Track Was Used In Interstate Commerce And PBL Did Not Need To Construct Or Operate The ROW Track Itself For the Tracks To Be Jurisdictional Tracks

Despite the foregoing, RWIP argues that PBL is not a common carrier subject to the Board's jurisdiction for purposes of the ROW Track because PBL employees did not construct or operate over the ROW Track; thereby incorrectly concluding that the ROW Track was not used in interstate commerce and cannot be under the STB's jurisdiction. This is incorrect for several reasons.

First, there is no federal requirement that PBL must construct or pay for the ROW Tracks in order for PBL to have a common carrier obligation on it or for the ROW Tracks to be track subject to the Board's jurisdiction. Indeed, RWIP does not cite to any precedent in support of its position that because PBL did not itself construct the ROW Track, but rather was constructed under PBL's directions and control, the ROW Track is somehow not STB (formerly ICC) jurisdictional track. Precedent supports the opposite conclusion. Thus, even if PBL did not construct the track itself, this Board has held that track does not need to be built by a rail carrier to qualify as excepted track subject to the Board's jurisdiction. See JGB Props. LLC—Pet. for Declaratory Order, FD 35817, slip op. at 8 n.11 (STB served Dec. 10, 2015) (rejecting the argument that excepted §10906 track can only be built by a rail carrier).

Second, although PBL employees did not construct the ROW Track, PBL directed, supervised, and controlled the construction of the ROW Tracks. The fact that PBL hired a third-

party contractor is neither unusual nor does it change the fact that PBL owns and controls the ROW Tracks.[15] Pursuant to the 1890 Ordinance, PBL was authorized to fund and construct its railroad and branches, which it did so through the proceeds of stock sales and subscriptions, including indirect financing for the building of the tracks by Reading in exchange for Reading's use of the ROW Tracks,[16] but PBL nonetheless directed the construction and was billed for it and thus is, and has been, the owner of the ROW Track since the beginning.

The notion that PBL was to pay – and did – is reflected in a number of documents.[17] Indeed, the agreement with the contractor Charles Campbell, dated May 4, 1891, clearly outlines that "the whole amount of money received by it from the subscription to the common stock of the Belt Line Company" is to be used for "the payment to the Contractor for the work of construction."[18]

Third, even though Reading and Conrail operated over the ROW Track throughout the decades, PBL, a common carrier subject to the Board's jurisdiction, nonetheless owns (either in easement or fee simple) the ROW Track and controls access to who can use the ROW Track and

---

[15] Herzog Contracting Corporation ("Herzog"), for example, is a well-known track construction provider, having constructed track for freight and passenger rail carriers throughout North America since 1969. The fact that carriers contract with Herzog for constructing tracks does not change or transfer ownership of the tracks. Herzog is merely a third-party contractor, and the carriers continue to maintain ownership of the tracks themselves. See Herzog Contracting Corporation Webpage.

[16] Reading provided funds used by the contractor to purchase stock and the proceeds were then used by PBL to fund the construction. See Exhibit C - Agreement between Charles Campbell and the Philadelphia Belt Line Railroad dated May 4, 1891.

[17] See Exhibit D – Construction Documentation. See PBL Construction Application, dated June 15, 1891 (noting that PBL "presents its application for the construction of a section of its railroad."); Construction Costs Paid to Charles Campbell; see also Board of Highway Supervisors approving Construction Application, dated June 24, 1891.

[18] See Exhibit C - Agreement between Charles Campbell and the Philadelphia Belt Line Railroad dated May 4, 1891, at 4.

under what circumstances. Being owned and controlled by a jurisdictional carrier, the ROW Track is certainly not private, non-jurisdictional shipper track. Indeed, PBL believes it owns a significant amount of the ROW Track real property in fee simple, which provides further evidence that the track is certainly not private track. Following the passage of the 1890 Ordinance, PBL acquired interests in various parcels on which its tracks were constructed, including those comprising the Belt Line North. PBL's review of the various title documents relating to the right-of-way at issue here found that that while portions of the ROW Tracks were conveyed from the prior property owners as easements for railroad purposes, substantial other portions of the Right-of-Way were conveyed in fee.[19]

PBL's easement and fee interests together provide a seamless Right-of-Way from Buckius Street, bisecting the Property owned by RWIP and into the lands owned by Rohm & Haas. This is confirmed by the Philadelphia City Tax Maps of June 1, 1936[20] showing the route of PBL parallel to the Delaware River extending from south of Jenks Street northward into and through the lands of Rohm & Haas and taxing such real property as PBL owned and controlled rail property.

[19] See Exhibit E – Title Documents. On December 1, 1894, Nathaniel B. Boyd conveyed to PBL **in fee** a right-of-way through his property commencing from the line of Bridge Street southerly to the strip conveyed by easement in two deeds by John P. Wood dated October 11, 1894, a length of 88+/- feet having a width of 33 feet. ("Boyd Fee Conveyance"). On October 31, 1907, J. Pemberton Ellis conveyed to PBL **in fee** a right-of-way commencing from Reynolds Street on the south extending northeasterly 245+/- feet having a width of 33 feet. (Recorded November 11, 1907, in Deed Book WSV 924, page 340.). This filled the gap between an easement provided by John P. Wood and the Boyd Fee Conveyance.

[20] See Exhibit A – Maps.

Not only is the real property owned and controlled by PBL, PBL also owns and controls the ROW Track itself. Indeed, RWIP concedes that the ROW Track is owned by PBL,[21] which it describes as a "railroad corporation."[22] RWIP, in highlighting the extensive history of PBL, notes that "in the late 1800's numerous interstate railroads operated in [Philadelphia]."[23] The ROW Track has an expansive history dating back 134 134 years. While the ROW Tracks have been used for a number of things over their lifetime – including loading, unloading, and switching operations –the ROW Track has been consistently used by rail carriers in interstate commerce since the track was first constructed prior to 1920.

Although RWIP makes much of the fact that PBL never operated over the ROW Track itself, that does not remove such tracks from ICC/STB jurisdiction. PBL did not need to operate its own trains for PBL to be considered a common carrier under the STB's jurisdiction nor did it for the tracks to be owned by PBL and jurisdictional tracks. ICC and STB precedent is awash in instances where public bodies have acquired lines in which they never themselves operated over but are nonetheless considered jurisdictional carriers and their tracks subject to the Board's jurisdiction. See e.g., City and County of Denver – Acquisition Exemption – Western Stock Show Association in the city and County of Denver, Colo., FD 36157 (STB Served Aug. 9, 2018)(holding that the City and County of Denver acquired a common carrier obligation when it purchased real property underlying 1.2 miles of railroad despite never itself operating the lines); see also City of Austin, TX – Acquisition – Southern Pacific Transportation Co., FD 30861(A)

[21] RWIP itself says that it "purchased the Property subject to an existing railroad right-of-way." Wolf V.S. at 1-2. Although it might be more accurate to say that RWIP purchased property on either side of the ROW.

[22] RWIP Opening Statement at 6.

[23] Id.

(ICC Served Oct. 23, 1986) (holding that the City of Austin, TX is a carrier subject to the jurisdiction of the Commission regardless of whether it operates the line itself or arranges by contract for someone else to operate it). PBL is comparable to the non-operating public bodies in that it has "served as a facilitator for contract rail service" over the ROW Track it owns.

Fourth, another indication that the tracks are jurisdictional tracks is that even though PBL itself has not operated over the ROW Tracks, the ROW Track has been used in interstate commerce by other railroads as jurisdictional common carrier track. From 1891 until 1976, the Philadelphia and Reading Railroad Company ("Reading") held the contractual rights to operate the ROW Tracks.[24] Eventually, Reading's rights were assumed by Conrail in 1976. Reading and Conrail clearly engaged in common carrier operations along the ROW Tracks under these agreements as both entities had the rights and obligations to "use, occupy, and enjoy" the newly constructed track along with other railroads if they paid a proportionate share of "the costs, expenses and liabilities,."[25] From 1967 to 1977, PBL leased the ROW Tracks to Rohm & Haas Company ("Rohm & Haas" or "R&H") to allow R&H to move its own rail cars over the ROW Tracks and to place them for interchange, See PBL/R&H Leases: dated January 6, 1967 (#1436-A); dated Augus 14, 1973 (#1436-D),[26] and dated October 31, 1977. Leasing the ROW Tracks to Rohm & Haas did not suddenly remove the ICC jurisdictional nature of the ROW Track and RWIP did not point to single precedent supporting that theory. Indeed, in the leases with Rohm & Haas, PBL preserved the underlying status of the tracks and its common carrier obligations by

[24] Reading entered into an agreement dated May 4, 1891, granting it various contractual rights (1891 Use Agreement). This agreement and the rights and obligations set forth in it were eventually transferred and assumed by Conrail. See Exhibit F – 1891 Use Agreement.

[25] Id.

[26] See Exhibit G – PBL/R&H Leases.

reserving the right to cancel the leases if the ROW Track was ever needed for common carrier service. See Agreement #1436-A, §3 (Exhibit G).

Fifth, just because PBL itself did not ever consummate its requested authority to operate common carrier operations over the ROW Track does not mean that the tracks themselves were never considered common carrier tracks. As noted, the ROW Track was used in interstate commerce. RWIP relies on Petition of the Philadelphia Belt Line Railroad Company Under 49 U.S.C. § 10505 for Exemption of the Proposed Transaction from Provisions of 49 U.S.C. § 10901, FD 29517 (ICC Served April 10, 1981)(PBL Exemption Action) to try and show that the ROW Track was not used in interstate commerce and PBL lacks a common carrier obligation. But that case is not dispositive of the nature of the ROW Track itself, it simply speaks to whether PBL itself ever operated common carrier service over them.[27]

In PBL Exemption Action, the ICC gave authority for PBL to operate over the ROW Track and gave PBL the right to initiate service on the entire length of the route. Through subsequent decisions, the ICC indefinitely extended PBL's consummation of this exemption. RWIP incorrectly concludes that since PBL did not consummate the authority granted by the ICC in the PBL Exemption Action, that it must mean the ROW Tracks are non-jurisdictional and PBL does not hold residual common carrier obligations. The fact that PBL did not consummate this authority so that PBL itself could operate over them as §10901 common carrier tracks does not mean that the tracks themselves were not ICC/STB jurisdictional tracks. They were. The tracks were built with PBL funds, under the direction of PBL, controlled by PBL, and used in interstate

[27] As noted earlier, many public bodies have acquired rail lines but have never operated over themselves. The failure of the public body to operate over the tracks themselves does not mean that the tracks are not common carrier tracks, especially when other carriers operated over them in providing common carrier service, much like what has occurred for decades in this instance.

commerce by rail carriers in providing common carrier service. As such, the ROW Track has the status of common carrier track, even though PBL itself may never have provided common carrier service over the track itself.[28]

RWIP argues that because PBL never consummated this exemption, PBL does not have common carrier obligations over the ROW Tracks are therefore the tracks are non-jurisdictional. However, the fact that PBL has not consummated this exemption does not mean that the operating authority granted by the ICC in the PBL Exemption Action was discontinued or abandoned, it merely means that PBL has not consummated the exemption that would confirm the ROW Track as mainline track under § 10901 tracks for PBL's potential operations. The consummation has no bearing on PBL's status as a regulated carrier or the jurisdictional nature of the ROW Track itself. It may go to the issue of whether such tracks are §10901 tracks or §10906 tracks with respect to PBL, but not to the jurisdictional question itself.

RWIP misconstrues the meaning of consummation in the PBL Exemption Action by employing an all-or-nothing approach, i.e., if PBL never consummated its common carrier authority, how can the ROW Track be jurisdictional track? But this ignores the fact that PBL could own, control, and lease the ROW Track pursuant to §10906 and that other carriers could operate over them (via haulage rights, for example) in providing common carrier service.

[28] As discussed further below, even if not common carrier tracks for PBL's purposes, this simply means that such tracks were §10906 tracks with respect to PBL. As such, neither PBL nor any of the other railroads would have needed ICC/STB authority to operate them as part of interstate commerce but to do so under §10906. Further, being constructed prior to 1920, PBL was not required to obtain post-1920 authority to use, control, and own §10906 tracks. PBL would only have needed post-1920 authority if it were to operate such tracks itself as §10901 common carrier tracks, and PBL sought that authority in PBL Exemption. The fact that PBL never consummated that common carrier authority may mean that PBL did not provide common carrier service over them, but other carriers did. As such, the tracks are properly classified as common carrier tracks, or, at a minimum, they are §10906 tracks.

Consummation would have only broadened the Board's regulatory authority with respect to PBL's operations. RWIP fails to understand that foregoing consummation does not impact PBL's status as a common carrier subject to the Board's jurisdiction. The failure to exercise its authority to operate as a common carrier over the specific ROW Track does not mean that the ROW Track was never jurisdictional in the first place.

Nor does the fact that the ROW Track was used in service via haulage agreements likewise mean that the ROW Track was not jurisdictional track. In Philadelphia Belt Line Railroad Co. – Petition for Declaratory Order, FD 35345 (STB Served August 4, 2010) (PBL Declaratory Order), PBL entered into a haulage agreement with other carriers. RWIP incorrectly assumes that because Board approval was not needed for a haulage agreement in PBL Declaratory Order, then the subject ROW Tracks are therefore outside of the Board's jurisdiction. This analysis of haulage agreements is mistaken. The notion that haulage agreements do not require Board authority does not have any bearing on the jurisdictional status of tracks or PBL in which these haulage agreements cover. The Board has long held that approval is not needed for haulage agreements because "it does not implicate either the control of a line of railroad, the transfer of a common carrier obligation, or the operating of one carrier over the tracks of another." Id. at 2. This precedent directly contradicts RWIP's assertion, as it acknowledges that PBL indeed has a common carrier obligation over the ROW Track. The fact that it entered into a haulage agreement in which the Board does not need to authorize does not remove PBL's residual common carrier obligation on the tracks or the common carrier status of the tracks themselves. It merely meant that PBL allowed other common carriers to also use the tracks to provide common carrier service via haulage agreements.

Nor does the fact that PBL leased the tracks to Conrail and Conrail did not obtain STB authority for that lease mean that the tracks were not subject to the STB's jurisdiction. In Conrail, PBL entered into a "10-year lease agreement giving Conrail 'exclusive use' of the Belt Line North property." Conrail, at 2-3. But that does not mean that the ROW Track was not jurisdictional track, especially given that the lease was precisely for the types of operation that fall under §10906, i.e., switching, loading, staging, interchanging. There is nothing inconsistent with the notion that Conrail could use the tracks in switching operations where in the past such tracks were used in common carrier service. The lease to Conrail does not remove the tracks from STB jurisdiction.

Additionally, PBL's activities in Philadelphia and its role in the interstate rail network have been directly noted as "for the benefit of interstate carriers such as the Reading Company and the Penn Central Railroad." See Phila B. L. R. Co. v. Holt Hauling & Warehouse Sys., Inc., 57 Pa. D. & C.2d 700, 700-01 (C.P. 1972). PBL entered into a number of agreements concerning the use of the ROW Track. All of the agreements in which PBL entered into pertaining to the ROW Tracks were subject to the Belt Line Principle, which, as previously noted, "mandates equal, nondiscriminatory access over the PBL line to all rail carriers." Conrail, at 2. RWIP argues that the Belt Line Principle conflicts with rail carriers obligations under 49 U.S.C. § 11101(a) because it "obligates interstate rail carriers to place the commercial interests of Philadelphia businesses over the needs of the carrier's other customers [who] no doubt had or have facilities located outside of Philadelphia." RWIP Opening Statement, at 25-6. However, no shipper on the ROW Track has ever brought a complaint pursuant to the Belt Line Principle alleging anticompetitive harm, unreasonable rates, or failure to interchange traffic. Conrail, at 15. In fact, none of the agreements pertaining to the ROW Track – which contain the Belt Line Principle— transferred

PBL's interests or common carrier obligations to a different carrier. So long as the ROW Tracks are not formally abandoned, PBL will continue to own and control jurisdictional track.

For all of the above reasons, it is clear that the ROW Track is jurisdictional track. The fact that PBL itself may not have operated over the ROW Track itself as a common carrier does not remove the ROW Track from falling under the Board's jurisdiction. It is clear that PBL is a common carrier subject to the Board's jurisdiction. The Board has acknowledged as such and PBL also has all of the indicia of a carrier. For example, PBL published freight rail service and switching tariffs offering over the Belt Line, which includes the subject ROW Track traversing the RWIP Property. See Exhibit H – Tariffs. As reflected in the National Archives indices, PBL as a rail carrier and rail line owner subject to the ICC's jurisdiction, was subject to the requirement to conduct a valuation of its system and required to file its valuation maps with the ICC in 1915. PBL was part of the valuation system – val maps – which is only done if the carrier was an ICC regulated carrier. Being a common carrier subject to the Board's jurisdiction, PBL can own and control both §10901 track and §10906 track. RWIP's notion that if a track is not common carrier track, that it somehow must be non-jurisdictional track is not supported by the law or the facts. The same track can be used for §10906 service for one carrier and §10901 service by other carriers as the ROW Track has been so used for over 134 years. The tracks are clearly jurisdictional tracks.

II. THE ROW TRACK IS EITHER MAINLINE TRACK OR EXCEPTED SIDETRACK. BUT IT IS CLEARLY NOT PRIVATE TRACK OUTSIDE THE BOARD'S JURISDICTION

Here, having established that PBL is a common carrier, that PBL owns (either in easement or fee simple) the real property underlying the ROW Track, paid for and controlled the building of the ROW Track, owns the ROW Track, and controlled who and when the ROW

Track would be used and how, the question then becomes precisely the one asked by the Board: is the ROW Track §10901 track, §10906 track, or somehow is private owned track outside of the Board's jurisdiction. Although the ROW Track has indicia of being common carrier track, as noted above, it also has the indicia of §10906 track. What is entirely clear, however, is that the ROW Track is not private track that is outside of the STB's jurisdiction.

The characterization of the track controls the issue of this Board's jurisdiction and the scope of its regulatory authority. There are three ways for track to be classified, which is determined by the use and characteristics of the track. The three track classifications are: (1) private track, which appears to be the position RWIP has taken simply on the basis that PBL itself never operated over the ROW Track as common carrier track; (2) mainline track pursuant to 49 U.S.C. § 10901; and (3) excepted track pursuant to 49 U.S.C. § 10906.

A. The ROW Track Is Not Private Industry Track Outside Of The Board's Jurisdiction

In order for RWIP's assertion to be correct that the ROW Track is not subject to the Board's jurisdiction, the ROW Track would have to be classified as private track. There is not a single precedent, however, supporting the notion that a rail carrier that is subject to the Board's jurisdiction, which PBL clearly is, can own and control private track outside of the Board's jurisdiction. Indeed, a rail carrier subject to the Board's jurisdiction either owns and controls either §10901 or §10906 track, but not private industry track, which is shipper owned.[29] The Board has defined non-jurisdictional private track as track that is "used by the track's owner for movement of its own goods (either by utilizing its own equipment or by contracting for service),

[29] The Board has recognized that a railroad can be a private railroad not subject to the Board's jurisdiction and thus own and control private track, see B. Willis, but PBL is not a private railroad. PBL is a regulated common carrier railroad subject to the Board's jurisdiction.

and there is no common carrier obligation to serve other shippers that might locate along the line." See B. Willis – Petition for Declaratory Order, 6 STB 280, 281 (2002), reh'g denied sub nom. B. Willis v. STB, 51 Fed. App'x 321 (D.C. Cir. 2003); see also Allied Erecting & Dismantling Co. v. STB, 835 F.3d 548, 550 (6th Cir. 2016)." Tri-City Railroad slip op. at 6. While RWIP has taken the position that the ROW Track is non-jurisdictional private track, it has directly contradicted this point and acknowledged that PBL, in its 134-year history, "has served as a facilitator for contract rail service provided by actual operating railroads." RWIP Opening Statement, at 7. Indeed, PBL's governing principle is that its tracks be made available to all common carrier railroads – a principle that has been adhered to over PBL's 134 year history.

Here, the ROW Track was never used by PBL for movement of PBL's own goods.[30] Rather, the contracts have been for the benefit of the operating railroad. In fact, PBL Exemption Action, discussed *infra,* outlines a number of instances where the ROW Track was used in interstate commerce, noting that "approximately 2,894 carloads" were transported "annually, of predominantly chemicals, intermodal containers, and import-export freight." PBL Exemption Action, at 1-2.[31] PBL merely controlled the use of the tracks, not the shippers or industrial facilities. Given that the ROW Track is not owned or controlled by a private, non-jurisdictional railroad, has not been used by PBL for movement of its own goods – but has served a number of shippers and been used in interstate commerce by other regulated common carriers, the ROW

[30] Indeed, as discussed later in this Reply, the ROW Tracks in question have been continuously used in and/or is being actively marketed for rail transportation in interstate commerce. RWIP itself admits that the track was used for rail purposes as recently as 2009. RWIP Opening Statement at 5-6 (noting that PBL leased the ROW Tracks "to R&H for its own use using its own railroad equipment, which use continued until R&H sold its facility to Dow Chemical Company in 2009"). Id.

[31] See also, Conrail at 2 noting that approximately 2900 annual carloads are handled on the Belt Line North.

Tracks are clearly not private tracks. The ROW Tracks must be either mainline track under § 10901 or excepted track under § 10906, both of which are imbued with this Board's jurisdiction.

B. Given That The ROW Tracks Are Not Private Tracks, The ROW Track Is STB Jurisdictional Track Pursuant To Either 49 U.S.C. § 10901 Or 49 U.S.C. § 10906.

Under 49 U.S.C. § 10901, "mainline track is within the Board's jurisdiction and is subject to the entry licensing requirements of 49 U.S.C. § 10901. Excepted track, on the other hand, is also within the Board's 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." See Jersey Marine Rail—Pet. for Declaratory Order, FD 36063, slip op. at 2 n.3 (STB served Jan. 30, 2017); Brazos River Bottom Alliance—Pet. for Declaratory Order, FD 35781, slip op. at 4 (STB served Feb. 19, 2014). In determining whether a particular track is mainline subject to Board licensing or excepted track, the agency and courts consider the track's intended use, physical characteristics, relationship to the rail system, and history. See JGB Props., FD 35817, slip op. at 6-7; ParkSierra Corp.—Lease & Operation Exemption—S. Pac. Transp. Co. (ParkSierra), FD 34126 et al., slip op. at 5 (STB served Dec. 26, 2001).

Under 49 U.S.C § 10906 "[t]he STB does not have authority . . . over the construction, acquisition, operation, abandonment, or discontinuance of spur, industrial, team, switching, or sidetracks." Such track is often referred to as excepted track or ancillary track. See Tri-City R.R. – Petition for Declaratory Order, FD 36037, slip op. at 4 (S.T.B. served June 1, 2017). To determine whether track is §10906 track, the Board's decisions have relied on certain indicia, including the length of the track; whether it serves more than one shipper; whether it is stub-ended; whether it was built to penetrate new markets; whether the shipper is located at the end of the track; whether there is regularly scheduled service; traffic volume; who owns and maintains the track; whether the track was constructed with light-weight rail; the condition of the track;

what the track is used for (e.g., switching, loading, and unloading); and whether there are stations on the track." Id. Here, the use and characteristics of the ROW Track could be considered as mainline track, but more likely, §10906 track.

1. The ROW Track Has Indicia Of Being §10901 Track.

There is evidence that the ROW Tracks are part of a line of railroad, and that PBL is a common carrier and/or holds residual common carrier authority with respect to the ROW Track. Pursuant to the Belt Line Principle in the 1890 Ordinance, the ROW Tracks were made available to various common carrier railroads including the Philadelphia & Reading Railroad (later known as the Reading Company, together "Reading"), which became part of the interstate rail network through the connection to the Reading system of rail lines.[32] Indeed, RWIP in describing the history of PBL and the ROW Track, notes that "in the late 1800's numerous interstate railroads operated in the City and its surroundings." Id. at 6; "These include, inter alia, Pennsylvania Railroad (later merged with the New York Central to become "Penn Central," which railroad later merged with other railroads to become "Amtrak" [sic]). These also include Philadelphia & Reading Railroad, later renamed Reading Railroad Company, then Reading Company, which merged with other companies to become Consolidated Rail Corporation ("Conrail")." Id. at n.11.

The fact that Reading may have had a contract with PBL to operate and provide service over the tracks does not indicate in any way that PBL did not itself have a residual common carrier obligation with respect to the ROW Track so that the tracks are common carrier tracks

[32] It is difficult to understand how RWIP in one sentence identifies the Belt Line North as an "isolated segment", and in the next acknowledges that PBL tracks connect with the tracks operated by the predecessors of Conrail and the interstate rail network. RWIP Opening Statement at 10-11. Indeed, approximately over 6,000 carloads of ethanol from Cedar Rapids, Iowa and approximately 4,000 carloads of paper products are currently moved annually through the Port of Philadelphia's Tioga Terminal on the Belt Line North. The ROW Track is part of the Belt Line North.

with respect to PBL. The tracks were certainly common carrier tracks with respect to Reading. The Belt Line North tracks, including the ROW Track, can also be considered as common carrier tracks as well for all of the reasons cited above: they are owned by PBL, a Board regulated carrier and all of the indicia of a carrier; PBL oversaw the construction of the track; PBL controlled who operated over the track; PBL owns the underlying real property underneath the ROW Track; the ROW Track was used in interstate common carrier service by other regulated carriers for over 134 years; and the connecting Belt Line North tracks are currently being used in interstate commerce, including the ROW Track. As with other public bodies that own and control rail property but do not operate the trains themselves, the public body (i.e., PBL) nonetheless maintains a residual common carrier obligation to provide service over its owned tracks in the event its contract operators do not. The fact that PBL may have entered into a contract with other railroads to fulfill its common carrier obligation and never operated itself does not mean that the ROW Track is outside of the Board's jurisdiction – quite the opposite. In the event the contract carriers did not perform the service, the public body, PBL, would have had to provide the common carrier service over the ROW Track. Here, the PBL owned ROW Track was continuously operated by Reading, a common carrier, through 1976 when under the Final System Plan, Conrail took over Reading's operations of the PBL tracks.

As discussed above, the fact that in 1981, due to challenges to PBL's authority (whether justified or not), PBL sought and received authority to operate the entire length of its lines of railroad including the Belt Line North as a common carrier rail carrier (or to retain another carrier to operate the lines on its behalf) but never "consummated" that authority does not mean that the tracks themselves are not §10901 tracks. While initially PBL was only given a year to consummate this authority, the ICC later extended the period for consummation indefinitely.

PBL Exemption Action.[33] As discussed throughout this Reply, even if the ICC authority has not been consummated, PBL continues to hold the rights to operate common carrier services in its own name and PBL also continues to have a residual common carrier obligation over the ROW Track.

The 1996 decision in Conrail also does mean the tracks are somehow not common carrier tracks. Indeed, that decision supports the notion that the tracks should be considered §10901 tracks. The Board denied PBL the relief requested for terminal trackage rights over Conrail's tracks to connect the Belt Line South and the Belt Line North, but in the background of the decision the Board acknowledged:

- PBL is a Class III railroad (indicating it is subject to Board jurisdiction)
- PBL owns, controls or has trackage rights over approximately16.3 miles of rail line and right of way – including the Belt Line North between Bridge Street and Port Richmond Yard (which includes the segment at issue).

[33] It is unclear why in the course of the proceeding the ICC found that the PBL tracks and Readings operations were not covered by the exemptions under the Transportation Act of 1920 (the "1920 Act"). RWIP concedes that the ROW Track was constructed prior to the passage of the 1920 Act and that tracks constructed and operated by existing railroad carriers prior to the 1920 Interstate Commerce Act were grandfathered under Section 402. See RWIP Opening Statement at 23-24. Section 402 of the 1920 Act amended the Interstate Commerce Act to add in new section 1(18) that a carrier by railroad only needed to obtain a certificate from the ICC as follows: "After ninety days after this paragraph takes effect no carrier by railroad subject to this Act shall undertake the extension of its line of railroad, or the construction of a new line of railroad, or shall acquire or operate any line of railroad, or extension thereof, or shall engage in transportation under this Act over or by means of such additional or extended line of railroad …" (Emphasis added.) That the PBL track (including the ROW Track) were constructed prior to the 1920 Act is confirmed by PBL's preparation and filing of valuation maps with the ICC as required under the Valuation Act of 1913 and which can be found in the National Archives. The Valuation Act required the ICC to assess the value of all property owned or used by every common carrier subject to the Act, and for the ICC "to ascertain and report in detail as to each piece of property owner or used by such common carrier…" In furtherance of this objective, the Valuation Act went on to provide that every common carrier subject to the provisions of the Act furnish the commission or its agents as the commission may require maps and other records and documents.

- In 1996, there were 10 shippers served by the Belt Line North and nearly 2,900 carloads being handled annually (demonstrating the tracks were being used to provide common carrier service at time of the Conrail decision).[34]

The ROW Tracks have all the characteristics of §10901 track: (1) it has served shippers in the past; (2) has been used by other carriers in interstate and common carrier service; (3) has the future potential to be used by PBL either directly or indirectly through lease agreements to serve now dormant former or future multiple shippers;[35] (4) has a long history of being used to provide service to shippers in the City of Philadelphia;[36] and (5) is owned and controlled by PBL, a recognized common carrier who has published tariffs and a residual common carrier obligation, and are connected to, and part of, the Belt Line North system that today has a significant amount of interstate common carrier traffic[37]. Indeed, since it was constructed as a "line of railroad," under Board (and ICC) precedent, the ROW Track remains a "line of railroad" until PBL is authorized under 49 U.S.C. 10903 (and its predecessors) to abandon it. It should not

[34] In Conrail, the Board clearly noted that the Belt Line North, which encompasses the ROW Tracks, served 10 shippers, including "GATX Terminals, Rohm & Haas, Tioga Terminal, Franklin Smelting, Neatsfoot Oil Refineries, Lumber and Millwork, and the City of Philadelphia." Conrail, at 1. Indeed, in 2023 and 2024 approximately 10,000 carloads were handled on the PBL Belt Line North.

[35] AdvanSix (located adjacent to the former Rohm & Haas property) ships significant chemical volumes via motor carrier to Kinder Morgan's rail served liquid transfer terminal located on PBL at Port Richmond. PBL has engaged in conversations with AdvanSix in the past regarding potentially utilizing the PBL Belt Line North, including the ROW Tracks. While there are currently no negotiations underway with AdvanSix, it is possible that PBL and AdvanSix may enter into an agreement in the future.

[36] The ROW Track was built pursuant to the 1890 Ordinance, which was used to promote the City of Philadelphia's commercial goals and objectives, thus penetrating new markets. Growth in the City's commercial industry results in economic growth not just intrastate in nature, but extended PBL's tracks for the purpose of providing interstate commerce as shippers transported commodities in and out of the City. The ROW Tracks have often been a part of these larger interstate operations ever since.

[37] Clearly, the rest of the Belt Line North system consists of active common carrier track. It makes no sense that those tracks are common carrier tracks, but the ROW Track, that directly connects with those tracks would somehow be non-common carrier tracks.

matter that PBL itself has never actually conducted its own common carrier operations over the line for the ROW Track to be considered a common carrier "line of railroad."

2. The ROW Track Also Has Indicia Of Being §10906 Track.

If the Board finds that the ROW Track is not §10901 track, then, being jurisdictional tracks owned and controlled by PBL, an STB regulated carrier, the ROW Track must then be §10906 track. Indeed, the ROW Track does have characteristics that support the conclusion that it is excepted track based on the various indicia used by the Board in previous cases. First, the track is less than 2 miles in length,[38] is stub-ended, and has no mileposts. See ParkSierra, FD 34126 et al., slip op. at 6 (finding that 1.7-mile track is ancillary).

The fact that PBL has also leased the tracks in the past to Conrail for Conrail to use in switching services, and Conrail did not obtain STB authority for that lease, supports the notion that both PBL and Conrail believe the tracks to be §10906 tracks – at least with respect to Conrail's operations. In fact, PBL and Conrail currently have an Operating Lease Agreement in place that was entered into in 2014 with a termination date of December 2028. (2014 Operating Agreement).[39] RWIP relies on the 2014 Operating Agreement and the language that the agreement does "not require approval by the STB nor will any STB approvals be sought for Conrail to operate pursuant to this Agreement." 2014 Operating Agreement, § 12. RWIP argues that this language "constitutes an expression by PBL (and Conrail) of its understanding that STB does not have jurisdiction over the [ROW Tracks]," thus suggesting they are private, non-jurisdictional tracks. RWIP Opening Statement, at 20, n. 44. This assumption is not correct. The

[38] The ROW Track has consistently been described as "2,716-foot long, 33-foot wide right-of-way." See Special Warranty Deed dated December 22, 1998, and recorded at D 0928 349 in the Philadelphia Recorder of Deeds Office. See Exhibit I – Special Warranty Deed

[39] See Exhibit J – 2014 Operating Agreement.

fact that the 2014 Operating Agreement includes this specific language does not show that the tracks are not jurisdictional, but actually shows that both PBL and Conrail viewed the tracks as jurisdictional §10906 tracks.

The 2014 Operating Agreement covers switching operations, which, much like the previously discussed haulage agreements, do not require Board approval. As Section 10906 track, the tracks remain subject to the STB's jurisdiction, but the operations of such track did not require STB approval. See Pinelawn Cemetery – Petition for Declaratory Order, FD 35468, slip op. at 16-17 (STB Served April 21, 2015) (noting that excepted track under 49 U.S.C. § 10906 "is statutorily excepted from the entry and exit licensing requirements of 49 U.S.C. §§ 10901-10905, as well as the sales and acquisition licensing requirements of 49 U.S.C. §§ 11321 et seq. Nevertheless, because it is part of the national rail system, excepted track is subject to federal regulation.")("Pinelawn").

The lack of STB approval for the Conrail lease supports this view. Indeed, Section 10906 has a longstanding history of statutorily exempting switching and sidetracks from the entry and exit requirements of 49 U.S.C. §§ 11321-11326. See Allied at n. 6. "Certain rail track, however, can be added or removed from the system without a license from the Board. Specifically, many rail operations require additional trackage for loading, reloading, classification, storage, and switching operations that are "incidental to, but not actually and directly used" in the carrier's line-haul transportation. Nicholson v. ICC, 711 F.2d 364, 367-68 (D.C. Cir. 1983) (quoting Detroit & Mackinac Ry. v. Boyne City, 286 F. 540, 546 (E.D. Mich. 1923)).

RWIP suggests that the removal of tracks adjacent to and beyond the ROW Track and RWIP property is notable and supports the belief that the ROW Track is non-jurisdictional.

RWIP Opening Statement, at 29. However, this only further supports the notion that these could be considered excepted tracks. The fact that Board authority is not needed to remove tracks classified under § 10906 is most likely the reason why the track north of the RWIP Property and ROW Track was removed without PBL seeking formal abandonment authority. See Pinelawn, *supra,* at 19-20; citing The Great Walton Railroad Company – Petition for Declaratory Order, AB 1242 (Sub-No. 1) (STB Served June 23, 2020) "In particular, if GWRC is able to establish a property interest in the land underlying the runaround track in either state proceeding, GWRC would be free to reconstruct the § 10906 runaround track regardless of whether it had previously been removed from the interstate rail system). Indeed, the ROW Track has indicia of excepted sidetrack under 49 U.S.C. § 10906 and is therefore, subject to this Board's jurisdiction.

The facts here are akin to those in Pinelawn, where the Board found that the railroad could not be forced off of its § 10906 track on the property "unless it seeks and receives a ruling from the Board concluding that the property is not needed as part of the national rail system" Id. at 2. In Pinelawn, the Board found that the track was excepted track under § 10906. There, the track was not being used by a rail carrier, but the track was owned by a railroad and had been used in the past by a railroad. Similarly, here, PBL owns the track even though it does not itself use the track. The Board specifically noted that the track in Pinelawn, despite being used for transloading operations pursuant to an agreement "is nothing like a situation where a shipper builds track on its own property solely to bring its own traffic to main line for line-haul transportation." Id. at 8. As has been established, the ROW Track was not built by a shipper and was not, until recently, used by a shipper to bring its own traffic to/from interchange. Here, until recently, numerous shippers and railroads used the ROW Tracks within the Belt Line North. The fact that the ROW Track was eventually leased by PBL to Rohm & Haas for its use to bring its

own cars to/from interchange does not change its status as PBL-owned and controlled- §10906 track into to non-jurisdictional private track, especially when PBL retained the right to cancel the lease and use the track for either §10901 or §10906 operations.

C. No Construction Certificate Was Needed Under The Transportation Act of 1920 Because The ROW Tracks Are Most Likely Excepted Track Pursuant To 49 U.S.C. § 10906.

RWIP also incorrectly interprets Section 402 of the Transportation Act of 1920.RWIP alleges that Section 402 of the Transportation Act of 1920 "required that after its passage a railroad conducting common carrier operations must seek a certificate of public convenience and necessity" and that "there is no evidence that PBL sought such a certificate." RWIP Opening Statement at 22-3. RWIP is incorrect that PBL was required to obtain a PC&N certificate for the ROW Track after passage of the Act. Neither Section 402 of the Transportation Act of 1920 nor its "grandfathering" provision support RWIP's assertion on the jurisdictional status of the ROW Track because Section 402 only matters if PBL wanted to *construct* any track after 1920. The ROW Track was constructed prior to 1920 and thus the certification requirement of Section 402 is not determinative of the ROW Track's jurisdictional status. The ROW Track did not need any post-1920 Act authority. It was built before the Act and was being used by interstate railroads in interstate commerce at the time of the Act. Having already been ICC jurisdictional track, no additional authority was needed – regardless of whether it is considered §10906 or §10901 track.[40]

CONCLUSION

[40] "No regulatory authority was necessary because the Interstate Commerce Commission (ICC) (the Board's predecessor) did not obtain licensing authority until 1920. Transportation Act of 1920, 41 Stat. 456, 477 (1920). Moreover, as the Yard contains only excepted track, it would not have been subject to ICC or STB licensing in any event. 41 Stat. at 477-78." Pinelawn, at slip op. 8, n. 22.

RWIP denies the well-established legal precedent and underlying factual background that clearly identifies PBL as a Board regulated railroad and the ROW Track as Board jurisdictional track. A rail line is either private industry track not subject to the STB's jurisdiction, a "line of railroad" under §10901 (i.e., common carrier track), or spur/industry track under §10906. The PBL owned and controlled ROW Track is not private tracks, which are "non-jurisdictional track that is owned, constructed, and maintained by a shipper to serve its own facility." B. Willis. The ROW Track was not built by a shipper for the purpose of serving its own facility. Here, there is no question that PBL is a common carrier subject to the Board's jurisdiction. As such, PBL track is either §10901 track or §10906 track. With respect to the ROW Track, it was constructed at PBL's direction, financed by PBL, owned by PBL, controlled by PBL, used by numerous regulated carriers throughout its history, and is part of the Belt Line North that has a substantial amount of active traffic. As such, the ROW Track is clearly jurisdictional.

Despite how this Board decides to classify the ROW Track, the threshold issue is whether the ROW Track is subject to this Board's jurisdiction. It is. As such, depending upon how the Board classifies the ROW Track, RWIP will have to file either a petition for declaratory order seeking to have the Board declare the §10906 ROW Track abandoned or an adverse abandonment application if the ROW Track is classified as §10901 track. The factual record, which is further analyzed in this Reply, is clearly consistent with the finding that the track at issue is subject to the Board's jurisdiction by establishing: (1) PBL is a regulated carrier with a residual common carrier obligation; and (2) the ROW Tracks are *not* private, non-jurisdictional tracks. They are owned and controlled by PBL; and therefore, they are either mainline track under 49 U.S.C. § 10901 or excepted track under 49 U.S.C. § 10906.

Respectfully submitted,

/s/ William A. Mullins

William A. Mullins
Lauren L. Edwards
MULLINS LAW GROUP PLLC
2001 L Street, NW, Suite 720
Washington, DC 20036
Tel: (202) 663-7831

Attorneys for Philadelphia Belt Line Railroad Company

Eric M. Hocky
Lisa Carney Eldridge
CLARK HILL PLC
Two Commerce Square
2001 Market St., Suite 2620
Philadelphia, PA 19103
(215) 640-8500

December 6, 2024

VERIFICATION

I, Henry F. Reichner, hereby verify under penalty of perjury under the laws of the United States that I am the President of the Philadelphia Belt Line Railroad Company (PBL) and that I am an officer duly designated and qualified to verify the facts stated in this reply. I have knowledge of the matters contained herein as they pertain to PBL, and the statements made herein with respect to PBL are true and correct to the best of my knowledge, information and belief.



Henry F. Reichner
President
Philadelphia Belt Line Railroad Company

Dated: December 6, 2024

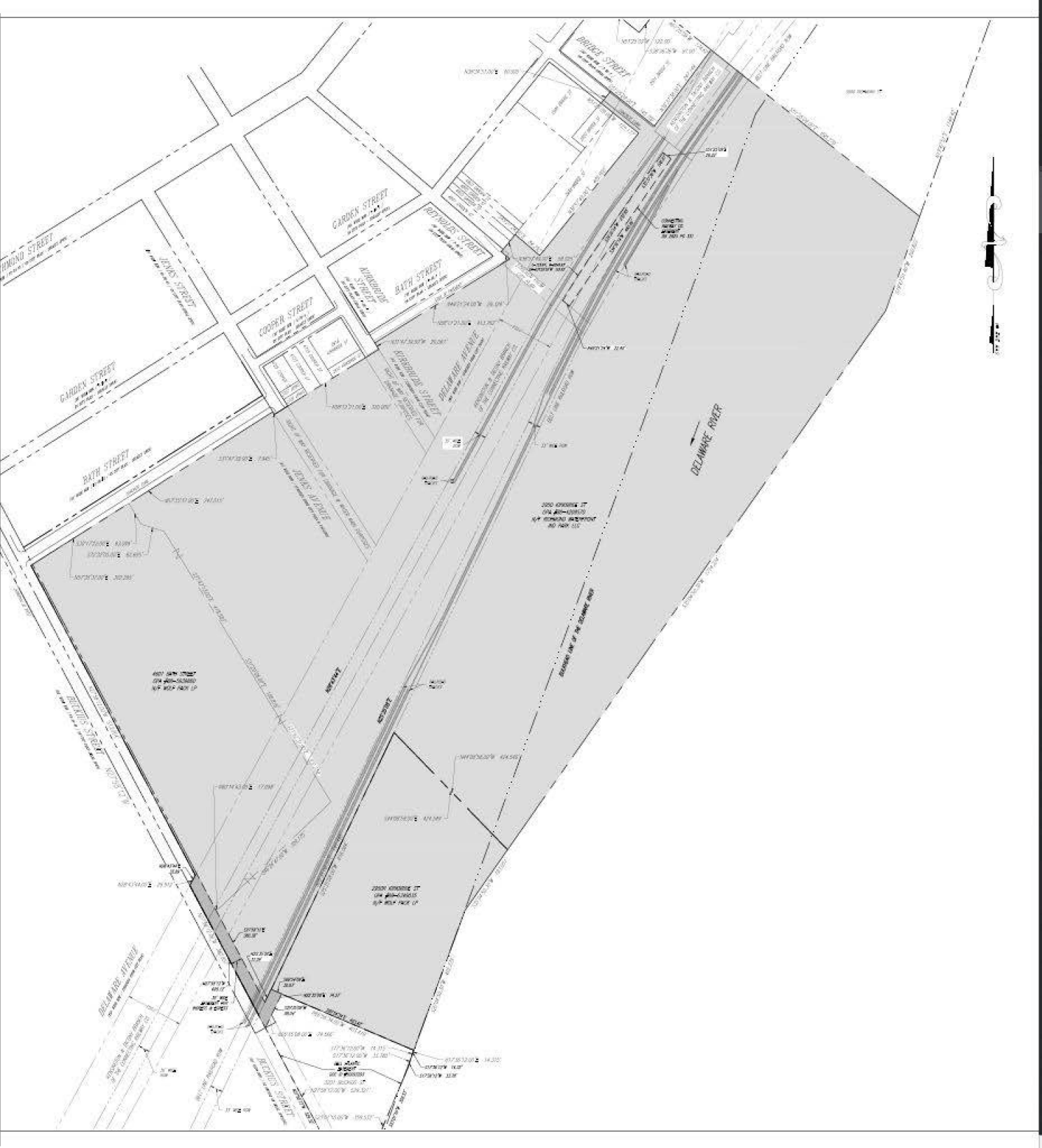
BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC

FD 36710

RICHMOND WATERFRONT INDUSTRIAL PARK, LLC
– PETITION FOR DECLARATORY ORDER

REPLY OF PHILADELPHIA BELT LINE RAILROAD COMPANY

EXHIBIT A – MAPS


BRIDGE STREET
GARDEN STREET
RED HOUSE STREET
BATH STREET
COOPER STREET
KIRKWOOD STREET
DELAWARE AVENUE
JENKS AVENUE
ATLANTIC STREET
DELAWARE RIVER


Buckius St
Philadelphia Parking Authority
Vintage Tire Recyclers
Bridesburg Elementary School
Recreation Center
Dela

PENNSYLVANIA RAILROAD MAP

JUNE 2024

INTERCITY PASSENGER RAILROADS

AMTK National RR Passenger Corp.

REGIONAL COMMUTER RAILROADS

CCTA Cambria County Transit Authority
PAAC Port Authority of Allegheny County
SEPTA Southeastern Pennsylvania Transportation Authority

TOURIST / EXCURSION RAILROADS

ALLN Allentown and Auburn Railroad Company (F)
BHRX Bellefonte Historical Railroad
DLS Delaware, Lackawaxen & Stourbridge Railroad Co. (F)
EBGX Eastern Berks Gateway Railroad Co. (F)
EBT East Broad Top Railroad
HLL? Harrisburg Lincoln and Lancaster Railroad
LGSR Lehigh Gorge Scenic Railway
MIDH Middletown & Hummelstown Railroad (F)
MPPS Maryland & Pennsylvania Railroad Preservation Society
NHRR New Hope Railroad (F)
OCTT Oil Creek & Titusville Railroad
PTM Pennsylvania Trolley Museum
RTY Railways to Yesterday (Rockhill Trolley Museum)
RBMN Reading Blue Mt. & Northern Railroad (F)
SBRR Stourbridge Railroad
SRC Strasburg Rail Road Company (F)
STRT Stewartstown Railroad Company
WCRL West Chester Railroad Company
WGRR Williams Grove Railroad
WKSR Wanamaker, Kempton, & Southern, Inc.
(F) – Freight Service

OPERATING FREIGHT RAILROADS

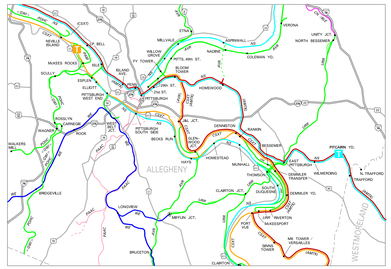
ALLN Allentown and Auburn Railroad Company (T)
AGR Aliquippa and Ohio River Railroad
ASR Allegheny Southern Railroad, Inc.
AVR Allegheny Valley Railroad Company
BDRV Belvidere & Delaware River Railway Co, Inc.
BPRR Buffalo & Pittsburgh Railroad Inc.
CSRC Carbon & Schuylkill (C&S) Railroad Corp.
CCRB Cleveland Cliffs Railways–BRVY
CCRS Cleveland Cliffs Railways–SH
CCRU Cleveland Cliffs Railways–UMP
CHR Chestnut Ridge Railway Company
CM Cumberland Mine Railroad
CN / BLE Canadian National / Bessemer & Lake Erie Railroad
CNYK Central New York Railroad Corp.
CORY Columbia and Reading Railway Co.
CPKC Canadian Pacific Kansas City Limited
CSAO Conrail Shared Assets
CSXT CSX Transportation Inc.
DL Delaware–Lackawanna RR Co. Inc.
DLS Delaware, Lackawaxen & Stourbridge Railroad Co. (T)
EBG Eastern Berks Gateway Railroad Co. (T)
EBTC East Broad Top Connecting Railroad
EEC East Erie Commercial Railroad
ESPN East Penn Railroad LLC
EZR Elizabethtown Industrial Railroad, LLC
EV Everett Railroad Company
GET Gettysburg & Northern Railroad
ITHR Ithaca Central Railroad, LLC
JVRR Juniata Valley Railroad Company
KRL Kasgro Rail Corporation
LRWY Lehigh Railway, LLC
LS Luzerne & Susquehanna Railroad Co.
LVR Landisville Railroad, LLC
LVRB Lehigh Valley Rail Management, LLC–Bethlehem
LVRJ Lehigh Valley Rail Management, LLC–Johnstown
LVRR Lycoming Valley Railroad Company
MIDH Middletown & Hummelstown Railroad (T)
MMID Maryland Midland Railway Inc.
NBER Nittany & Bald Eagle Railroad Co.
NCIR New Castle Industrial Railroad Inc.
NDCR N.D.C. Railroad Company
NHRR New Hope Railroad (T)
NS Norfolk Southern Railway Company
NSHR North Shore Railroad Company
OCTL Oil Creek & Titusville Lines
PAM Pittsburgh, Allegheny, & McKees Rocks Railroad Company
PN Pennsylvania Northeastern Railroad, LLC
POHC Pittsburgh & Ohio Central Railroad
PSCC Pennsylvania and Southern Railroad
PSWR Pennsylvania Southwestern Railroad
PVT Privately Owned
RBMN Reading Blue Mt. & Northern Railroad (T)
RJCN R. J. Corman Railroad Co./ Allentown Lines Inc.
RJCP R.J. Corman Railroad Co./ Pennsylvania Lines Inc.
SLRS SMS Rail Service Inc.
SRC Strasburg Rail Road Company (T)
SVRR Shamokin Valley Railroad Corp.
SWP Southwest Pennsylvania Railroad Company
TYBR Tyburn Railroad LLC
UCR Union County Industrial Railroad Company
URR Union Railroad Company
WCOR Wellsboro & Corning Railway Company
WE Wheeling & Lake Erie Railway
WNYP Western New York & Pa. Railroad Inc.
YRC York Railway Company
YSRR Youngstown & Southeastern Railway Company
(T) – Tourist Operations

PARENT ORGANIZATION / RAILROAD FAMILY

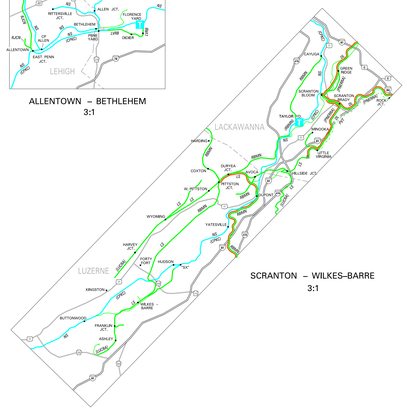
<GWI> Genesee & Wyoming Inc.
<PRI> Patriot Rail

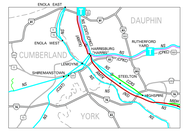
NON–OPERATOR–OWNERS OF ACTIVE FREIGHT RAIL LINES

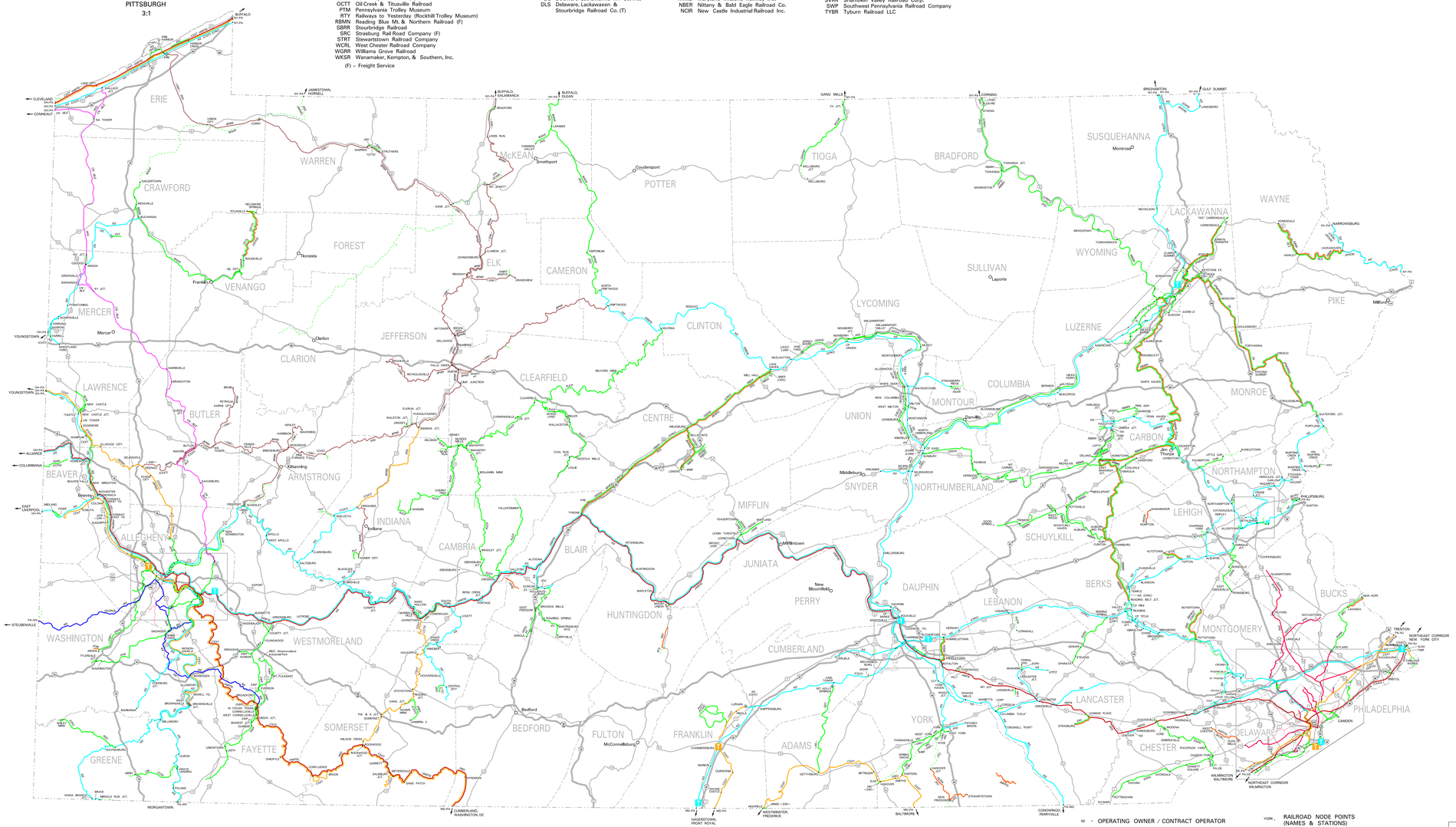
[ALP] Almono, LP
[APG] AP Green Industries Inc.
[APR] Allegheny Portage Railroad (Historical Ref.)
[BC] Bucks County Railroad Preservation and Restoration Company
[BERKS] Berks County Authority
[BLRV] Belvidere & Lehigh River Railway Co.
[CCPA] Columbiana County Port Authority
[CCR] Cyprus – Cumberland Resources
[CIDC] Clinton County Ind. Development Corp.
[CPC] Consolidation Coal Company
[GROW] Growth Resources of Wellsboro Foundation
[JSSC] Jersey Shore Steel Company
[LBCK] Lewisburg and Buffalo Creek Railroad
[KTA] Kutztown Transportation Authority
[LIDA] Letterkenny Industrial Development Authority
[LTC] LTC Energy, LP
[LUCRA] Luzerne County Redevelopment Authority
[MCIDC] Mifflin County Industrial Development Corporation
[OCHS] Oil Creek Railway Historical Society
[PA DCNR] Pennsylvania Dept. of Conservation & Natural Resources
[PBL] Philadelphia Belt Line Railroad Company
[PBS] PBS Coals Inc.
[PIDC] Philadelphia Industrial Development Corp.
[PNERRA] Pennsylvania Northeast Regional RR Authority
[PPL] PPL Susquehanna LLC
[SEDA] SEDA-COG Joint Rail Authority
[SEPTA] Southeastern Pennsylvania Transportation Authority
[SFS] Shaffer's Feed Service Inc.
[WES] West Erie Shortline Inc.
[WI] Whitley Industries
[WSRC] West Shore Railroad Corporation
[YC] York County

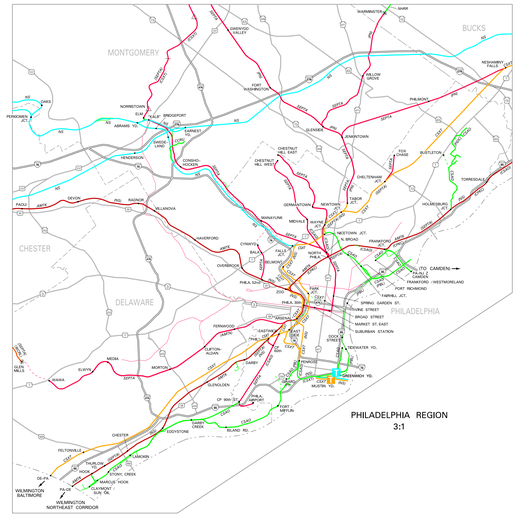












COMMUTER RAILROAD
AMTRAK
COMMUTER RAILROAD Service Discontinued
TOURIST RAILROAD / OPERATION
RAPID TRANSIT & LIGHT RAIL LINE
RAPID TRANSIT & LIGHT RAIL LINE Service Discontinued
LOCAL LINE HAUL / SWITCHING AND TERMINAL RAILROAD
FREIGHT RAILROADS Service Discontinued

OE - OPERATING OWNER / CONTRACT OPERATOR
(PR) - NON – OPERATOR OWNER
(CSXT) - TRACKAGE RIGHTS
(AMSP) - LEASING OPERATOR

YORK RAILROAD NODE POINTS (NAMES & STATIONS)
INDICATES CHANGE IN OWNER
INDICATES CHANGE IN OPERATOR
NS MULTI – MODAL FACILITY
CSX MULTI – MODAL FACILITY

RAILROAD MILEAGE FIGURES (1/1/11)	
CLASS I RAILROADS	3,169 Miles
REGIONAL RAILROADS	621
LOCAL/ LONG HAUL /SWITCHING AND TERMINAL RAILROADS	1,870
NON – OPERATOR OWNED FREIGHT TRACK	99
TOTAL FREIGHT RAILROAD MILES IN PA	5,760
AMTRAK OWNED	153
TOTAL RAILROAD MILES IN PA	5,913*

*Mileage does not include SEPTA and PAAC owned commuter rail lines.

pennsylvania
DEPARTMENT OF TRANSPORTATION

CLASS 1 RAILROAD OPERATORS – CSXT; CN / BLE; NORFOLK SOUTHERN RAILWAY

REGIONAL RAILROAD OPERATORS – BUFFALO & PITTSBURGH R.R., INC; WHEELING & LAKE ERIE RAILWAY

PENNSYLVANIA RAILROAD MAP

PREPARED BY THE
PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
BUREAU OF RAIL FREIGHT, PORTS, & WATERWAYS
BUREAU OF PLANNING AND RESEARCH
IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
FEDERAL RAILROAD ADMINISTRATION

JUNE 2024

0 10 20
MAP SCALE IN MILES

PHILADELPHIA BELT LINE R.R.

45th WARD, CITY OF PHILADELPHIA.

No.	Cust. No.	Instrument	Date	Grantor	Grantee	Recorded Philadelphia Co. Book	Page	Date	Remarks
B-1	24	Award by Jury	July 17, 1897	Herbert Reynolds	P.B.L.R.R. Co.				
B-2	Kirkpatrick St.								
B-3	25	Release	June 15, 1894	John P. Wood etux.	P.B.L.R.R. Co.	J.C.C. 16	198	Oct. 11, 1894	
B-4	25	Deed	June 20, 1894	John P. Wood etux.	J.P.Ellis (P.B.L.R.R.Co.)	T.C. 456	280	Sept. 20, 1894	
B-5	25	Deed	June 20, 1894	John P. Wood etux.	J.P.Ellis (P.B.L.R.R.Co.)	T.C. 456	288	Sept. 20, 1894	
B-6	26	Release	Dec. 1, 1894	Nathaniel F. Reyd	P.B.L.R.R. Co.	J.C.C. 20	264	Dec. 14, 1894	
B-7	28	Deed	Jan. 2, 1894	J.C.Wilson	J.P.Ellis (P.B.L.R.R.Co.)	T.C. 393	219	Jan. 20, 1894	
B-8	28	Deed	Jan. 2, 1894	J.C.Wilson	J.P.Ellis (P.B.L.R.R.Co.)	T.C. 393	219	Jan. 20, 1894	
B-9	28	Deed	Jan. 2, 1894	J.C.Wilson	J.P.Ellis (P.B.L.R.R.Co.)	T.C. 393	219	Jan. 20, 1894	
B-10									
B-11	29	Release	June 20,1894	J.P.Wood etux.	P.B.L.R.R. Co.	J.C.C. 16	187	Oct. 11, 1894	
B-12	Bridge St.	Charter							No record of title on file.

RIGHT OF WAY AND TRACK MAP

PHILADELPHIA BELT LINE R.R.

STATION 105+60 TO STATION 139+63

SCALE:-1 INCH = 100 FEET JUNE 30, 1918


DEPARTMENT OF VALUATION

PHILADELPHIA

SHEET NO. 3 OF 1-5 OF THE PHILADELPHIA BELT LINE RAILROAD FROM SURVEY STATION 105+60 TO SURVEY STATION 139+63

ENGINEER

VIP 3



No.	Revision of Tracing	Date of Revision	Revised By	Note Book	Date of Physical Change
R2	Portion of Delaware Ave Stricken from city Plan	1-11-54	F.F.S.	Letter	12-21-53
R1	Turnout and Track Removed, Track Added.	12-2-37.	W.H.E. Jr.		11-26-37.

No	Revision of Tracing	Date of Revision	Revised By	Note Book	Date of Physical Change
R	Siding Added - Crane Track Removed	6-12-67	C.H.	Field	

No.	Revision of Tracing	Date of Revision	Revised By	Note Book	Date of Physical Change
R5	Portion of Jenks St. Stricken from City Plan	5-3-66	R.W.C.	City Plan 306	8-2-65
R4	Portion of Reynolds St. Stricken from City Plan	2-6-64	J.K.	City Plan 306	1-20-64
R3	Delaware Ave. & Kirkbride St. Stricken from Plan	5-26-60	R.W.W.	City Plan No. 306	
R2	Delaware Ave Stricken from City Plan - Reynolds St. Eastward	10-23-50	L.H.S.	Letter W.L.W. Jr. 10-19-50	9-18-50
R1	Track Added and Track Removed	12-2-37.	W.H.E. Jr.		11-26-37

No.	Revision of Tracing	Date of Revision	Revised By	Note Book	Date of Physical Change
R	Trk. Relocation X-ing Frog Relocated - Gate added	6-12-67	C.H.	P-13631	5-10-67
R	Tracks Revised Road & Fill Added	1-24-64	L.C.T.	Field	
R	Street Vacated & Drainage R/W Added	2-19-62	R.C.B.	Confirmed Plan	2-5-62
R	Property Conveyed	1-24-55	L.B.W.	-	11-29-41
R3	Delaware Ave Stricken from City Plan - Reynolds St Eastward	10-23-50	L.H.S.	Letter W.L.W. Jr. 10-19-50	9-18-50
R2	Track Changes & Piers Removed	7-3-45	P.M.	—	—
R1	Track Change & Building Added - Chas. Lennig Co.	1-24-39	W.H.S.	Sur. 936	Dec. 1938

Not Confidential

BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC

FD 36710

RICHMOND WATERFRONT INDUSTRIAL PARK, LLC
– PETITION FOR DECLARATORY ORDER

REPLY OF PHILADELPHIA BELT LINE RAILROAD COMPANY

EXHIBIT B – 1890 ORDINANCE

AN ORDINANCE

To authorize the Philadelphia Belt Line Railroad Company to construct its railroads and branches upon and across streets, to authorize changes and revisions in the lines and grades of certain streets, the location of a new street, the widening of certain streets and the shifting of the tracks occupied jointly by the River Front and the Philadelphia & Reading Railroad Companies, and the entering of security.

SECTION 1. *The Select and Common Councils of the City of Philadelphia do Ordain*, That the Philadelphia Belt Line Railroad Company be and the same is hereby authorized to build its line of railroad from its point of commencement at or near the Atlantic Refinery, in the Twenty-sixth Ward, thence by a line following the general direction of the Schuylkill and Delaware Rivers to the terminus of the said railroad, at or near Monroe, otherwise known as Princeton street, in the Twenty-third Ward; also to build branches of said railroad from a point marked A on the map accompanying this ordinance, by the route shown thereon, to a point on the City Line marked B, and from points marked C, E, G and I to points marked D, F, H and K respectively on said map, and to enter upon, occupy and cross with its line and branches any and all streets, lanes, and alleys between the points above named, with all the suitable and necessary sidings, turnouts and connections into and upon the warehouses and wharves which are now or may hereafter be located along said line or branches, when such sidings, turnouts, or connections are requested by the owners of said warehouses and wharves, so that the manufactories and business interests along the said line shall have full benefit of receiving from and delivering property to the said railroad. It is expressly understood that no sidings shall be laid longitudinally upon any other streets or avenues mentioned hereafter without permission of Councils is first by ordinance obtained.

The route of the said Philadelphia Belt Line Railroad and branches thereof shall be shown upon a map to be filed at the Department of Public Works.

The route shall be as follows:

Commencing with a double track on Schuylkill avenue, at Curtin street, in the Twenty-sixth Ward; thence southwardly

Not Confidential PBL_000001

in Schuylkill avenue to a point at or near Hoyt street; thence curving southeastwardly to a point at or near the intersection of Avenue Thirty-seven south and Thirty-second street; thence southeastwardly, crossing the tracks of the Girard Point Extension Railroad, to a point at or near the intersection of Avenue Forty-two south and Twenty-seventh street; thence curving southwardly to a point in Twenty-sixth street near Avenue Forty-three south: thence southwardly in Twenty-sixth street to a point north of Avenue Forty-five south; thence curving eastwardly to a point in Avenue Forty-five south, east of Twenty-sixth street; thence eastwardly in Avenue Forty-five south to Government avenue near Twenty-second street; thence northeastwardly in Government avenue to a point where the said avenue is intercepted by Sixteenth street extended; thence eastwardly in Government avenue to a point at or near Fifth street; thence northwardly on Fifth street to a point at or near Johnson street; thence curving eastwardly on Johnson street, crossing the tracks of the Pennsylvania Railroad Company, to a point on Delaware avenue; thence northwardly on Delaware avenue and east of the right of way of the Pennsylvania Railroad Company to a point at or near the intersection of Delaware avenue, Porter street and Commercial avenue; thence northwestwardly along Commercial avenue parallel with and east of the right of way of the Pennsylvania Railroad Company and the Schuylkill River East Side Railroad Company to a point at or near the intersection of Commercial avenue, Moore street and Meadow street; thence northwardly in and along Meadow street east of and parallel with the right of way of the Schuylkill River East Side Railroad Company to a point at or near the intersection of Meadow street and Tasker street; thence curving westwardly and northwardly to a point in Front street, north of Tasker street, crossing the tracks of the Schuylkill River East Side Railroad in Meadow street, and the tracks of the Pennsylvania Railroad in Swanson street; thence northwardly along Front street to a point at or near Queen street; thence curving eastwardly into and along Queen street to a point in Delaware avenue north of Queen street, crossing the Swanson Street Branch of the Philadelphia, Wilmington and Baltimore Railroad and the tracks of the Pennsylvania Railroad; thence northwardly with a single track along Delaware avenue, and property adjacent thereto, nine and one-half feet east of the east rail of the tracks now laid in Delaware avenue to a point at or near Callowhill street; thence with a

Not Confidential PBL_000002

double track northeastwardly along Delaware avenue and Beach street to a point at or near the Aramingo Canal; thence curving northwardly in and along the general course of said canal to the Richmond Branch of the Philadelphia and Reading Railroad; thence northeastwardly in and along the said Aramingo Canal or street to a point near Butler street: thence curving eastwardly to a line parallel with and northeast of Butler street; thence southeastwardly along same to a point near Casper street; thence curving eastwardly to a point in Carbon street at or near Wheat Sheaf lane; thence northeastwardly in Carbon street to a point in the line of Carbon street extended, on the river bank at or near Buckius street; thence northwardly by the general courses of the river bank to Bridge street; thence northeastwardly by a line outside of the river bank and crossing the mouth of Frankford Creek to a point on the wharf of the Philadelphia Cordage Company; thence northwardly, crossing the tracks of the Kensington and Tacony Branch of the Pennsylvania Railroad, to a point in Milnor street, at or near Funk street; thence northeastwardly in Milnor street to Monroe, otherwise known as Princeton street.

The route of the branch from point marked A on the main line to point marked B on County Line shall be as follows:—

Commencing at a point in the main line of the Philadelphia Belt Line Railroad in Aramingo Canal or street, south of Butler street, thence northeastwardly in the Aramingo Canal or street to a point south of Wheat Sheaf lane; thence curving westwardly, crossing Wheat Sheaf lane west of the Aramingo Canal or street and passing under the Philadelphia and Trenton Railroad immediately south of Frankford Creek; thence along and south of Frankford Creek, passing under Frankford avenue, and under Kensington avenue at or near "P" street; thence northwestwardly, crossing Juniata avenue at or near "O" street, Cayuga street at or near "N" street, Courtland street at or near "L" street, Fisher's lane at or near "J" street; thence northwestwardly, following the general course of Tacony Creek, as shown on the map, to the line between the counties of Philadelphia and Montgomery, at or near the intersection of Chelten avenue with Cheltenham avenue; the said branch to have Y connection with the railroad tracks of the main line, parallel with, and northeast of Butler street.

The route of the branch from point marked C on the main line to point marked D shall be as follows:—

Not Confidential PBL_000003

Commencing at a point in the main line of the Philadelphia Belt Line Railroad in Carbon street north of Butler street, thence southwestwardly in Carbon street to a point in the line of Carbon street extended, on the river bank; thence southwestwardly by the general courses of the river bank to Allegheny avenue. The said branch to have Y connection with the railroad tracks of the main line parallel with and northeast of Bulter street.

The route of the branch from point marked E on the main line to point marked F shall be as follows:—

Commencing at a point in the main line of the Philadelphia Belt Line Railroad in Beach street south of the Aramingo Canal, thence northeastwardly in Beach street to Cumberland street.

The route of the branch from point marked G on the main line to point marked H shall be as follows:—

Commencing at a point on the main line of road on Government avenue near and west of Fifth street; thence extending eastwardly along Government avenue and Avenue Forty-three south to the river bank at or near Third street; thence along the river bank to a point at or near Spangler street.

The route of the branch from point marked I on the main line to point marked K shall be as follows:—

Commencing at a point in Schuylkill avenue at or near Hoyt street; thence southwardly in Schuylkill avenue to near Avenue Thirty-six south; thence curving westward to the river bank; thence following the general line of the river bank along the Schuylkill River to a point near the prolongation southward of Thirtieth street; thence curving northward to a connection with the tracks of the Girard Point Extension Railroad at or near Avenue Forty-five south.

There shall be no crossings at grade of existing streets now opened nor of railroad tracks now constructed and in use prior to June 20, 1889, by the portion of the Philadelphia Belt Line Railroad along the Aramingo Canal and Frankford and Tacony Creeks to the county line, excepting Richmond street at its crossing of the Aramingo Canal, and on the portion of the branch line along Butler street between Richmond street and Carbon street. All streets crossing Butler street between the Aramingo Canal and Richmond street, including Richmond street, shall be crossed overhead at an elevation of not less than thirteen feet.

The Department of Public Works, through the Board of Surveys be, and is hereby authorized and directed, from time to

Not Confidential PBL_000004

time, upon the demand of the Philadelphia Belt Line Railroad Company, to widen Beach street and Delaware avenue from Cumberland street to the south side of Callowhill street on either or both sides of said streets, to an additional width of not more than thirty feet; also to shift the tracks occupied by the River Front Railroad Company and the Philadelphia & Reading Railroad Company, wherever necessary, between Cumberland street and the south side of Callowhill street, and to make such revision of street and curb lines as may be necessary to enable the tracks of the Philadelphia Belt Line Railroad Company to be constructed and operated upon said widened streets: *Provided*, That the shifting of the aforesaid tracks shall be done by or under the direction of the Department of Public Works, and that all expenses of every kind arising from the widening of said streets, the revision of street and curb lines, and vacation of sidewalks, and the shifting of aforesaid tracks, including all damage to private property shall be borne and paid by the Philadelphia Belt Line Railroad Company.

SECT. 2. That the Philadelphia Belt Line Railroad Company, wherever it shall cross or occupy any now opened public street, shall keep that portion thereof occupied by its tracks in good order and condition at all times, and shall save the City of Philadelphia harmless, so far as the City may be liable therefor, from any responsibility that may grow out of the construction or operation of the said railroad and branches over, upon, or under the streets as aforesaid.

When the City of Philadelphia shall direct the opening and paving or macadamizing of any street now upon the approved plan, or a change of grade of any street now open across the line of said railroad track to avoid grade crossings, in such a way as shall make necessary the construction of bridges and abutments, the railroad company shall construct at its own expense such bridges and abutments thus made necessary, in accordance with plans furnished by the Department of Public Works.

SECT. 3. The said Philadelphia Belt Line Railroad Company shall have the right to occupy with double tracks any portion of the property of the City of Philadelphia across which the route of the said railroad and branches may extend.

SECT. 4. The Philadelphia Belt Line Railroad Company shall enter into an agreement with the City of Philadelphia, that where the line of the said railroad shall be constructed on any portion of Delaware avenue as it now exists, that the said

Not Confidential PBL_000005

company will move its tracks to the eastern side of said avenue whenever Delaware avenue shall be widened or opened of a sufficient width to permit this to be done. And thereupon the said Philadelphia Belt Line Railroad Company shall have the right to lay and maintain an additional track, with necessary turnouts and switches upon said portion of Delaware avenue so widened or opened; and if at any time hereafter the said avenue shall be so widened, the railroad company shall indemnify the City of Philadelphia against being put to any expense by reason of the building of bulkheads and of the grading and paving thereof.

SECT. 5. The rights conferred by this ordinance are granted upon the express and precedent condition that before any of the said rights herein conferred shall be exercised by the Philadelphia Belt Line Railroad Company, it shall procure such contracts under bonds, the amount of which is to be hereinafter specified to be executed with the city of Philadelphia, in such form as shall be approved by the City Solicitor, as will make effectual the following conditions:

That the Philadelphia Belt Line Railroad Company shall, in conjunction with all the stockholders of said company, enter into an agreement bearing the approval of the Mayor and the City Solicitor, that the whole of the Philadelphia Belt Line Railroad and its branches shall be completed within five years after the passage of this ordinance and that as fast as the said Philadelphia Belt Line Railroad and branches shall be completed each part thereof as rapidly as it shall be constructed shall be open to the use of all railroad companies which shall execute a satisfactory agreement to comply with all reasonable rules and regulations, which rules and regulations shall apply to all without discrimination.

SECT. 6. That the Philadelphia Belt Line Railroad Company shall be subject to the same limitations and penalties respecting the time of running its trains and the standing of its engines or cars upon any part of its track between Callowhill street and Dock street, as were provided for the River Front Railroad Company, in ordinance approved May 31, 1877, entitled "An ordinance to authorize the River Front Railroad Company and the Philadelphia and Reading Railroad Company to severally and jointly occupy and use certain streets for railroad purposes," as well as the subsequent decree of the Court of Common Pleas confirming the restrictions as provided by ordinance.

Not Confidential PBL_000006

SECT. 7. The position of the said railroad tracks upon said streets and avenues now opened shall conform to the established grade thereof, and when the growth of improvement shall require bringing the streets not yet opened along which the said railroad or its branches may be laid to the conformed grades of the City, the said railroad company shall at its own expense raise or depress its tracks to conform to the said grades wherever and whenever it shall be notified to do so by ordinance of Councils ordering the opening and paving or macadamizing of said streets and the construction as to plan and character of rail, shall be approved by the Department of Public Works; and it is hereby stipulated that before any of the streets or avenues herein designated shall be occupied for railroad purposes, the company shall file an obligation with the City Solicitor, protecting the said City from any expenses whatever consequent upon, or growing out of the laying of said railroad tracks hereby authorized so far as the said City shall be liable.

SECT. 8. That no higher charges shall be made by the Philadelphia Belt Line Railroad Company for the transportation of any traffic over the lines of the railroad authorized to be constructed, than are permitted by the provisions of the act of General Assembly of the Commonwealth of Pennsylvania entitled "An act regulating railroad companies," approved the nineteenth day of February, 1849, and all supplements thereto.

SECT. 9. That the dividends on the fully paid stock be limited to six per cent. per annum, all excess of earnings to go to the City of Philadelphia.

SECT. 10. That the privileges herein and hereby given to the Philadelphia Belt Line Railroad Company are conditioned upon their giving to the City of Philadelphia, prior to the commencement of each section, as hereinafter specified, upon the approval of the City Solicitor, the following bonds of indemnification, protecting the City from all loss, damage, claim or demand by reason of the construction of the railroad tracks herein authorized to be constructed by the Philadelphia Belt Line Railroad Company: Upon that portion of the line between Point Breeze and Pollock street, fifty thousand (50,000) dollars; upon that portion of the line between Pollock street and Reed street, seventy-five thousand (75,000) dollars; between Reed street and Lehigh avenue, two hundred and fifty thousand (250,000) dollars; between Cumberland street and Tacony, one hundred thousand (100,000) dollars; between Lehigh avenue and County Line, fifty thousand (50,000) dollars. Said

Not Confidential PBL_000007

bonds shall bear the guarantee or security of one or more of the Philadelphia trust companies, and shall terminate and become void at the expiration of two years after the completion of the respective sections to which they apply.

SECT. 11. That the Department of Public Works be and is hereby authorized and directed to make modifications in the lines and grades of streets crossed by the Philadelphia Belt Line Railroad, as follows:

Lay out a new street, fifty feet wide, on the west side of the Aramingo Canal, from Richmond street to East Girard avenue. Lower the grade of East Norris street and East Girard avenue, at the crossing of the Aramingo Canal, to + 4.0 City *datum;* revise the lines and grades of Frankford avenue, the elevation of tracks at said avenue to be + 8.0 City *datum*, and of the Asylum road, near Crescentville, so that those streets shall be carried over the railroad, on bridges, with a clearance of nineteen feet; revise the grades of Kensington avenue and Old Front street, so that Kensington avenue may be carried over the railroad on a bridge with nineteen feet clearance; revise the grades of Fisher's lane, Olney road, and Old Second street, so that each may be carried, on a bridge, over the railroad, with a clearance of nineteen feet; revise the lines and grades of all streets not now open along the line of Frankford Creek, between the Aramingo Canal and the Montgomery county line, so that said streets, when opened, may pass either under or over the Philadelphia Belt Line Railroad; revise the grade on Queen street, between Delaware avenue and Swanson street, and on the west side of Delaware avenue.

The Department of Public Works is hereby further authorized and directed to make such revision of the grades of any and all streets upon the Plan of the City which shall be affected by the aforesaid revisions, or by the construction of the Philadelphia Belt Line Railroad Company, as may be necessary to enable the said railroad to be constructed, and to make effectual the aforesaid revisions of grades; conditioned that said Philadelphia Belt Line Railroad shall file its bond in the sum of two hundred and fifty (250,000) dollars, to be approved by the City Solicitor, and file in the Law Department, providing that said company shall pay all damages arising out of the changes and modifications of the grades of the streets, avenues and lanes, now opened, mentioned in this section.

SECT. 12. All work herein and hereby authorized shall be done under the supervision and to the satisfaction of the Depart-

Not Confidential PBL_000008

ment of Public Works, and nothing herein or hereby granted shall prevent Councils, by ordinance, from establishing proper regulations for running of the cars and locomotives over the streets herein named as may be required for the protection of the citizens and business interests of the city, and before exercising any of the rights or privileges herein and hereby granted, the sum of fifty (50) dollars shall be paid by the Philadelphia Belt Line Railroad Company into the City Treasury for the printing of this ordinance.

SECT. 13. That, before exercising any of the rights or privileges herein or hereby granted, the Philadelphia Belt Line Railroad Company, the officers, directors and all the shareholders thereof, shall execute, to the satisfaction of the Mayor and City Solicitor, an agreement providing for the creation of a voting trust for all the stock of the said railroad company. Also, an agreement providing for a gift of fifty-one (51) per cent. of the present stock of said railroad company and fifty-one (51) per cent. of all the stock which may hereafter be issued by it to such corporations and persons as may be legally competent to act thereunder, to the end that the said railroad may forever be maintained for the common use of all railroads upon equal terms, without discrimination.

Approved the twenty-sixth day of December, A. D. 1890.

EDWIN H. FITLER,
Mayor of Philadelphia.

AN ORDINANCE

To approve the contract and surety of J. B. Reilly for doing all the preparatory work in connection with the construction of a reservoir in the Twenty-first Ward.

SECTION 1. *The Select and Common Councils of the City of Philadelphia do ordain*, That the contract of J. B. Reilly for doing all the preparatory work in connection with the construction of a reservoir in the Twenty-first Ward be, and the same is hereby approved, and that The Equitable Trust Company be, and it is hereby approved as the surety of the said J. B. Reilly for the faithful performance of the said contract.

Approved the twenty-sixth day of December, A. D. 1890.

EDWIN H. FITLER,
55 *Mayor of Philadelphia.*

Not Confidential PBL_000009

BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC

FD 36710

RICHMOND WATERFRONT INDUSTRIAL PARK, LLC
– PETITION FOR DECLARATORY ORDER

REPLY OF PHILADELPHIA BELT LINE RAILROAD COMPANY

EXHIBIT C – MAY 4, 1891 CHARLES CAMPBELL
AGREEMENT

1-2-1

113-1

Confirmed S.W.

1235-1

AGREEMENT, Made this fourth day of May, A. D. 1891, by and between Charles S. Campbell, hereinafter called the CONTRACTOR, party of the first part, THE PHILADELPHIA BELT LINE RAILROAD COMPANY, hereinafter called the BELT LINE COMPANY, party of the second part, and THE PHILADELPHIA AND READING RAILROAD COMPANY, hereinafter called the RAILROAD COMPANY, party of the third part:

WHEREAS, In and by an Ordinance of the Select and Common Councils of the City of Philadelphia, approved the twenty-sixth day of December, A. D. 1890, it is provided that the Belt Line Company is authorized to build its line of railroad and branches in the City of Philadelphia upon certain terms and conditions, as by reference to the said Ordinance will more fully and at large appear:

AND WHEREAS, The work of constructing the said lines of railroad of the Belt Line Company is to be done in different portions or sections:

AND WHEREAS, The Contractor is desirous of constructing for the Belt Line Company certain portions of its lines namely, those portions lying and being (a) between Callowhill Street and a point on Delaware Avenue near Queen Street, and (b) North of Allegheny Avenue or along or near the Delaware River to Cottman Street, as hereinafter provided:

AND WHEREAS, The Railroad Company desires to use the said portions of the line, when constructed, and is willing to aid in the construction of the same by the purchase of bonds and stock and the payment of monies as

Not Confidential PBL_000125

hereinafter set forth:

NOW THIS AGREEMENT WITNESSETH, That, in consideration of the premises and of the further sum of One Dollar to each by the other in hand paid, the receipt whereof is hereby acknowledged, the parties hereto have covenanted and agreed and hereby do covenant and agree as follows:-

A.- The Contractor hereby covenants and agrees:-

1.- That he will forthwith subscribe to and pay for, in advance of construction, $102,000 of the present common stock of the Belt Line Company at the par value thereof, and that he will, upon the receipt of the said stock, transfer the same, free of cost or expense of any kind, to the Commercial Exchange and Board of Trade in accordance with the provisions of a certain agreement made the fourth day of May, A. D. 1891, between the President, Stockholders and Directors of the Belt Line Company and The Philadelphia Board of Trade and Commercial Exchange of Philadelphia.

2.- That he will construct for the Belt Line Company so much of its road or line in the City of Philadelphia, between Callowhill Street and a point on Delaware Avenue near Queen Street, or North of Allegheny Avenue to or toward Cottman Street as can be done for the said sum of $102,000.

3.- That the cost to the Belt Line Company of the construction of the said portions or sections of the line shall be the actual cost thereof to the Contractor with an allowance of ten per centum additional thereon to cover

Not Confidential PBL_000126

the cost of superintendence, risk, and work to be done and performed by the Railroad Company, as hereinafter provided.

4.- That he will comply with all the provisions of the Ordinance of the twenty-sixth day of December, 1890, so far as the same may relate to the construction of the aforesaid portions of the road or line hereinbefore specified.

5.- That he will pay to the Railroad Company the ten per centum allowance aforesaid, to cover the cost of superintendence, risk, and work to be done and performed by the Railroad Company.

B.- The Railroad Company covenants and agrees:-

1.- That it will pay to the Contractor the sum of $102,000. to enable him to pay for the stock hereinbefore provided to be subscribed for and paid by him.

2.- That it will furnish all the indemnity required to enable the Belt Line Company to furnish security to the City of Philadelphia in order to conform to and comply with the aforesaid Ordinance of Councils with reference to the construction of the sections or portions of the road or line hereinbefore referred to.

3.- That it will pay for, at par, so much of the preferred stock and bonds of the said Belt Line Company as, under the option hereinafter given, it may elect to take, to aid in the construction of said sections or portions of the Belt Line Company's road.

C.- The Belt Line Company hereby covenants and agrees:-

1.- That it will maintain its corporate organiza-

Not Confidential PBL_000127

tion, and, at the request of the Contractor, will take such corporate action and take and actively prosecute such proceedings as may be required for the acquisition of the rights of way necessary for the ~~xxixx~~ aforesaid portions or sections of the line of road, and such other corporate action or proceedings as may be necessary to enable the Contractor to proceed with the work of construction herein agreed to be done.

2.- That it will procure all rights of way for the said portions or sections, and pay for the same, together with all damages arising or that may arise from the construction of the said portions or sections, out of the proceeds of the sale of an issue of $200,000. of its bonds and out of the proceeds of the sale of so much of $98,000. of its preferred stock, hereinafter provided to be issued, as shall remain after making the deduction and reservation provided for in paragraph Two (2) of Section "D" hereof.

3.- That it will apply the whole amount of money received by it from the subscription to the common stock of the Belt Line Company as aforesaid, viz: $102,000., to the payment to the Contractor for the work of construction hereinbefore agreed by him to be done.

D.- It is mutually covenanted and agreed as follows:-

1.- That when the said sum of $102,000., shall have been expended on the construction of the aforesaid portions of the said road, or either of them, the Contractor shall have the option, for eighteen months thereafter, ex-

Not Confidential PBL_000128

clusive of any time during which construction may be prevented by order or decree of Court, to continue to construct the remaining portion of the line between Callowhill Street and a point on Delaware Avenue near Queen Street, or the portion North of Allegheny Avenue to or toward Cottman Street which may at that time be not constructed.

2.- That the Railroad Company shall have the option, for eighteen months after the date of this agreement, to take at par so much of the preferred stock of the Belt Line Company, not exceeding $98,000., as the Belt Line Company shall not require, to obtain funds for the payment of the cost of its organization, expenditures prior to operation, the expenses incurred in complying with the conditions of the said Ordinance precedent to the exercise of its right to construct the portions of its line herein agreed to be constructed, the expenses of the Voting Trust and other necessary expenses, and for protecting and defendingits corporate rights, powers and franchises. The Railroad Company shall also have the option, for eighteen months after the date of this agreement, to take $200,000., or any portion thereof, of the first mortgage 7% gold bonds, free from taxes, of the Belt Line Company, payable at the expiration of fifty years from date thereof; the said bonds to be paid for by the Railroad Company at their par value, and to be convertible at the option of the Belt Line Company, into an issue of bonds covering the entire road of the Belt Line Company.

Not Confidential PBL_000129

3.- The proceeds received by the Belt Line Company from the sale of the bonds and preferred stock, hereinbefore provided to be issued to the Railroad Company, in case it shall exercise its option to take the same or any part thereof, shall be applied by the Belt Line Company, first, to the payments for rights of way and damages arising from the construction of so much of its line as the Railroad Company shall cause to be constructed pursuant to the provisions hereof; and any surplus remaining shall be applied by the Belt Line Company to the expense of such construction; but, in case of the failure of the Railroad Company, within eighteen months after the execution of this agreement, to indicate the time and manner in which the monies, so applicable to construction, shall be expended, the Belt Line Company may, at its option, return to the said Railroad Company such unexpended balance of the said proceeds of the said bonds and preferred stock so applicable to construction, and the Railroad Company shall and will, thereupon, return to the Belt Line Comapny the corresponding amount of said securities so issued thereof at par. It being understood and agreed that provisions of this section, in regard to the returning of the said monies or securities shall not relate to the $102,000. paid in on account of common stock.

4.- It is distinctly understood and agreed that the payment for the construction of the portion of the Belt Line Company's line herein agreed to be constructed, shall be made solely from the said $102,000., so as to be paid in by the Contractor and from any surplus of the monies recei-

Not Confidential

ved from stock and bonds to be issued to the Railroad Company after due provision for the before mentioned rights of way and damages, and that the Belt Line Company shall not be liable in any manner to the Contractor, or to any other person, laborers or claimants, for any portion of such cost of construction other than is herein provided; but such portions of the Belt Line as shall be constructed hereunder shall be delivered to the Belt Line Company free from all claims or liens for construction of any kind.

5.- The rights and obligations herein provided for extend only to ~~xxx~~ such portions of the line of the Belt Line Company as are hereinbefore mentioned and nothing herein contained shall be construed to interfere with the rights or powers of the Belt Line Company to construct, operate or use any other part of its line in such manner as it may deem desirable and independently of this agreement.

6.- The Belt Line Company shall have the privelege of leasing such existing tracks along its route, within the territorial limits embraced in this agreement as may be used for its line therein, and in the event of such lease the obligation of the Contractor to construct such portion of the line shall, at the option of the Belt Line Company, cease.

7.- The provisions of this agreement shall extend to and bind the respective executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said Contractor hath here-

Not Confidential PBL_000131

unto set his hand and seal, and the said Companies have caused their respective corporate seals to be hereunto affixed, duly attested, the day and year first above written.

Witness:
John Morris

Chas. H. Campbell (Seal)

The Philadelphia Belt Line Railroad Company,

By:

F.E.Reeves,

President.

Attest:

John Morris,

Secretary.

(Corporate Seal)

The Philadelphia and Reading Railroad Company,

By:

A. A. McLeod,

President.

Attest:

Wm. R. Taylor,

Secretary.

(Corporate Seal)

Not Confidential

BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC

FD 36710

RICHMOND WATERFRONT INDUSTRIAL PARK, LLC
– PETITION FOR DECLARATORY ORDER

REPLY OF PHILADELPHIA BELT LINE RAILROAD COMPANY

EXHIBIT D – CONSTRUCTION DOCUMENTS

(COPY)

Philadelphia, June 15" 1891.

To the Board of Highway Supervisors,

Gentlemen:-

The Philadelphia Belt Line Railroad Company herewith presents its application for the construction of a section of its railroad from Allegheny Avenue to Tacony along or near the Delaware River, the location, nature and methods of the proposed work appearing from the accompanying papers

Appended will be found:

1. Certified copies of the ordinance authorizing the proposed work.
2. Certificate that the requisite security has been entered.
3. Certificate from the City Treasurer that the requisite payment has been made.
4. Seven copies of the route from Allegheny Avenue to Tacony.

JOHN NORRIS, ESQ.
SECT.

Board of Highway Supervisors

Philadelphia June 24th 1891

Mr John Norris
Sec. & Phila. Belt Line R.R. Co.

Dear Sir
The application presented by your company for permission to construct that portion of its road between Allegheny Avenue and Tacony has been approved and permits will be issued by the Board of Highways when required

Very Truly
M. M. Koppack
Sec. J.

Not Confidential

Good only for two weeks from date

Bureau of Highways Department of Public Works

No 330. Philadelphia June 30th 1891.

Paid to Receiver of Taxes by Phila. Belt Line Rail Road Co.

Four Dollars

to remove the Street Pavement on Carbon Street 500' N of Vine St, to lay tracks as per ordinance Dec. 26. 1890

$4.00

Attest: R. D. Westphal
Licence Clerk

Not Confidential PBL_000724

No. 397 Philadelphia, January 21 1892

Pay to the order of Chas L Campbell

Thirty five hundred & eighty five 17/00 Dollars.

$ 3585 17

PHILADELPHIA MORTGAGE
AND TRUST COMPANY,
322 CHESTNUT STREET.

Phila Belt Line R.R. Co.
Richard Dale Treasurer

For material furnished and work done in the construction of the Philadelphia Belt Line Railroad under contract dated May 4th, 1891.

Amount of payrolls of laborers, engineers &c., and of bills for material returned Nov. 30th, -----	$2,872.81
Ditto for month of December, 1891, as per detailed statement hereunto attached, ----------	$5,517.85
	$8,390.66
Add ten per cent for Superintendence, &c., as per contract, ----------	$ 839,06
	$9,229.72
Less former payments, ----------	$3,160.09
Amount due, ----------	$6,069.63

Correct, D Jones Lucas
Principal Assistant Engineer.

Approved, John A Wilson
Chief Engineer.

Approved John Towns
Secretary

Received, Philadelphia, January 21 1892, of the Philadelphia Belt Line Railroad Company, the sum of Six Thousand and Sixty-nine and 63/100 Dollars in full for above account.

$6,069.63

Chas. L. Campbell

016 Nos 33 376
1/7/91

SCHEDULE OF EXPENDITURES for the construction of the Philadelphia Belt Line Railroad for month of December, 1891, under contract with Charles S. Campbell, dated May 4th, 1891.

Returned by F. A. Molitor, Assistant Engineer.

Laborers and Engineer Corps on pay rolls,	$2,421.13	1 r 3	242.11
James M. Donnell, (Carting) ----------	914.76	(3)	91.48
W. C. Livengood, (for driving piles) ----	379.92	(6)	37.94
Thos. Gannon, (Materials for embankment) -	47.25	(3)	4.72
Freight Bills, (P. & R. R. R. Co.) ------	64.00	(10)	6.40
F. A. Molitor, (Personal expenses) ------	8.10	(1)	.81
			26.75
Labor, Carpenters &c., (P. & R. R. R. Co.)	267.54	$4,102.70	(6)
P. & R. R. R. Co. (for sundry material)-	1,374.51		131.81
Less material returned,---------	56.52	1,317.99	10
		$5,420.69	
		542.07	
		5962.76	

Returned by C. H. Ewing, Assistant Engineer.

Engineer Corps (for November & December)	$78.91	(1)	7.89
J. W. Gaskell & Sons (Lumber) ----------	1.80		.18
P. & R. R. R. Co. (for labor & material)	16.45	97.16	1.65
			9.72
		$5,517.85	

Deduction 97.16
10% 9.72
106.88

No. 45 Philadelphia, February 26 1892

Pay to the order of Chas S Campbell

Forty seven hundred and forty three 46/100 Dollars.

$4743 46/100

PHILADELPHIA MORTGAGE AND TRUST COMPANY, 322 CHESTNUT STREET.

Phila Belt Line R.R.Co

Richard Tull Treasurer

To Charles S. Campbell, Contractor,

For material furnished and work done in the construction of the Philadelphia Belt Line Railroad under contract dated May 4th, 1891.

Amount of pay rolls of laborers, engineers &c. and of bills for material returned Nov. 30th, 1891,	$2,872.81
Ditto for month of December, 1891,	$5,517.85
Ditto for month of January, 1892, as per detailed statement hereunto attached,	$5,774.83
	$14,165.49
Add ten per cent for Superintendence &c. as per contract,	$1,416.55
	$15,582.04
Less former payments,	$9,229.72
Amount due,	$6,352.32

Correct, D Jones Lucas

Principal Assistant Engineer.

Approved, John A Wilson

Chief Engineer.

Received, February 26 1892, of the Philadelphia Belt Line Railroad Company, the sum of Six Thousand Three Hundred and Fifty-two and 32/100 Dollars in full for above account.

$6,352 32/100

Chas. S. Campbell

SCHEDULE OF EXPENDITURES for the construction of the Philadelphia Belt Line Railroad for month of January, 1892, under contract with Charles S. Campbell dated May 4th, 1891.

Returned by F. A. Molitor, Assistant Engineer.

Laborers and Engineer Corps on pay rolls,	$2,474.70	
Joseph D. Ellis, (for cinders) ----------	486.40	
Wm. Wharton Jr. & Co. (for material) ----	100.76	
Wilson Bros. & Co. (for City Surveyor's bill)	42.00	
Young & Sons, (for repairs of instruments)	16.20	
F. A. Molitor, (for personal expenses) ----	7.92	
P. & R. R. R. Co. (for freight bills)------	64.49	
" " " " " " (for material)----------	1,085.14	$4,277.61
P. & R. R. R. Co. (for labor) ----------	250.73	
Less labor rendered by Contractor's men to P. & R. R. R. Co.,-------	38.59	212.14

Returned by C. H. Ewing, Assistant Engineer,

P. & R. R. R. Co. (for material)----------	$1,062.53	
Less material returned,----------	69.28	993.25
P. & R. R. R. Co. (for labor) ----------	243.18	243.18
P. & R. R. R. Co. (for freight)----------	48.65	48.65
		$5,774.83

Delaware 993.25
Division 243.18
48.65
1285.08
10% 128.51
1413.59

No. 69 Philadelphia, June 28th 1892

Pay to the order of Chas S Campbell

Sixteen Thousand, nine hundred & forty five 32/100 Dollars.

$ 13945 32

PHILADELPHIA MORTGAGE AND TRUST COMPANY.

THE PHILADELPHIA BELT LINE R. R. CO.

Richard Gill

TREASURER.

For material furnished and work done in the construction of the Philadelphia Belt Line Railroad under contract dated May 4th, 1891.

Amount of pay rolls of laborers, engineers &c., and of bills for material returned Nov. 30th, 1891,	$2,872.81
Ditto for month of December, 1891,	5,517.85
Ditto for month of January, 1892,	5,774.83
Ditto for month of February, 1892,	2,981.28
Ditto for month of March, 1892,	4,627.96
Ditto for month of April, 1892,	7,992.61
Ditto for month of May 1892 as per detailed statement hereunto attached,	15,289.38
	$45,056.72
Add ten per cent for Superintendence as per contract	4,505.67
	49,562.39
Less former payments,	32,744.07
Amount due,	$16,818.32

Correct,

D Jones Lucas
Prin. Asst. Engineer.

Ok 1100 6/1/70
6/28/92

Approved,

John A. Wilson
Chief Engineer.

RECEIVED, June 28 1892, of the Philadelphia Belt Line Railroad Company, the sum of Sixteen Thousand Eight Hundred and Eighteen and 32/100 Dollars in full for above account.

$16,818. 32/100

Chas. S. Campbell

SCHEDULE OF EXPENDITURES for the Construction of the Philadelphia Belt Line Railroad for month of May 1892, under contract with Charles S. Campbell dated May 4th, 1891.

Returned by F. A. Molitor, Asst. Engr.

Laborers and Engineer Corps on pay rolls,	$2,872.61	
F. A. Molitor (for personal expenses)	25.55	$2,898.16
W. G. S. Carnell (for paving on Del.Ave.)	15.50	
" " " " (for wall at Gas Works)	319.95	335.45
John P. Murphy (for blank book)----------	6.50	6.50
P. & R. R. R. Co. (for material)---------	11,072.09	
" " " " " (for freight)----------	143.95	
" " " " " (for labor & use of engines &c)	833.23	12,049.27
		$15,289.38

No. 54 Philadelphia, April 10th 1892

Pay to the order of Chas S Campbell

Sixty eight hundred and sixty three 76/100 Dollars.

$ 6863 76

PHILADELPHIA MORTGAGE AND TRUST COMPANY.

THE PHILADELPHIA BELT LINE R.R.CO.

Richard Sill

TREASURER.

For material furnished and work done in the construction of the Philadelphia Belt Line Railroad under contract dated May 4th, 1891.

Amount of pay rolls of laborers, engineers &c., and of bills for material returned Nov. 30, 1891,	$2,872.81
Ditto for month of December, 1891,	5,517.85
Ditto for month of January, 1892,	5,774.83
Ditto for month of February, 1892,	2,981.28
Ditto for month of March, 1892, as per detailed statement hereunto attached,	4,627.96
	$21,774.73
Add ten per cent for Superintendence &c., as per contract,	2,177.47
	$23,952.20
Less former payments,	18,861.45
Amount due,	$5,090.75

Correct, D Jones Lucas

Principal Assistant Engineer.

SLS 04/54 4/10/92

Approved, John T Wilson

Chief Engineer.

RECEIVED, April 10 1892, of the Philadelphia Belt Line Railroad Company, the sum of Five thousand and ninety and 75/100 Dollars in full for above account.

$5,090.75/100 Chas. S. Campbell

SCHEDULE OF EXPENDITURES for the Construction of the Philadelphia Belt Line Railroad for month of March, 1892, under contract with Charles S. Campbell, dated May 4th, 1891.

Returned by F. A. Molitor, Asst. Engr.

Laborers and Engineer Corps on pay rolls,	$1,226.99	
F.A.Molitor (for personal expenses)-------	3.15	
American Dredging Co., For dredging to make embankment on Reynolds property,	2,321.16	
P. & R. R. R. Co. (for freight bills)-----	71.95	
" " " " (for labor) ----------	59.75	
" " " " (for material) ---------	925.46	$4,608.46

Returned by C. H. Erving, Asst. Engr.

P. & R. R. Co.

For M. J. Scanlan's bill for repairs to awning, $19.50 19.50

$4,627.96

No. 77. Philadelphia, July 25th 1892

Pay to the order of Chas S Campbell

Three thousand and fifteen 20/100 Dollars.

$ 3015 20

THE PHILADELPHIA BELT LINE R.R CO.

Richard Tull

TREASURER.

PHILADELPHIA MORTGAGE AND TRUST COMPANY.

For material furnished and work done in the construction of the Philadelphia Belt Line Railroad under contract dated May 4th, 1891.

Amount of pay rolls of laborers, engineers &c., and of bills for material returned Nov. 30th, 1891,	$2,872.81
Ditto for month of December, 1891,	5,517.85
" " " " January, 1892,	5,774.83
" " " " February, "	2,981.28
" " " " March, "	4,627.96
" " " " April "	7,992.61
" " " " May "	15,289.38
" " " " June " as per detailed statement hereunto attached	4,470.94
	49,527.66
Add ten per cent for Superintendence as per contract,	4,952.76
	54,480.42
Less former payments,	49,562.39
Amount due,	$4,918.03

Ks 7918
7/25/92

Correct,

L. Jones Lucas

Prin. Asst. Engineer.

Approved,

John A. Wilson

Chief Engineer.

RECEIVED, July 25 1892 of the Philadelphia Belt Line Railroad

SCHEDULE OF EXPENDITURES for the Construction of the Philadelphia Belt Line Railroad for month of June, 1892, under contract with Chas. S. Campbell dated May 4th, 1891.

Returned by F. A. Molitor, Assistant Engineer.

Laborers and Engineer Corps on pay rolls,--	$1,902.75	
F.A.Molitor (for personal expenses)-------	18.65	
W.G.S.Carnell (for paving on Delaware Ave.)	54.80	
Jos. D. Ellis (for cinders from Gas Works)	99.80	
P. & R. R. R. Co. (for material) --------	1,071.90	
" " " " (for freight) ----------	218.56	
" " " " (for labor and use of engines &c.,	1,104.48	$4,470.94

No. 87 Philadelphia, August 19th 1892

Pay to the order of Chas S Campbell

One thousand, and ninety eight 59/100 Dollars.

$1098 59

THE PHILADELPHIA BELT LINE R. R. CO.

Richard Gill
TREASURER.

PHILADELPHIA MORTGAGE
AND TRUST COMPANY.

CANCELLED
PAID
REGISTERED

Philadelphia Belt Line Railroad under contract dated May 4th, 1891.

Amount of pay rolls of laborers, engineers &c. and of bills for material returned Nov. 30, 1891,	$2,872.81
Ditto for month of December, 1891,	5,517.85
" " " " January, 1892,	5,774.83
" " " " February, "	2,981.28
" " " " March, "	4,627.96
" " " " April, "	7,992.61
" " " " May, "	15,289.38
" " " " June "	4,470.94
" " " " July " as per detailed statement hereunto attached,	1,418.97
	$50,946.63
Add ten per cent for Superintendence as per contract,	5,094.66
	$56,041.29
Less former payments,	54,480.42
Amount due,	$1,560.87

06 8716
8/19/92
1560 87

Correct,

D Jones Lucas
Prin. Asst. Engineer.

Approved,

John A. Wilson
Chief Engineer.

RECEIVED, August 19 1892, of the Philadelphia Belt Line Railroad Company, the sum of One Thousand Five Hundred and Sixty and 87/100 Dollars in full for the above account.

$1,560.87

Chas. S. Campbell

SCHEDULE OF EXPENDITURES for the construction of the Philadelphia Belt Line Railroad for month of July 1892, under contract with Chas. S. Campbell dated May 4th, 1891.

Returned by F. A. Molitor, Assistant Engineer.

Laborers and Engineer Corps on pay rolls,	$1,098.59	
F. A. Molitor (for personal expenses)	3.65	
P. & R. R. R. Co. (for material)---------	269.20	
" " " (for freight)----------	47.53	$1,418.97

No. 58 Philadelphia, May 19th 1892

Pay to the order of Chas S Campbell

Sixty eight hundred and forty four 04/100 Dollars.

$ 6844 04

THE PHILADELPHIA BELT LINE R. R. CO.

Richard Tull

TREASURER.

PHILADELPHIA MORTGAGE AND TRUST COMPANY.

For Material furnished and work done in the construction of the Philadelphia Belt Line Railroad under contract dated May 4th, 1891.

Amount of pay rolls of laborers, engineers &c., and of bills for material returned Nov. 30, 1891,	$2,872.81
Ditto for month of December, 1891,	5,517.85
Ditto for month of January, 1892,	5,774.83
Ditto for month of February, 1892,	2,981.28
Ditto for month of March, 1892,	4,627.96
Ditto for month of April, 1892, as per detailed statement hereunto attached,	7,992.61
	29,767.34
Add ten per cent for Superintendence as per contract,	2,976.73
	32,744.07
Less former payments,	23,952.20
Amount due,	$8,791.87

Correct, C Jones Lucas

Prin. Asst. Engr.

C/S 581g 5/19/92

Approved, John T. Shinn

Chief Engineer.

RECEIVED, May 19th 1892, of the Philadelphia Belt Line Railroad Company the sum of Eight Thousand Seven Hundred and Ninety-one and 87/100 Dollars in full for above account.

$8.791 87/100

SCHEDULE OF EXPENDITURES for the Construction of the Philadelphia Belt Line Railroad for month of April, 1892, under contract with Charles S. Campbell dated May 4th, 1892.

Returned by F. A. Molitor, Asst. Engr.

Laborers and Engineer corps on pay rolls,	$1,947.83	
F. A. Molitor (for personal expenses.)	11.50	(1)
R. P. Dames (for Personal expenses.)	3.37	(2)
W. G. S. Carnell (for paving)	643.48	(3)
Penna. R. R. Co. (for labor and material)	712.04	
Jos. D. Ellis (for cinders)	115.00	(3)
P. & R. R. Co. (for Frieght bills)	564.86	
" " " (for labor)	227.41	
" " " (for materials)	3,767.12	
	$7,992.61	

No. 50

Philadelphia March 21 1892

Pay to the order of Chas S Campbell

Two thousand and thirty eight 53/100 Dollars.

$ 2038 53

PHILADELPHIA MORTGAGE
AND TRUST COMPANY,
322 CHESTNUT STREET.

Phila Belt Line R R Co
Richard Dale
Treasurer

1892

Dollars.

RRCo

Treasurer

To Charles S. Campbell, Contractor,

For material furnished and work done in the construction of the Philadelphia Belt Line Railroad under contract dated May 4,1891.

Amount of pay rolls of laborers, engineers &c., and of bills for material returned Nov.30,1891,----------	$2,872.81
Ditto for month of December, 1891,----------	5,517.85
Ditto for month of January, 1892,----------	5,774.83
Ditto for month of February, 1892, as per detailed statement hereunto attached,----------	2,981.28
	17,146.77
Add ten per cent for superintendence &c., as per contract,----------	1,714.68
	18,861.45
Less former payments,----------	15,582.04
Amount due,----------	$3,279.41

Correct,

D. Jones Lucas

Principal Assistant Engineer.

Approved,

John A. Wilson

Chief Engineer.

RECEIVED, March 21 1892, of the Philadelphia Belt Line Railroad Company the sum of Three Thousand Two Hundred and Seventy-nine and 41/100 Dollars in full for above account.

Chas. S. Campbell

$3,279.41/100

BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC

FD 36710

RICHMOND WATERFRONT INDUSTRIAL PARK, LLC
– PETITION FOR DECLARATORY ORDER

REPLY OF PHILADELPHIA BELT LINE RAILROAD COMPANY

EXHIBIT E – TITLE DOCUMENTS

Witness to Signing
Geo C Bowker
Thos C Benkert

Elizabeth L Benkert

On the tenth day of December Anno Domini 1894 before me the subscriber a Notary Public for the Commonwealth of Pennsylvania residing in the City of Philadelphia came the above named Elizabeth Benkert and in due form of law acknowledged the foregoing Indenture to be her act and deed and desired the same might be recorded as such. Witness my hand and notarial seal

Geo C Bowker (Seal)
Notary Public

Recorded December Fourteenth Eighteen Hundred and Ninety Four at One Thirty P M

42 115

Nathaniel B. Boyd
to
The Philadelphia Belt Line
Railroad Company

This Indenture made the First day of December in the year of our Lord one thousand eight hundred and ninety four (1894). Between Nathaniel B. Boyd of the one part and The Philadelphia Belt Line Railroad Company, of the other part Witnesseth, that the said Nathaniel B. Boyd for and in consideration of the sum of forty five hundred (4500.00) dollars lawful money of the United States of America, unto him well and truly paid by the said The Philadelphia Belt Line Railroad Company, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, and sold and by these presents doth grant, bargain and sell unto the said The Philadelphia Belt Line Railroad Company their successors and assigns, the full, right, liberty and privilege of laying down, erecting, constructing and forever establishing, operating and using a railroad with one or more tracks, as the said The Philadelphia Belt Line Railroad Company may deem necessary or advantageous, through, over and upon All that certain strip or piece of land situate in the County of Philadelphia State of Pennsylvania and bounded and described as follows, viz: Beginning at a point in the North line of lands of William McGill which point is four hundred and fifty three feet one and ½ inches more or less East

Nathaniel B. Boyd to Philadelphia Belt Line, December 1, 1894 (p. 1.)
JJC Vol 20., Page 264 et seq.
Not Confidential
PBL_000165

of East building line of Garden Street thence N 51.° 14! 56" W. 33 feet 1 inch along said McGill's land to a point, thence northeastwardly by a curve bearing to the Eastward with a radius of 4313 feet 9 inches 84 feet 5 inches to a point on the South line of Bridge Street, now open, which point is four hundred and ten feet eight and one half inches more or less East of the East building line of Garden Street, thence S 51.° 23! 16" E. 33 feet 1 inch along the said South line of Bridge Street to a point, thence Southwestwardly by a curve, bearing to the Eastward with a radius of 4280 feet 10 inches, 84 feet 5 inches to the place of beginning, containing 2785 Sq. ft. and being a strip of land 33 feet wide, half thereof on each side of the centre line of the Philadelphia Belt Line Railroad Company as now located over the lands of N. B. Boyd. Together with the free and uninterrupted right and privilege of passing at all times hereafter forever, over, through and along the same, with or without locomotives, passenger, freight, baggage, mail or other cars And together with the right, liberty and privilege of constructing, erecting, maintaining and using upon the said above described strip or piece of land, any and all such depots or station houses, warehouses, offices, engine houses, water, telegraph or signal stations, or other buildings and appurtenances; branches, sidings, turnouts, bridges, viaducts or other devices as the said company may deem necessary or useful for or in connection with the construction, maintenance, operation and repair of the said Railroad, and appurtenances, To have and to hold all and singular the rights, liberties, and privileges above described and hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said The Philadelphia Belt Line Railroad Company their successors and assigns to and for the only proper use and behoof of the said The Philadelphia Belt Line Railroad Company their successor and assigns forever In witness whereof, I, Nathaniel B Boyd have hereunto set my hand and Seal the day and year first above written

Sealed and Delivered
in the presence of us
George H Seltzer
Chas Chandler

Nathl. B. Boyd (Seal)

Received the day of the date of the within written Indenture

Nathaniel B. Boyd to Philadelphia Belt Line, December 1, 1894 (p. 2.)
JJC Vol 20., Page 264 et seq.
PBL_000166
Not Confidential

from the said The Philadelphia Belt Line Railroad Company the sum of Forty five hundred ($4500.00) Dollars being the full Consideration money within mentioned

Witnesses at Signing
George H. Seltzer
Chas Chandlee

Nathl B. Boyd

State of Pennsylvania } SS.
County of Philadelphia }

On the First day of December Anno Domini 1894. before me the Subscriber a Notary Public for the Commonwealth of Penna, residing in the City of Philada, personally appeared the within named Nathaniel B. Boyd and in due form of law acknowledged the within Indenture to be his act and deed and desired the same might be recorded as such. Witness my hand and Notarial seal, the day and year aforesaid

George H. Seltzer
Notary Public

Recorded December Fourteenth Eighteen Hundred and Ninety Four. at Twelve Thirty P.M.

John C Browne et ux
to
Edith L Browne

4 2 31st

This Indenture made the Fourteenth day of December in the year of our Lord one thousand eight hundred and ninety four Between John C Browne of the City of Philadelphia Gentleman and Alice E his wife of the one part and Edith L Browne of the said City Single Woman of the other part Witnesseth that the said John C Browne and Alice E his wife as well for and in Consideration of divers good and valuable causes and considerations them thereto moving as for and in consideration of the sum of One dollar lawful money of the United States of America, unto them well and truly paid by the said Edith L Browne at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged have granted bargained and sold assigned, transferred and set over and by these presents do grant, bargain and sell assign, transfer and set over unto the said Edith L. Browne and to her and assigns All that certain

Nathaniel B. Boyd to Philadelphia Belt Line, December 1, 1894 (p. 3.)
JJC Vol 20., Page 264 et seq.
PBL_000167
Not Confidential

PBL_000181

Not Confidential

of them on the deed, he denied the same
(illegible) and the said Hannah
(illegible) being of full age and separate and apart
from her said husband by me thereon privately
examined, and the full contents of the above deed
being (illegible) first made known unto her, she
thereupon declared that she did voluntarily sign
of her own free will and accord, sign, seal, and de-
liver said deed, delivering the above written Indent-
ure, Deed, or Conveyance without any coercion
or compulsion of her said husband. Witness my
hand and Notarial seal the day and year aforesaid.

Daniel M. Young
Notary Public

Recorded October Eleventh Eighteenhundred and
Ninety four at Eleven twenty five A.M.

132

John P. Wood
To
The Philadelphia Belt
Line Railroad Company

Whereas the Philadelphia
Belt Line Railroad Company
have ascertained, fixed, mar-
ked, and determined the
route for its Railroad
through and upon the land, lots of William
E. Mc Gill and now of John P. Wood, in the
Twenty Fifth Ward of the City of Philadelphia,
State of Pennsylvania, and have occupied or intend
to occupy for the purpose of said Railroad
a strip of land, containing five thousand
and eighty eight square feet as per plan and
description attached hereto, which are hereby
made of this Release. Now Know All Men
by these Presents, That we, John P. Wood and
Blanche T. his wife parties of the first
part, for and in consideration of the sum
of One Dollar unto us in hand paid by the
said Philadelphia Belt Line Railroad Company
at and before the delivery hereof, the receipt of
which is hereby acknowledged have remised

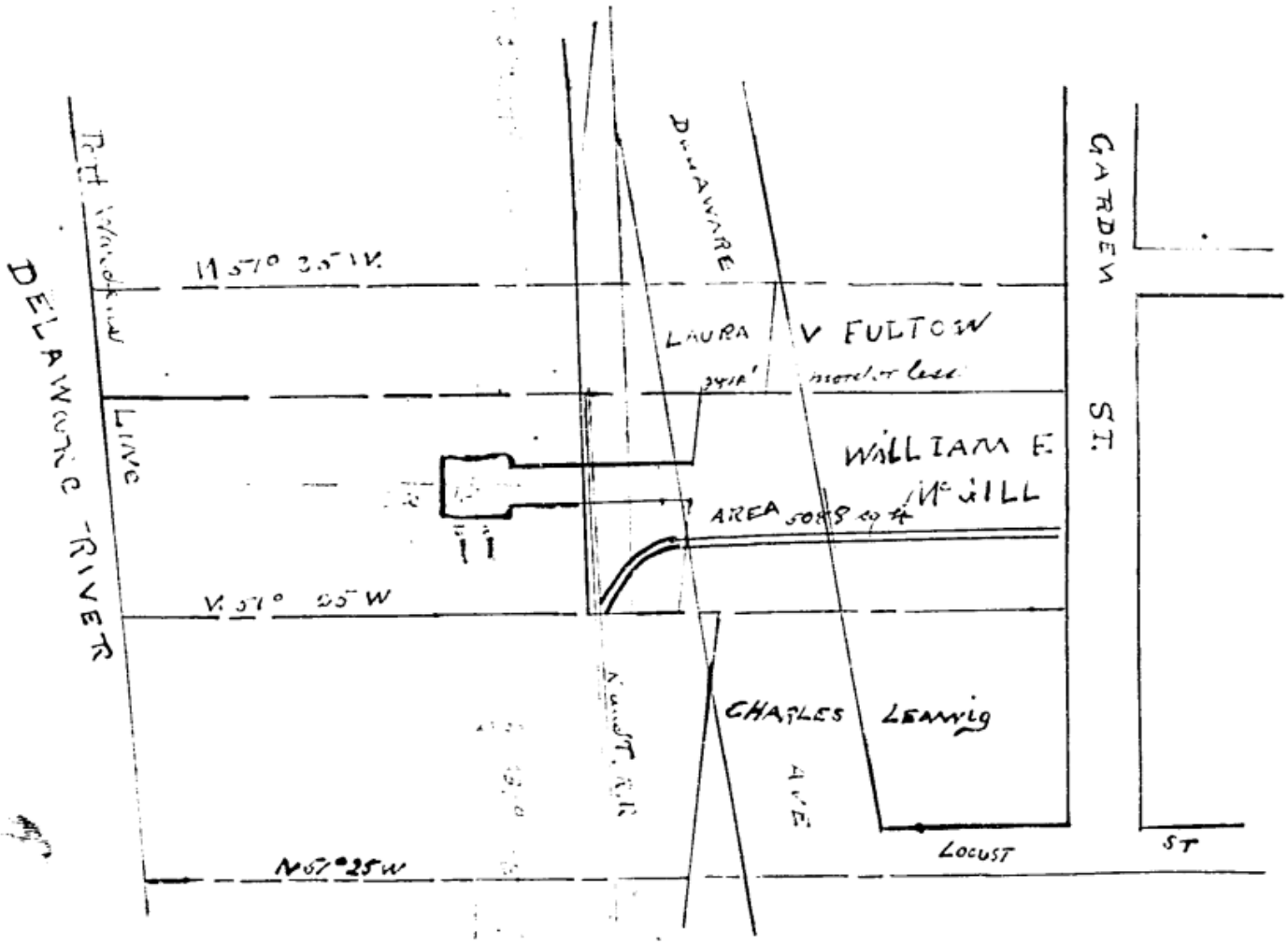
...claim and demand and forever discharg...
...by these presents do remise, release, q...
...claim and demand forever discharge the said
Philadelphia Belt Line Railroad Company
their Successors and Assigns, of and from
all suits, claims, demands and damages
whatsoever, for or by reason of their
entry upon and taking and occupying the
hereinafter described piece or strip of land
and the location, construction and operation
thereon of the said Philadelphia Belt Line
Railroad and works connected therewith
And for ourselves, ourheirs, executors, admi...
trators, and assigns, we hereby covenant and a...
to and with the said Philadelphia Belt Line
Railroad Company, their Successors and as...
that no user, occupation or possession of the
said strip or piece of ground, or any part
thereof, by ourselves or assigns, whether by
residence, cultivation, enclosure or otherwise
shall in any manner affect the right
or title of The Philadelphia Belt Line Rail-
road Company, their Successors or assigns
to the entire and exclusive possession of the
same for Railroad purposes only, Provided
however, that neither we, nor ourheirs
assigns, shall be precluded at any time
hereafter from claiming and recovering dama...
which we or they may sustain by reason
of any negligence on the part of the said
Philadelphia Belt Line Railroad Company
their Successors or Assigns in operating
the Right of Way hereby released or railroad
And works connected therewith. Beginning
at a point four hundred and sixteen feet
nine and seven eighths inches South Easterly
from the Easterly side of Garden Street on the
Northerly side of Lands late of Hanna ...

Not Confidential

Lands of J. Pemberton Ellis thence
North fifty one degrees twenty-five minutes
Sixteen seconds West thirty three feet along
said Ellis' lands to a point; thence North
Eastwardly by a curve bearing to the East
ward with a radius of four thousand three
hundred and thirteen feet ten inches about
sixty feet to a point; thence by a line tangent
to said curve North thirty-nine degrees twenty
four minutes thirty seven seconds East ninety
four feet two inches to a point in the line
between lands of John P. Wood and Charles
Lennig; thence South fifty one degrees twenty
five Minutes Sixteen Seconds East thirty three
feet along Lennig's land to a point; thence
South thirty nine degrees twenty four minutes
thirty seven seconds West ninety four feet
two inches to a point; thence by a curve
bearing to the Eastward with a radius of
four thousand two hundred and eighty feet ten
inches about sixty feet to the place of begin-
ning; containing five thousand and eighty eight
Square feet and being a strip of land three
three feet wide, one half thereof on each side
of the centre line of the Philadelphia Bel
Line Railroad as located over the lands
late of William E. McGill, now of John
"A" Wood Reau "A" Provided, however, that the
release is made and executed upon the
express conditions as follows: ——
1; That the said Railroad Company upo
the written application of the said John P. W
herein, shall and will from time to time a
and construct and maintain siding
turnouts upon either or both sides of th
Right of Way hereby released, and also u
And, over the Right of Way granted or in
to be granted by J. Pemberton Ellis to Th

PBL_000183
Not Confidential

Plan A
GARDEN ST.
Locust ST
CHARLES Lemmig
AVE
K. & M. R.R.
DELAWARE
RIVER
Port Warden Line
N 57° 25' W
N 57° 25' W
N 57° 25' W
WILLIAM E McGILL
LAURA V FULTON
AREA 3085 sq ft
DELAWARE


DELAWARE RIVER
N 57° 25' W
LAURA V FULTON
WILLIAM E. McGILL
AREA 50 FT
CHARLES LEANIG
DELAWARE AVE
GARDEN ST.
LOCUST ST
N 57° 25' W
N 57° 25' W

Plan A

Philadelphia Belt Line Railroad Company as hereinafter recited And extending to and into the property of the said John P. Wood free of any cost or charge to the said John P. Wood, his heirs or assigns in so far as said sidings or turnouts occupy or are laid upon the Right of Way hereby released, or upon the Right of Way granted or intended to be granted by J. Comberton Ellis to the Philadelphia Belt Line Railroad Company as hereinafter recited, and will permit the free uninterrupted use of the same by the said John P. Wood.

2:— That as soon as the Right of [illegible] to construct a siding or turnout [illegible] the Right of Way of the Kensington & [illegible] Railroad And Municipal authority if [illegible] be necessary so to construct is [illegible] by the said John P. Wood and the [illegible] authority so to construct and [illegible] in the Philadelphia Belt Line Railroad the said Philadelphia Belt Line Railroad Company shall and will upon the request of the said John P. Wood, construct a siding or turnout and [illegible] the same, conditioned that the said siding and turnout shall not be used for any purpose than the reception and delivery of merchandise to be received or delivered for the benefit of the said John P. Wood, his tenants or occupiers and the Philadelphia Belt Line Railroad Company and shall the Philadelphia Belt Line Railroad Company shall refuse for a period of six months after the said John P. Wood has complied with the necessary municipal requirements and made the request in writing to [illegible]

PBL_000186

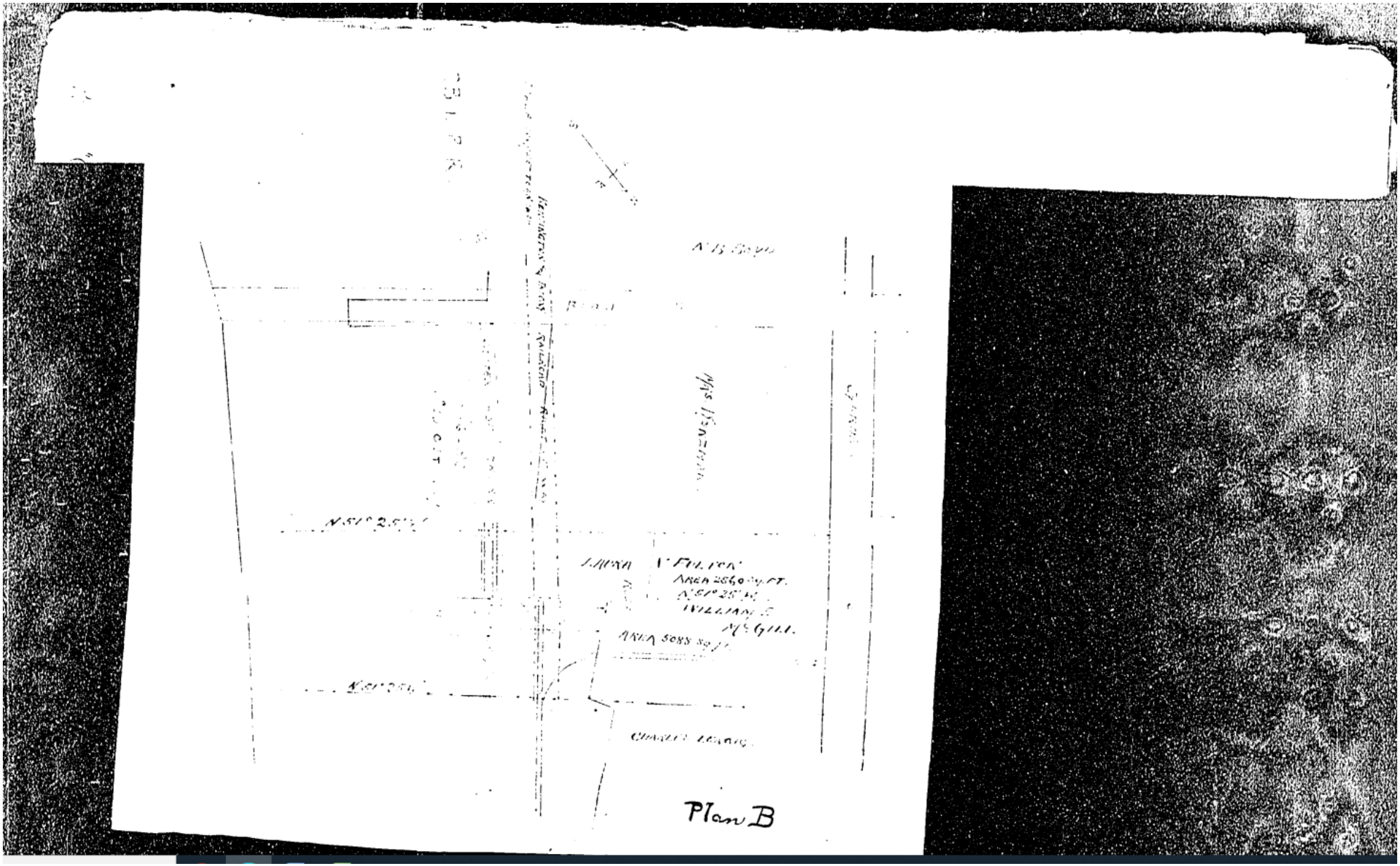
Not Confidential

Railroad Company to construct the said Siding as provided for in Article "1" of the Agreement or after the said John P. Wood has procured requisite permission to cross the Right of Way of the Kensington and Tacony Railroad and procured municipal authority, if such be necessary to do so as provided in Article "2" of this Agreement or should the Philadelphia Belt Line Railroad Company neglect to maintain the crossing hereinafter covenanted to be maintained in Article "3" across the Right of Way for the benefit of the said John P. Wood, then and in that event it is agreed that the said Philadelphia Belt Line Railroad Company shall forfeit and pay the said John P. Wood the sum of five hundred dollars as liquidating damages for loss or injury suffered by the said John P. Wood, by reason of the non-fulfillment on the part of the said Railroad Company of these covenants and contracts provided for in Articles 1, 2 & 3. And furthermore to enable the said John P. Wood to construct a Siding to the Southward of his property, the Philadelphia Belt Line Railroad Company hereby agree to assign set over and transfer to the said John P. Wood, or assigns, all the right and privilege of laying a switch or siding connecting ~~its~~ its track with the tracks now laid on the property of the said John P. Wood, in accordance with the Deed dated May twenty second A.D. 1894 from J. Pemberton Ellis to the said Philadelphia Belt Line Railroad granting to the said Philadelphia Belt Line Railroad Company the right of locating, crossing and maintaining a siding across his property in accordance with the Plan "B" hereunto attached and made

3." [illegible] "B" hereunto attached and made

PBL_000187

Not Confidential


Plan B

part of this agreement. It being understood and agreed that the said Philadelphia Belt Line Railroad Company shall not be required to assign, transfer, or set over the Right of Way for the said Switch until they shall have been furnished with a certified copy of the permission granted by the Kensington & Tacony Railroad to the said John C. Wood, or his assigns, to cross the tracks of the said Kensington & Tacony Railroad with the above described switch or siding.

3:- That the said Philadelphia Belt Line Railroad Company shall and will construct and maintain a planking and wharf structure across the Right of Way hereby released sufficient to serve as a roadway over and across the Right of Way as above described, so as to connect the wharf of the releasors and their property lying to the Westward of the hereby granted Right of Way.

4:- The said Philadelphia Belt Line Railroad Company shall and will at the written request of the said John C. Wood, construct and maintain a fence on each side and to the full length of the Right of Way hereby granted, as soon as the ground adjoining on the said Right of Way shall be filled up to the grade of the said Philadelphia Belt Line Railroad.

5:- The said Philadelphia Belt Line Railroad Company shall and will permit the said John C. Wood, upon his written application to construct and maintain at his own cost and risk, a railroad siding crossing the Right of Way hereby granted conditional [illegible]

Not Confidential
PBL_000189

said Railroad siding and the mode of its construction shall be first approved by the Chief Engineer of the said Philadelphia Fast Line Railroad Company; that in default of his approval within thirty days after the submission of a plan of construction and maintenance the said plans for construction thereof and maintenance shall be submitted to three arbitrators, one of whom shall be selected by the Railroad the other of whom shall be selected by the Philadelphia Fast Line Railroad Company, and the two so selected shall select a third, and the judgment of the said arbitrators or a majority of them concerning said plans and mode of construction and maintenance shall be final and biding upon the parties thereto. —

6:- The said Philadelphia Fast Line Railroad Company shall and will upon the written application of the said John O. Wo permit him at his own expense and risk to lay, construct and maintain water, sew gas and steam pipes under the said Ri of Way hereby released, conditioned that the plans, specifications and location of th said water, sewer, gas and steam pipes shall be first submitted in writing to the Chief Engineer of the said Philadelphia Fast Line Railroad Company for his approval and if from any cause whatever the said plans for construction and maintene shall not be approved within thirty days of the date of their submission they shall be submitted to three arbitrators to be chosen as herein before provided, and the decision of said arbitrators or a majority of them shall be final and binding upon the parties hereto

7:- The said Philadelphia Fast Line Railro

Not Confidential

PBL_000190

Company hereby agree that if at any time it shall abandon the Right of Way hereby granted or cease to operate the same as a Railroad for a continuous period of three years the same shall revert to the said John P Wood his heirs and assigns the same as if this grant had never been made conditional however that if the said abandonment or inability to operate the said Railroad shall be caused by legal proceedings the period of time shall not commence to count until such legal disability is removed or terminated. And it is further covenanted and agreed by and between the parties hereunto that each and all of the foregoing covenants and agreements shall apply to and bind the heirs executors administrators or assigns and successors of the respective parties hereunto. In Witness Whereof the said John P. Wood and Blanche T. his wife have hereunto set their hands and seals and the said Philadelphia Belt Line Railroad Company have caused its corporate seal to be affixed duly attested and these presents to be signed by its President this 20th day of June in the year of our Lord one thousand eight hundred and ninety four

Signed Sealed and Delivered
in the presence of us
Alex L. Fallon
Christopher Fallon

Jno P. Wood (Seal)
Blanche T. Wood (Seal)
The Philadelphia Belt Line Railroad Co.
by F. B. Reeves
President
attest
John J. Conley
Secretary

On the Twenty seventh day of August Anno Domini 1894. Before me the Subscriber a Notary Public for the Commonwealth of Pennsylvania residing in Wayne Delaware County Pennsylvania

PBL_000191
Not Confidential

the above named John C. Lloyd and Blanche his wife and in due form of law acknowledged the foregoing Release to be their act and deed and desired that the same might be recorded as such. And the said Blanche it being of full age and separate and apart from the said husband by me examined And the full contents of the said Release being by me made known to her she declared upon such separate examination that she did voluntarily and of her own free will and accord seal and as her act and deed deliver the said Release without any coercion or compulsion of her said husband Witness my hand and Notarial seal

Christopher Fallon
Notary Public

State of Pennsylvania }
City of Philadelphia } ss

Be it Remembered that on the third day of October A.D. One thousand eight hundred and Ninety four before me the subscriber a Notary Public for the Commonwealth of Pennsylvania, residing in the City of Philadelphia, personally appeared John J. Conley, who being duly sworn according to law deposed and said, that he is the Secretary of "The Philadelphia Belt Line Railroad Company" the corporation named in the above and foregoing Release, that he was personally present at the execution of the said Release and saw the corporate seal of the said Company affixed thereto; that Francis B. Reeves, the President of the said Company did then seal, sign and deliver the said Release as the act and deed of the said Company by virtue of the authority vested in him as such President. And deposes that the said Release might be recorded as such act and deed; that the seal so affixed is the common or corporate seal of the said Company

Not Confidential

PBL_000192

That he the deponent at the same time signed his name to the said Release, as a subscribing witness thereto And as said Secretary to attestation of the due execution and delivery thereof: and that the names of the said President and of this deponent subscribed to the said Release as aforesaid, are of their own proper and respective hand writing.

Sworn and subscribed before me
the day and year aforesaid.
Witness my hand and Notarial seal
Philip D. Neukumet
Notary Public

John J. Curley

Recorded October Eleventh Eighteen hundred and Ninety four · at Two fifteen P.M.

93

John P. Wood
vs
The Philadelphia Belt Line Railroad Company

Whereas the Philadelphia Belt Line Railroad Company has ascertained, fixed, marked and determined the route for its Railroad through and upon the land late of William E. Mc Gill and now of John P. Wood, in the Twenty fifth Ward of the City of Philadelphia, State of Pennsylvania and has occupied or intends to occupy for the purpose of said railroad a strip of land containing thirteen thousand and sixty one square feet as per plan attached hereto which is hereby made a part of this Release. Know All Men by these Presents, That we, John P. Wood and Blanche J. his wife parties of the first part, for and in consideration of the sum of Fifteen Hundred Dollars unto us in hand paid by the said Philadelphia Belt Line Railroad Company at and before the sealing and delivery hereof, the receipt whereof is

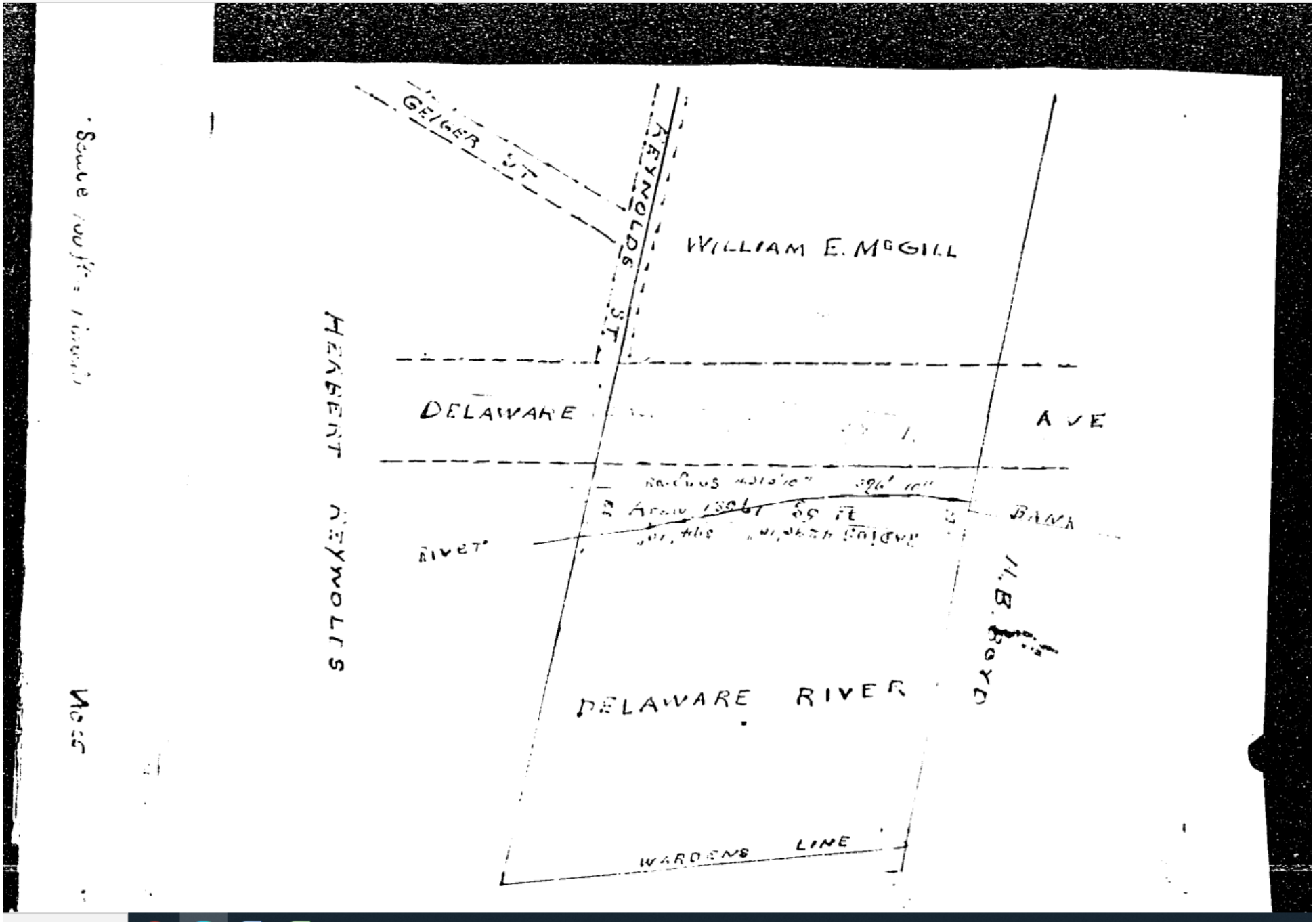
PBL_000193

Not Confidential

hereby acknowledged, have remised released quit-claimed and forever discharged, and by these presents do remise, release, quit-claim and forever discharge the said Philadelphia Belt Line Railroad Company, their Successors and Assigns of and from all manner of, claims demands and damages whatsoever for upon or by reason of their entry upon and taking and occupying a strip or piece of land beginning at a point on the property line between lands of said John P. Wood and of lands now or late of Herbert Reynolds which said property line is located in Reynolds Street eight feet Southwest from the Northeast side of said Reynolds Street thirty feet wide produced) and at the distance of Sixty six feet two and one eighth inches Southeastwardly from the Southeasterly right of way line of the Kensington and Tacony Rail Road; thence Northeastwardly by a curve bearing to the Eastward with a radius of four thousand three hundred and thirteen feet nine and three eighths inches three hundred and ninety five feet five and seven eighths inches to a point on the property line between lands late of William E. McGill now of John P. Wood and of R. B. Boyd, thence along said Boyd's land South fifty one degrees fourteen minutes fifty two seconds East thirty three feet two and one eighth inches to a point; thence South Westwardly by a curve bearing to the Eastward with a radius of four thousand two hundred and eighty feet nine and three eighths inches the distance of three hundred and ninety six feet eight and three eighths inches to said land now or late of Herbert Reynolds and thence along same North forty nine degrees twenty one minutes

PBL_000194
Not Confidential

GEIGER ST
REYNOLDS ST
WILLIAM E. McGILL
HERBERT REYNOLDS
DELAWARE
AVE
Area 1396 Sq Ft
BANK
River
N.B. BOYD
DELAWARE RIVER
WARDENS LINE
Scale 100 ft = 1 inch
Moss


GEIGER ST
REYNOLDS ST
WILLIAM E. McGILL
DELAWARE
AVE
RIVER
DELAWARE RIVER
WARDENS LINE

and Twenty four seconds West thirty three feet ten and five eighths inches to the place of beginning, Containing thirteen thousand and sixty one square feet and being a strip of land thirty three feet wide with one half thereof on each side of the centre line of the Philadelphia Fleet Line Railroad as now located over the lands of William C. Mc Gill and the location, construction and operation thereon of the said Philadelphia Fleet Line Railroad and works connected therewith, And for ourselves, our heirs, executors administrators and assigns, we hereby covenant and agree to and with the said Philadelphia Fleet Line Railroad Company, their Successors and assigns, that no user, occupation or possession of the said strip or piece of land or any part thereof, by us our heirs, executors, residence, cultivation, enclosure or otherwise shall in any manner affect the right or title of the Philadelphia Fleet Line Railroad, their Successors and assigns to the entire and exclusive possession of the same for railroad purposes only: Provided, however, that neither we nor our heirs or assigns shall be precluded at any time hereafter from claiming and recovering damages which we or they may sustain by reason of any negligence on the part of the said Philadelphia Fleet Line Railroad Company their Successors or assigns in operating the Right of Way hereby released or railroad and works connected therewith: Provided, however that this Release is made and executed upon the express conditions as follows: ——

First:— That the said Railroad Company upon the written application of the said John P. Wood, his heirs or assigns, shall and will

from time to time lay, construct and maintain sidings and turnouts upon either or both sides of the Right of Way hereby released for leading to and into the property of the said John P. Wood free of any cost or charge to the said John P. Wood, in so far as the said sidings or turnouts occupy or are laid upon the Right of Way hereby released and will permit the free and uninterrupted use of the same by the said John P. Wood. The said Philadelphia Belt Line Railroad Company shall and will upon the written application of the said John P. Wood, permit him at his own cost and expense and such to lay, construct and maintain water, sewer, gas and steam pipes under the said Right of Way hereby released conditioned that the plans, specifications and location of the said water, sewer, gas and steam pipes shall be first submitted in writing to the Chief Engineer of the Philadelphia Belt Line Railroad Company for his approval, and if from any cause whatsoever the said plans for the construction and maintenance shall not be approved within thirty days from the date of their submission, they shall be submitted to three arbitrators, to be chosen, as hereinafter provided, and the decision of three arbitrators, or a majority of them shall be final and binding upon the said parties hereto.

Second:- And the said Philadelphia Belt Line Railroad Company hereby agrees that if at any time they shall abandon the Right of Way or cease to operate the same as a Railroad for a continuous period of three years the same shall revert to the said John P. Wood, his heirs and assigns the same as if this grant had never been made, conditioned however, that

PBL_000198

Not Confidential

of the said abandonment or inability to operate the said Railroad shall be caused by legal proceedings the period often shall not commence to count until the said legal disability is removed.

Third; That the said Philadelphia Beef Line Railroad Company shall build and maintain a planking and wharf structure across the Right of Way hereby released sufficient to serve as a roadway over and across the said Right of Way as above described, so as to connect the wharf of the Releasors and their property lying to the westward of the hereby granted Right of Way.

Fourth:- The said Philadelphia Beef Line Railroad Company shall and will at the written request of the said John B. Wood, construct and maintain a fence on each side and to the full length of the Right of Way hereby granted, so soon as the ground abutting on the said Right of Way shall be filled up to the grade of the said Philadelphia Beef Line Railroad.

Fifth:- The said Philadelphia Beef Line Railroad Company shall and will permit the said John B. Wood upon the written application to construct and maintain at his own cost and risk a Railroad Siding crossing the Right of Way hereby granted, conditioned that the plan of the said railroad siding and the mode of its construction shall be first approved by the Chief Engineer of the said Philadelphia Beef Line Railroad Company; that in default of the approval within thirty days after the submission of a plan of construction and maintenance the said plans for construction thereof and maintenance shall be submitted to three arbitrators one of whom shall

PBL_000199

Not Confidential

(1) selected by the Releasor the other of whom shall be selected by the Philadelphia Belt Line Railroad Company and the two so selected shall select a third And the judgment of the said Arbitrators or a majority of them concerning said plans and modes of construction and maintenance shall be final and binding upon the parties hereunto. And it is further covenanted and agreed by and between the parties hereto that each and all the foregoing covenants and agreements are to and apply to and bind the heirs, executors, administrators and assigns of the respective parties hereto. In Witness Whereof the said John P. Wood and Blanche T. his wife have hereunto set their hands and seals and the said Philadelphia Belt Line Railroad Company have caused its corporate seal to be affixed duly attested and these presents to be signed by its President this Fifteenth day of June A.D. in the year of our Lord 1894.

Signed, Sealed and Delivered
in the presence of us
Alex L. Fallon
Christopher Fallon

John P. Wood (L.S.)
Blanche T. Wood (L.S.)
The Philadelphia Belt Line Railroad Co.
by F. B. Reeves
President
attest
John J. Curley
Secretary

On the Twenty seventh day of August Anno Domini 1894 Before me the subscriber a Notary Public for the Commonwealth of Pennsylvania residing in Wayne Delaware County Pennsylvania Came the above named John P. Wood and Blanche T. his wife and in due form of law acknowledged the foregoing Release to be their act and deed and desired that the same might be recorded as such. And the said Blanche T being of full age and separate and apart from her said husband by me examined and the full contents of the said

PBL_000200
Not Confidential

Notice being given made known to the deponent upon such separate examination that she did voluntarily and of her own free will and accord seal and as her act and deed deliver the said Release without any coercion or compulsion of the said husband. Witness my hand and Notarial seal

Christopher Fallon
Notary Public

State of Pennsylvania }
City of Philadelphia } ss

Be it remembered that on the 22nd of October A.D. 1894 before me the subscriber a Notary Public in and for the Commonwealth of Penna residing in the City of Philadelphia P.S.N. personally appeared John J. Curley, who being duly sworn according to law, deposes and said that he is the Secretary of the Philadelphia Belt Line Railroad Company, the corporation named in the above and foregoing Release: that he was personally present at the execution of the said release and saw the corporate seal of the said Company affixed thereto; that Francis B. Reeves the President of the said Company did then seal, sign and deliver the said release as the act and deed of the said Company by virtue of the authority vested in him as such President and desired that the said release might be recorded as such act and deed: that the seal so affixed is the common or corporate seal of the said company; that he deponent at the same time signed his name to the said release as a subscribing witness thereto and as said Secretary in attestation of the execution and delivery thereof; and that the name of the said President and of this deponent subscribed to the said release as aforesaid are of their own proper and

PBL_000201
Not Confidential

Respectively Indexed
Sworn and Subscribed before me
this day the year first aforesaid
Witness my hand and Notarial Seal John J. Mulvey.
Philip L. Dunkerley
Surpass Fees
Recorded October Eleventh Eighteen hundred and
Ninety four at Two fifteen P.M.

5196

The Fire Association of Philadelphia
to
Amos Dotterer

This Indenture made the Eighth day of November in the year of our Lord one thousand eight hundred and ninety four (1894) Between The Fire Association of Philadelphia of the one part and Amos Dotterer of the City of Philadelphia Brick Manufacturer of the other part Witnesseth That the said The Fire Association of Philadelphia for and in Consideration of the sum of One thousand five hundred dollars lawful money of the United States of America unto them well and truly paid by the said Amos Dotterer at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged have granted bargained sold Released and extinguished and by these presents do grant bargain sell release and extinguish unto the said Amos Dotterer his heirs and assigns All that Certain Yearly Ground Rent or Sum of Ninety dollars lawful money such as aforesaid Chargeable on half yearly issuing and payable by James Larkins his heirs and assigns on the first day of the months of January and July in every year without deduction for Taxes &c Out of and for All That Certain Lot or Piece of ground with the brick messuage or tenement thereon erected Situate on the North westerly side of Point Breeze Avenue commencing at the distance of Thirty seven feet eleven and five eighths inches Southwestward from the South side of Cross Street in the Thirty sixth (late Twenty sixth) Ward of the City of Philadelphia Containing in front or breadth on the said Point Breeze Avenue

PBL_000202
Not Confidential

1225-10

No. C-782743-ROS

INFORMATION CERTIFICATE

Dated 12/5/1984

Commonwealth Land Title Insurance Company

Home Office: 8 Penn Center, Philadelphia, Pennsylvania 19103

Based upon the examination of evidence in the appropriate public records, Company certifies that the premises endorsed hereon are subject to the liens, encumbrances and exceptions to title hereinafter set forth. This Certificate does not constitute title insurance; liability hereunder is assumed by the Company solely in its capacity as an Abstractor for its negligence, mistakes or omissions in a sum not exceeding One Thousand Dollars unless otherwise endorsed hereon.

RECORD TITLE	Deed from: J. Pemberton Ellis, & wife TO: The Philadelphia Belt Line Railroad Company DATED: 10/31/1907 RECORDED: 11/11/1907 in DEED BOOK: WSV 924 page 340.
REGISTERED TAXES	1984 Assessment $664.00 BALANCE City $1.29 BALANCE School $1.17
CURRENT TAXES	ASSESSED AS 2831 Reynolds Street 1985 Assessment $761.00
WATER AND SEWER RENTS	ASSESSED AS 2831 Reynolds Street VACANT GROUND Source of water to be disclosed and additional searches completed prior to settlement (if sufficient information is not furnished, funds will be retained at settlement).
MECHANICS AND MUNICIPAL CLAIMS	NONE
MORTGAGES	NONE
JUDGMENTS	Commonwealth, Dept. of Revenue, Bureau of Accounts Settlement vs Phila. Belt Line Railroad Co. CP June 1984 #2337 $95.00 6/15/1984 (STATE LIEN 1983) Address: P.O. Box 5942, Phila., Pa.

(CONTINUED ON REVERSE SIDE)

NOTE: The status or validity of title to the subject premises may be affected by matters disclosed by survey, rights of parties in possession and other items not found of record and not certified hereon. Therefore, the Applicant is cautioned against using this Certificate as a basis for consummating a real estate transaction, until this Certificate is converted into a Title Report, at which time additional exceptions and settlement requirements will be added.

JR

Additional liability may be assumed upon payment of additional charges, in accordance with prevailing schedule of rates.
SETTLEMENT or the removal of items and exceptions will not be made on this certificate.
This Certificate may be converted into a report for title insurance at any time. If the conversion is made within six months from the date hereof, credit will be allowed against the fee heretofore paid.

Alfred L. Mackler
Assistant Vice President

PA 45 Not Confidential
725-99-2020

PBL 001117

ATTACHED TO AND FORMING PART OF INFORMATION CERTIFICATE
ISSUED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY

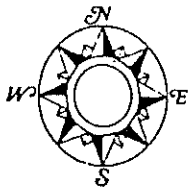
EXCEPTIONS

A	Taxes settled by the Commonweatlh of Pennsylvania against The Philadelphia Belt Line Railroad Company.
B	Possible rights of the United States of America, the Commonwealth of Pennsylvani the Public and other riparian owners between high and low water marks of Delaware River .
C	Subject to the laws and authority of the Federal and State Governments, their political subdivisions and agencies, to regulate commerce and navigation over part of the premises extending beyond the high water mark of the Delaware R and to exert governmental title and ownership in the area lying beyond the original low water mark.
D	Easement of Reading Railroad (being in the bed of former Delaware Avenue since Stricken from City Plan.
E	Premises hereon is on interior lot, having no frontage or any legally opened Street.

C-782743-ROS *TITLE INSURANCE SERVICES AVAILABLE* BLOCK 81 N 23 LOT 68

THROUGH THIS COMPANY, ITS SUBSIDIARIES, AGENTS, & APPROVED ATTORNEYS, IN:

Alaska	Kansas		New Jersey	Utah
Alabama	Kentucky		New Mexico	Vermont
Arizona	Louisiana		New York	Virginia
Arkansas	Maine		North Carolina	West Virginia
California	Maryland		North Dakota	Wisconsin
Colorado	Massachusetts		Ohio	Wyoming
Connecticut	Michigan		Oklahoma	
Delaware	Minnesota		Oregon	
Florida	Mississippi		Pennsylvania	◆
Georgia	Missouri		Rhode Island	
Hawaii	Montana		South Carolina	Bahamas
Idaho	Nebraska		South Dakota	District of Columbia
Illinois	Nevada		Tennessee	Puerto Rico
Indiana	New Hampshire		Texas	Virgin Islands



DESCRIPTION

ALL THAT CERTAIN lot or piece of ground SITUATE in the 25th Ward of the City of Phila. BOUNDED AND Described according to a Survey thereof made by G. W. Webster, Jr. Surveyor and Regulator of the 10th District dated 7/10/1894 as follows

BEGINNING at a point formed by the intersection of the piping line between the said John P. Wood and Herbert Reynolds which said property line located in Reynolds Street (since stricken) 8 feet Southwest from the Northeastside of said Reynolds Street 30 feet wide (Since stricken) produced and the Southeast Right of Way line of the Kensington and Tacony Railroad and the Delaware Avenue (since Stricken) at the distance of 35 feet 5 inches Northwestwardly from the Southeasterly side of said Delaware Avenue (since stricken) 100 feet wide measured along Reynolds line thence extending Northeasetwardly along the Southeast Right of way line of the Kensington and Tacony Railroad Curving with a radius of 2,849 feet 11-1/8 inches the distance of 176 feet 6-3/4 inches to a point; thence extending southeastwardly on a line parallel with said Reynolds Street (since stricken) South 49 degrees 21 minutes 24 seconds East 199 feet 7-7/8 inches to arbitrary Low water mark line in the Delaware River and thence Southwardly by said arbitrary low water line 189 feet 4-1/8 inches to a point in Reynolds line and thence extending along said line 8 feet southwest of the Northeast line of Reynolds Street 30 feet wide (since stricken) produced North 49 degrees 21 minutes 24 seconds West 245 feet 4-5/8 inches to the Place of beginning. with the Right to extend unto the Delaware River as far as law or Custom permits . Bounded Northwestwardly by the Kensington and Tacony Railroad Northeastwardly by other ground of the said John P. Wood Southeastwardly by the Delaware River and Southwestwardly by ground now or late of Herbert Reynolds.
ASSESSED AS 2831 Reynolds Street.

TAXPAYER INFORMATION

- Additions imposed by law will accrue on unpaid 1984 taxes at the rate of 1.5% per month or part thereof from February 1 through December 31, 1984.
- As of January 1, 1985 unpaid 1984 taxes plus accrued additions will be considered "Registered Delinquent" and additional penalty plus interest will be charged on the total Registered Delinquent amount.
- It is the obligation of the taxpayer to see that the proper tax bill is received and paid on time. Please notify the Department of Revenue, Bill Services Unit, of changes of mailing address.

TAX RATE

(Per $100.00 Assessed Value)

City	$3.90
School	$3.575
Total	$7.475

INSTRUCTIONS

1. Mail or present BOTH LOWER SECTIONS when you pay this bill.
2. Make check payable to: "CITY OF PHILADELPHIA"
3. Receipted bill will be returned to you
4. Bills may be paid in person at Concourse level of MUNICIPAL SERVICES BUILDING John F. Kennedy Blvd at 15th St.

▼ DETACH HERE ▼

City of Philadelphia
Department of Revenue
P.O. Box 1409
Philadelphia, Pa. 19105

The City and School District of Philadelphia

1984 REAL ESTATE TAX BILL.

83-T-100 (REV. 11-83-XEROX 97(

45 3 134500	ACCOUNT NO.
3,000	MARKET VALUE
664	ASSESSED VALUE
25.90	CITY TAX
23.74	SCHOOL TAX
49.14	Amount due o or before JAN 25, 1984 (AFTER 1% discoun
49.64	Amount due o or before JAN 31, 1984

RECEIPT WHEN VALIDATED BELOW

PHILA BELT LINE R R CO
12TH & MARKET STS
PHILADELPHIA, PA., 191

Account Billed

PHILA BALT LINE R R CO 605
500FT E GARDEN DEN

▼ RETURN BOTH SECTIONS WITH PAYMENT ▼

ACCOUNT NO.	Requestor No	Market Value	Assessed Value	CITY TAX	SCHOOL TAX
45 3 134500	605	3,000	664	25.90	23.74

Tax due on or before JAN 25	49.14	Tax due on or before JAN 31	49.64

2831 REYNOLDS St

PROPERTY LOCATION
500FT E GARDEN

City of Philadelphia
Department of Revenue
P.O. Box 1409
Philadelphia, PA. 19105

REAL ESTATE TAX BILL 1984

New PBLRR

33360012584000000004531345000000000496400000049149840000002590000005

CITY MAP #: 8-1-N-23 #68

WE HAVE ORIG DEED Agmt # 1225-10

DEED BOOK WSV 924-340 J Pemberton Ellis to PBL 10/31/1907

1225-10

This Indenture, Made the Thirty-first day of —— October —— in the year of our Lord one thousand nine hundred and seven (1907) —— **Between** J. Lemberton Ellis of the City of Philadelphia and Mary R. H. his wife, (hereinafter called the Grantors) of the first part and "The Philadelphia Belt Line Railroad Company" a corporation organized and formed under the Laws of the State of Pennsylvania (hereinafter called the Grantee) of the other part ——

Witnesseth, That the said Grantors ——

—— for and in consideration of the sum of One dollar —— lawful money of the United States of America, unto them —— well and truly paid by the said Grantee —— at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have ——

—— granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents do ——

—— grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee its successors and Assigns, All that certain lot or piece of ground Situate in the Twenty fifth Ward of the said City of Philadelphia. Bounded and described according to a survey thereof made by J. H. Webster Jr. Surveyor and Regulator of the Forth District. dated July 10th 1894. as follows viz Beginning at a point formed by the intersection of the property line between the said Peter P. Wood and Herbert Reynolds (which said property line is located in Reynolds Street eight feet Southwest from the

Northeast side of said Reynolds street thirty feet wide produced) and the Southeast right of way line of the Kensington & Tacony Railroad and the Delaware Avenue at the distance of thirty five feet five inches Northwestwardly from the Southeasterly side of said Delaware Avenue (one hundred feet wide) measured along Reynold's line thence extending Northeastwardly along the Southeast right of way line of the Kensington and Tacony Railroad curving with a radius of two thousand eight hundred and forty nine feet eleven and one eighth inches the distance of one hundred and seventy six feet nine and three quarters inches to a point thence extending Southeastwardly on a line parallel with said Reynolds street South forty nine degrees twenty one minutes twenty four seconds East one hundred and ninety nine feet seven and seven eighths inches to arbitrary low water mark line X in the Delaware River and thence Southwardly by said arbitrary low water line X one hundred and eighty nine feet and four and one eighth inches to a point in Reynolds line and thence extending along said line (eight feet Southwest of the Northeast line of Reynolds street thirty feet wide produced) North forty nine degrees twenty one minutes twenty four seconds West two hundred and forty five feet four and five eighths inches to the place of beginning with the right to extend into the Delaware River as far as law or custom permits. Bounded Northwestwardly by the Kensington and Tacony Railroad Northeastwardly by other ground of the said Robert P. Wood Southeastwardly by the Delaware River and Southwestwardly by ground now or late of Herbert Reynolds

Being the same premises which Robert P. Wood and wife by Indenture bearing date the Twentieth day of June A.D. 1894 and recorded in Deed Book T.G. No. 456 page 288 &c granted and conveyed unto J. Pemberton Ellis in fee under and subject to the right of way granted by the said Robert P. Wood to the said The Philadelphia Belt Line Railroad Company by Deed dated the Fifteenth day of June A.D. 1894 and intended to be recorded, And the said J. Pemberton Ellis by a Declaration of Trust under

this Treaty and seal bearing date the Twenty fifth day of June A.D. 1894 and recorded at Philadelphia in Deed Book T.J.C. No. 16. page 6 &c. did declare that he held the said lot of ground above described for the sole and exclusive use of the said The Philadelphia Belt Line Railroad Company and would at any time upon written request of the said The Philadelphia Belt Line Railroad Company attested by its officers under seal convey the above mentioned lot of ground to such person or corporations as the said The Philadelphia Belt Line Railroad Company may direct free and clear of all encumbrances. And the said The Philadelphia Belt Line Railroad Company by writing bearing even date herewith has requested and directed the said J. Pemberton Ellis to convey said premises to it the said The Philadelphia Belt Line Railroad Company in fee and this present Indenture is made in pursuance of said request.

Together *with all and singular the* improvements *Streets, Alleys, Passages, Ways, Waters, Water-Courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever, of them the said Grantors*

in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof,

To have and to hold *the said* lot of ground above described

Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurtenances,

unto the said Grantee, its successors

and Assigns, to and for the only proper use and behoof of the said Grantee, its successors

and Assigns for ever.

And the said Grantors for themselves their heirs executors and administrators _____

_____

_____ Do _ by

these presents, covenant, grant, and agree, to and with the said Grantee its successors

_____

and Assigns, that they the said Grantors and their heirs _____

_____ all and singular the

hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee its successors _____

_____

and Assigns, against them the said Grantors and their heirs _____

_____

and against all and every other Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from, or under _____ them, or any of them, _____

_____ shall and will _____

_____ WARRANT and forever DEFEND. _____

In Witness Whereof, the said Parties to these Presents have hereunto interchangeably set their hand and seals. Dated the day and year first above written. _____

Sealed and Delivered
IN THE PRESENCE OF US:

James S. Gentry

Edwin H. Glenn

J Pemberton Ellis

Mary R. M. Ellis

Received, *the day of the date of the above Indenture, of the above named* Grantee the full con-
sideration money above mentioned.

Witnesses at signing.
Frank S. Glentz

J. Lamberton Ellis

On the Thirty-first *day of* October *Anno Domini* 1907, *before me,*
the subscriber, a Notary Public for the Commonwealth of Pennsylvania,
residing in ~~the City of Philadelphia~~ Jamestown, Pa.
personally appeared the above-named
J. Lamberton Ellis & Mary R. H. Ellis his wife
and in due form of law acknowledged the above **Indenture** *to be* their *and each of* their *act and deed, and*
desired the same might be recorded as such.

Witness *my hand and* Notarial *seal the day and year aforesaid.*

Frank S. Glentz
NOTARY PUBLIC.
Commission Expires February 5th, 1911.

Recorded *in the Office for Recording of Deeds in and for* the City and County of
Phila *in Deed Book* W S V *No.* 924 *page* 340 *&c.*

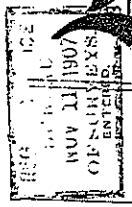
Witness *my hand and seal of Office this* thirtieth
day of June *Anno Domini* 1907

Recorder

Not Confidential

1225-10

Deed.



~~1527.99~~

J. Pemberton Ellis
et. ux.

to

The Philadelphia Belt Line
Railroad Company

Premises. 25th Ward Philada.

10-31-1907

John G. Clark Company, Printers and Stationers, 230 Dock St., Philadelphia.

140

PBL_001127

102799 J Pemberton Ellis etux
to
The Phila Bell Line R.R. Co.

This Indenture Made the thirty first day of October in the year of our Lord one thousand nine hundred and seven (1907) Between J Pemberton Ellis of the City of Philadelphia and Mary R. his wife hereinafter called the grantors of the first part and the Philadelphia Bell Line Railroad Company a Corporation organized and formed under the laws of the State of Pennsylvania hereinafter called the Grantee of the other part witnesseth that the said grantors for and in consideration of the sum of One dollar lawful money of the United States of America unto them well and truly paid by the said grantee at and before the sealing and delivery of these presents the Receipt whereof is hereby acknowledged have granted bargained sold aliened enfeoffed Released and confirmed and by these presents do grant bargain sell alien enfeoff Release and confirm unto the said grantee its successors and assigns all that certain lot or Piece of ground situate in the thirty fifth ward of the said City of Philadelphia Bounded and described according to a Survey thereof made by J. R. Webster Jr. Surveyor and Regulator of the lands and

J PEMBERTON ELLIS TO PBL 10-31-1907
REYNOLDS ST.
MAP SIN 23 #68
DEED WSV 924-#340
PBL AGR # 1225-10

Not Confidential

PBL_001128

in the twenty fifth ward of the said City of Philadelphia
bounded and described according to a Survey thereof made
by J. H. Webb Jr Surveyor and Regulator of the said dis-
trict dated July 10 1894 as follows viz beginning at a point
formed by the intersection of the property line between the

Not Confidential

said John J. Wood and Herbert Reynolds which said property lies
located in Reynolds Street eight feet southwest from the southeast
of said Reynolds Street sixty feet wide produced and the southeast right
of way line of the Pennington and Jacony Railroad and the Delaware
avenue at the distance of sixty six feet four inches northwesterly
from the southeasterly side of said Delaware avenue one hundred
feet wide measured along Reynolds line thence extending northeastwardly
along the southeast right of way line of the Pennington and Jacony
Railroad curving with a Radius of two thousand eight hundred and
forty nine feet eleven and one eighth inches the distance of one
hundred and seventy six feet six and three quarters inches to
a point thence extending southeastwardly in a line parallel with
said Reynolds Street south forty nine degrees twenty one minutes
twenty four seconds east one hundred and ninety nine feet
seven and seven eighths inches to arbitrary low water Survey
line in the Delaware River and thence southwardly by said arbi-
trary low water line one hundred and eighty nine feet three
four and six eighth inches to a point in Reynolds line and
thence extending along said line eight feet southwest of the south
east line of Reynolds Street sixty feet wide produced south forty
nine degrees twenty one minutes twenty four seconds east to

Not Confidential

line extending along said line eight feet southwest of the said
east line of Reynolds Street thirty feet and produced North four
nine degrees thirty one minutes thirty four seconds West two
hundred and forty six feet and six eighths inches to the
place of Beginning with the Right to extend into the Delaware
River as far as law or custom permits bounded Northeast
wardly by the Kensington and Tacony Railroad Northeastwardly
by other ground of the said John P Wood Southeastwardly
by the Delaware River and Southwestwardly by ground now or late
of Herbert Reynolds being the same premises which John P Wood
and wife by Indenture bearing date the twentieth day of June
A D 1894 and Recorded in said Book J G No 450 Page 458 &c
granted and conveyed unto J Pemberton Ellis in fee subject
and subject to the Right of way granted by the said John P
Wood to the said The Philadelphia Belt Line Railroad Company
by deed dated the fifteenth day of June A D 1894 and intended
to be Recorded and the said J Pemberton Ellis by a
Declaration of trust under his hand and seal bearing even
the twenty fifth day of June A D 1894 and Recorded at
Philadelphia in said Book J G 6 No 16 Page 6 &c did declare
that he held the said Lot of ground above described

Not Confidential

PBL_001131

sole and exclusive use of the said the Philadelphia Bell Line Rail
Road Company and should at any time upon written Request of
the said the Philadelphia Bell Line Railroad Company interest [illegible]
its officers under the Seal to convey the above mentioned lot
ground to such person or Corporation as the said the Philadelphia
Bell Line Railroad Company may direct free and clear of all incum
brance and the said the Philadelphia Bell Line Railroad Company
by writing bearing even date herewith has Requested and directed
the said Jennison Ellis to convey said premises to the said
the Philadelphia Bell Line Railroad Company as per said this pres
Indenture is made in pursuance of said Request together with
all and singular the Improvements Ways alleys passages
roads rights rights courses Rights liberties privileges hereditaments
and appurtenances whatsoever thereunto belonging or in any
wise appertaining and the Reversion and Remainder Rents
issues and profits thereof and all the estate Right title interest
property Claim and demand whatsoever of them the said
grantors in law equity or otherwise howsoever of in and
to the same and every part thereof (to have and to hold
the said lot of ground above described hereditaments and
premises hereby granted or mentioned and intended so

Not Confidential

PBL_001132

to the same and every part thereof (to have and to hold
the said lot of ground above described hereditaments and
premises hereby granted or mentioned and intended so
to be with the appurtenances unto the said grantee its succes-
sors and assigns to and for the only proper use and behoof
of the said grantee its successors and assigns forever and
the said grantors for themselves their heirs executors and
administrators do by these presents covenant grant and agree
to and with the said grantee its successors and assigns
that they the said grantors and their heirs all and sing-
ular the hereditaments and premises herein above described
and granted or mentioned and intended so to be with the
appurtenances unto the said grantee its successors and assig-
ns them the said grantors and their heirs and against
all and every other person or persons whatsoever lawfully
claiming or to claim the same or any part thereof by
from or under them or any of them shall and will warr-
ant and forever defend In witness whereof the said
parties to these presents have hereunto interchangeably set
their hands and seals dated the day and year first
before written

.0280

Not Confidential

Sealed and delivered
in the presence of } J. Pemberton Ellis (SEAL)
Frank L. Gentry
Edwin J. Glenn } Mary R. H. Ellis (SEAL)

Received the day of the date of the above Indenture of the above named
grantee the full consideration money above mentioned

Witness as to signing
Frank L. Gentry } J. Pemberton Ellis

On the Sixty first day of July Anno Domini 1907 before me the
subscriber a notary public for the Commonwealth of Pennsylvania
Residing in Jenkintown personally appeared the above named
J. Pemberton Ellis and Mary R. H. his wife, and in due
form of law acknowledged the above Indenture to be their and
each of their act and deed and desired the same might be
Recorded as such witness my hand and notarial seal the
day and year aforesaid

Frank L. Gentry
Notary public (SEAL)

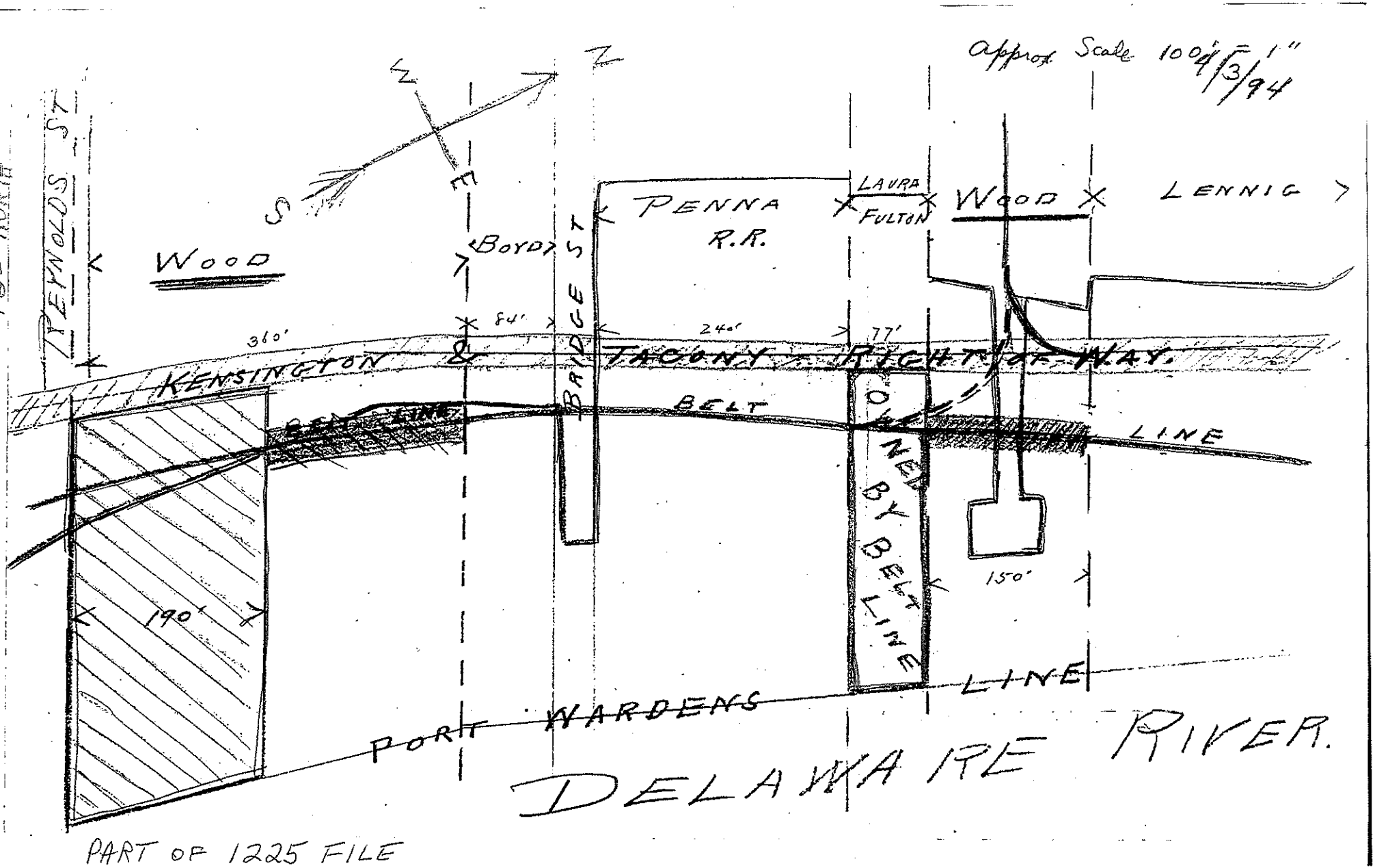
Commission expires Feb 6 1911

Recorded November eleventh Nineteen hundred and seven
[illegible] in the [illegible]

Not Confidential

PBL_001134

Not Confidential



PBL_001135

FILE: NON-OP PROPERTY - BRIDESBURG

THERE ARE FOUR BELT LINE NON-OPERATING PROPERTIES TO BE INVESTIGATED

Belt Line pays taxes on these four; two are in Bridesburg and two in So.Phila.

1. BRIDESBURG
Tax. Acct. No. 45-3-134500 Mkt.Value $3000 Assessed Value $664
Total Tax $49.64 "500 feet E. Garden (2831 Reynolds St) ~~garage fenced in~~
City Map 81N23 #68 Deed 1225-10 J. Pemberton Ellis to PBL
Deed Book WSV-924-340 etc 10/31/1907 recorded 11/11/1907
Belt Line Agreement 1225-10

2. BRIDESBURG
Tax Acct. No. 45-3-343600 Mkt.Value $7500 Assessed Value $$1754
Total Tax $131.12 "4931 Garden St" part of R&H parking lot
City Map 81N24 #16 Deed 1228-9 J. Pemberton Ellis to PBL
Deed Book WSV-924-343 etc 10/31/1907 recorded 11/11/1907
Belt Line Agreement 1228-9

3. SOUTH PHILADELPHIA
Tax Acct.No. 26-2-361700 Mkt.Value $8000 Assessed Value $2900
Total Tax $$216.78 "20th Street to 21st" 2061 Government Avenue
City Map 45S18 #18 Deed 1276-10 Frederick S. Pepper Jr. to PBL
Deed Book JMH-3010-323 etc 6/27/1929 recorded 7/3/1929
Belt Line Agreement 1276-10

4. SOUTH PHILADELPHIA
Tax Acct. No. 26-2-362000 Mkt.Value $30,000 Assessed Value $11,000
Total Tax $822.25 "270 feet North of 21st Street" 2131 Government Avenue
City Map UNKNOWN DEED UNKNOWN

CITY REAL ESTATE TAX DEPT 686-6533

Morris Steinberg in Deeds Registry may be aboe to help with research on Parcel No. 4 (the "unknown" deed). Another resource: Assessor's Office at 312 City Hall Annex on Juniper Street finds in their computerized records the words "deed unknown" ROOM 150

Where was the figure of 5.6353 acres for Parcels 3 and 4??
Which parcel "runs from 20th St. North & West to end of Sheaff Lane
Which parcel "runs from Penrose north to Hartranft"
On 5/16/1983 RFT and BJR DID LOCATE 20th and 22nd but could not find 21st in that area

1225-10 and 1228-4 recorded
Both J. Pemberton Ellis to PBL on Nov 11, 1907
Bridesburg area Deeds on Oct 31, 1907

1225-10 CITY MAP 81N23 #68 DEED BOOK WSV-924-340 11/11/1907
J. Pemberton Ellis to PBL Oct 31, 1907 (conveyance to Ellis by John Wood)
BEGINNING at a point in Reynolds Street at property line between property of John P. Wood and prop. of Herbert Reynolds

SE line = Delaware River
Present tax bill - acct. # 45-3-134500
Location 2831 Reynolds St 500 FT East of Garden St

BEG. at a point formed by intersection of property line between Wood and Reynolds (located in Reynolds St. 8 FT S.W. from N.E. side of said Reynolds ST 30 FT wide produced)
AND the S.E. right of way line of K+T RR
AND in Delaware Ave at the distance of 35 FT 5 IN NWestwardly from the SEasterly side of said Dela. Ave (100 FT wide) measured along Reynolds line
THENCE extending NEastwardly along the SE right of way line of the K+T RR CURVING with a RADIUS of 2849 FT 11 1/8 IN, the distance of 176 FT 3/4 IN to a point
THENCE extending SEwardly on a line parallel with said Reynolds St. South 49°21'24" East 199 FT 7 7/8 IN to arbitrary LOW WATER MARK LINE in the DELA. RIVER
AND THENCE Southwardly by said arbitrary low water line. 189 FT 4 1/8 IN to a point in Reynold's line
AND THENCE extending along said line (8 FT SW of the NE line of Reynold's Street thirty feet wide produced) North 49°21'24" West 245 FT 4 5/8 IN to the place of BEGinning
WITH THE RIGHT TO EXTEND INTO THE DEL. RIVER AS FAR AS LAW OR CUSTOM PERMITS

BOUNDED NorthWestwardly by the K+T R R
NorthEastwardly by other ground of said John P. Wood
SouthEastwardly by the Dela. River
SouthWestwardly by ground now or late of Herbert Reynolds

PAGE ONE OF

1225-10

BEING same premises which
John P. Wood et al by INDENTURE bearing date
20 JUNE 1894 and recorded in DEED BOOK TG-456-288 9/20/1894

Granted and Conveyed unto JPEllis IN FEE UNDER AND SUBJECT
to the right of way GRANTED by John P. Wood TO PBL RR
by DEED DATED JUNE 15, 1894

1225-10 and 1228-9 recorded
Both J. Pemberton Ellis to PBL on Nov. 11, 1907
Bridesburg area Deeded on Oct 31, 1907

1225-10 CITY MAP 81N23 #68 DEED BOOK WSV-924-340 11/11/1907
J. Pemberton Ellis to PBL Oct 31, 1907 (Conveyed to Ellis by John Wood)
BEGINNING at a point in Reynolds Street at property line between property of John P. Wood and prop. of Herbert Reynolds

SE line = Delaware River
Present tax bill - acct. # 45-3-134500
Location 2831 Reynolds St 500 FT East of Garden St

BEG. at a point formed by intersection of property line between Wood and Reynolds (located in Reynolds St. 8 FT S.W. from N.E. side of said Reynolds ST 30 FT wide produced)
AND the S.E. right of way line of K+T RR
AND in Delaware Ave at the distance of 35 FT 5 IN NWestwardly from the SEasterly side of said Dela. Ave (100 FT wide) measured along Reynolds line
THENCE extending NEastwardly along the SE right of way line of the K+T RR CURVING with a RADIUS of 2849 FT 11 1/8 IN, the distance of 176 FT 3/4 IN to a point
THENCE extending SEwardly on a line parallel with said Reynolds St. South 49°21'24" East 199 FT 7 7/8 IN to arbitrary LOW WATER MARK LINE in the DELA. RIVER
AND THENCE Southwardly by said arbitrary low water line. 189 FT 4 1/8 IN to a point in Reynold's line
AND THENCE extending along said line (8 FT SW of the NE line of Reynold's Street thirty feet wide produced) North 49°21'24" West 245 FT 4 5/8 IN to the place of BEGinning
WITH THE RIGHT TO EXTEND INTO THE DEL. RIVER AS FAR AS LAW OR CUSTOM PERMITS

BOUNDED NorthWestwardly by the K+T R R
NorthEastwardly by other ground of said John P. Wood
SouthEastwardly by the Dela. River
SouthWestwardly by ground now or late of Herbert Reynolds

PAGE ONE OF

1225-10

BEING same premises which John P. Wood et al by INDENTURE bearing date 20 JUNE 1894 and recorded in DEED BOOK TG-456-288 9/20/1894

Granted and Conveyed unto JPEllis IN FEE UNDER AND SUBJECT to the right of way GRANTED by John P. Wood TO PBL RR by DEED DATED JUNE 15, 1894

BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC

FD 36710

RICHMOND WATERFRONT INDUSTRIAL PARK, LLC
– PETITION FOR DECLARATORY ORDER

REPLY OF PHILADELPHIA BELT LINE RAILROAD COMPANY

EXHIBIT F – 1891 USE AGREEMENT

#5

AGREEMENT OF MAY 4, 1891

BETWEEN

THE PHILADELPHIA & READING RAILROAD COMPANY

AND

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

This Agreement, Made this fourth day of May, Anno Domini, one thousand eight hundred and ninety-one, between the PHILADELPHIA BELT LINE RAILROAD COMPANY, hereinafter called the BELT LINE COMPANY, party of the first part, and THE PHILADELPHIA AND READING RAILROAD COMPANY, hereinafter called the READING COMPANY, party of the second part:

WHEREAS, In and by an ordinance of the Select and Common Councils of the City of Philadelphia, approved the twenty-sixth day of December, Anno Domini one thousand eight hundred and ninety, it is provided that the Belt Line Company is authorized to build its line of railroad and branches in the City of Philadelphia upon certain terms and conditions, as by reference to the said ordinance will more fully and at large appear.

AND WHEREAS, In and by Section Five of the said ordinance it is provided that as fast as the railroad of the Belt Line Company and its branches shall be completed each part thereof, as rapidly as it shall be completed, shall be opened to the use of all railroad companies which shall execute a satisfactory agreement to comply with all reasonable rules and regulations, which rules and regulations shall apply to all without discrimination.

AND WHEREAS, The work of constructing the line of the Belt Line Company is to be done in different portions or sections, and as each section is completed it is the object and intention to open said section to the use of any railroad company desiring to use the same, under the reasonable rules and regulations hereinafter provided.

AND WHEREAS, The Reading Company desires to use, when completed, certain portions of the line, of the Belt Line Company, viz: That portion situate between Callowhill Street and a point on Delaware Avenue near Queen Street and that portion north of Allegheny Avenue to Cottman Street, and to promote the construction thereof has contributed the sum of $102,000, pursuant to the provisions of a certain contract bearing even date herewith, between the parties hereto and a certain Charles S. Campbell, contractor, and has taken, under the terms of the same contract, an option from the Belt Line Company to subscribe and pay for certain Bonds and Preferred Stock of the Belt Line Company, and has assumed certain other obligations in the said contract set forth and mentioned.

AND WHEREAS, It is just and equitable that any and all railroad companies desiring hereafter to use, occupy and enjoy such portion of the line of the Belt Line Company shall bear a proportionate part of the costs, expenses and liabilities incurred upon such portion or portions by the Reading Company.

NOW THIS AGREEMENT WITNESSETH, That in consideration of the premises, and of divers other considerations mutually moving to and from each of the contracting parties hereto, and of the further sum of one dollar to each of the contracting parties in hand paid by the other, the receipt whereof is hereby acknowledged, it is mutually covenanted and agreed as follows, viz:

1. The Belt Line Company hereby grants to the Reading Company the right to the use, enjoyment and occupancy of all portions of the line belonging to the Belt Line Company, for the construction of which the Reading Company shall have contributed.

2. That all other railroad companies desiring to use, occupy and enjoy such portions of the Belt Line Railroad shall comply with the terms and conditions hereinafter set forth.

3. The Reading Company covenants and agrees that, as soon as any of the aforesaid portions, or any part of either, are ready for its use, enjoyment and occupancy, and so long as it enjoys exclusive right to such use, enjoyment and occupancy, it will maintain so much of the line of the Belt Line Company as it shall have the right to use exclusively and will also pay the cost of maintenance of organization of the Belt Line Company and of the Board of Voting Trustees provided for by the agreement of the fourth day of May, 1891, and that it will also pay the interest, when and as it becomes due and payable, upon such of the bonds of the Belt Line Company as shall have been issued to it; or which the Belt Line Company shall issue for payment for rights of way, for damages or for expenses of construction upon the aforesaid portions of the line, and also an amount sufficient to pay a dividend, at the rate of five per centum per annum, upon the preferred stock of the Belt Line Company (which shall have been issued to pay for rights of way, damages and for the cost of construction of such portion or portions and for other prior expenses); the said latter amount to be paid at the regular dividend period to the holders of said stock.

4. The Reading Company further covenants and agrees, in the event of another railroad company or companies obtaining the right, jointly with it and as hereinafter pro-

vided, to the use, enjoyment and occupancy of any portion or portions of said line, to pay and contribute, with said company or companies, its proportionate share of the payments hereinbefore provided by it to be paid for the exclusive right to such use, enjoyment and occupancy.

5. The rules and regulations relating to the use of the Philadelphia Belt Line Railroad shall be as follows:

All companies desiring to have the use, enjoyment or occupancy of any portion or portions shall contribute an equitable share of the cost of construction of the portion which the incoming company or companies desire to use, said cost to be determined as follows: From the total amount expended for the construction of such portion there shall be deducted a sum representing the par value of the securities purchased by the Reading Company to aid such construction, the value of the common stock not to be included in this deduction. The amount remaining after said deduction shall represent the net amount of disbursements made by the Reading Company for said portion. And before any railroad company, other than the Reading Company, shall have the right to the use, enjoyment or occupancy of any of the said portions, said railroad company shall make the following payments:

Clause A. The first incoming railroad company, other than the Reading Company, desiring to use, occupy and enjoy such portion of the line of the Belt Line Company shall pay unto the Reading Company one-half of the net amount of disbursements made by the Reading Company for such particular portion or section as the incoming railroad company may seek to occupy, use and operate in conjunction with the Reading Company, said net amount of disbursements to be determined in the manner hereinbefore set forth in Article Five hereof, with interest added at the rate of 6 per cent. per annum on said net amount.

Clause B. Said railroad company shall also pay to the Reading Company one-half of the amount of the par value of the securities taken and paid for by the Reading Company to aid in the construction of such portion, and the Reading Company shall then deliver to the incoming railroad company the securities representing said one-half. *Provided,* however, that the Reading Company shall have the option of transferring less than one-half of such securities, and in such case the said incoming railroad company shall only pay for such securities as may be transferred to it.

Clause C. Said railroad company shall join in such guarantee and shall furnish such counter-surety as shall diminish by one-half the liability incurred by the said Reading Company in providing for the construction and completion of any portion or section, the use, occupancy and enjoyment of which it seeks to share with the Reading Company. The amount and the sufficiency of the guarantees, endorsements and counter-surety to be determined and approved by the majority of the Board of Voting Trustees of the Belt Line Company.

Clause D. The incoming railroad company aforesaid shall give security to be satisfactory to the majority of the Board of Voting Trustees for the time being of the Belt Line Company to provide for the payment by such incoming railroad company of its future proportionate share of the expenses to be incurred in the operation, maintenance and other expenses as shall be properly chargeable to it for the particular portion or section which the said incoming railroad company shall desire to occupy, use and operate, and for its proportionate share of future expenses to be incurred in the maintenance of organization of the Belt Line Company, of the Voting Trust, created as hereinbefore mentioned and expenses incurred in defending and protecting the rights, franchises and property of the Belt

Line Company, and shall further covenant and agree to pay its proportionate share of the same.

6. The next incoming railroad company desiring to use, occupy and enjoy the aforesaid portions or sections of the railroad of the Belt Line Company shall in like manner pay and indemnify the Reading Company and such other company as shall have then paid for such portion or section under the previous clauses in the following manner, viz: That such second incoming railroad company shall repay a proportionate amount, paid by the companies previously using the said portion, and shall assume an equal share of the liabilities and securities as previously provided herein Clauses A, B and C, and of Article Five hereof, and give the satisfactory guarantee as provided in Clause D. of Article Five hereof, in such manner that the payments and obligations of all three companies shall, as to each section jointly to be used, be equal, that is to say, that if two companies, in addition to the Reading Company, desire the free and equal use of particular portions or sections of the railroad of the Belt Line Company, they shall each pay one-third of the amounts and assume one-third of the liabilities and securities hereinbefore specified in said Clauses, and give satisfactory guarantee to pay their future proportionate portion of the expenses of each particular portion or section which they desire to use, occupy and enjoy, and if there shall be subsequently four or five companies desiring to use the same, the charges, payments, liabilities and securities shall be equally divided and adjusted between them in such manner that all shall be equally interested therein subject to the option as to delivering securities reserved to the Reading Company in Clause B. of Article Five hereof.

7. When any railroad company shall have complied with the conditions hereinbefore prescribed, it shall be entitled to have the same full and equal rights as the Reading Com-

pany upon any and every portion or section toward the construction and completion of which it shall have paid the amount and assumed the liabilities and obligations herein set forth.

8. All rules and regulations for the operation of the portions or sections of the road for which the Reading Company shall have paid as aforesaid and the rates of traffic thereover, shall be determined by the Reading Company and by any subsequently incoming railroad company using the said road, who shall have complied with the conditions hereinbefore set forth. And the proportionate liability of each company for the future expenses of operation and maintenance of any particular portion or section which it shall have the right to use, occupy and enjoy, shall be determined by the mutual agreement of the parties hereto and such other railroad companies as may be then using the said portion or section. And in case of any disagreement amongst the parties hereto as to the proper and proportionate amount to be charged against any railroad company using a particular portion or section, the same shall be determined by a majority of the Board of Voting Trustees of the Belt Line Company, whose decision thereon shall be final.

9. Each and every railroad company using any portion or section of the line of the Belt Line Company, shall furnish its proper proportion of motive power and equipment necessary to transport its cars and traffic.

10. Each and every railroad company operating any section shall be exclusively liable for the acts, omissions, negligences or defaults of itself or its employees, and upon any recovery being had against the Belt Line Company for any such acts, omissions, negligences or defaults the railroad company, for whose acts, omissions, negligences or defaults the Belt Line Company shall have been held liable, shall fully recompense the Belt Line Company.

11. All railroad companies shall be subject to the same limitations and penalties respecting the time of running their several and respective trains, and the standing of their respective engines or cars on any portion of the tracks of the Belt Line Company between Callowhill and Dock Streets in the City of Philadelphia, as were provided for the River Front Railroad Company in an Ordinance of the Select and Common Councils of the City of Philadelphia, approved May 31st, 1877, entitled "An Ordinance to authorize the River Front Railroad Company and the Philadelphia and Reading Railroad Company to severally and jointly occupy and use certain streets for railroad purposes," as well as the subsequent decree of the Court of Common Pleas confirming the restrictions as provided by said Ordinance.

And any and all railroad companies having the right to use any portion or section of the line of the Belt Line Company shall be subject to all proper regulations which the Select and Common Councils of the City of Philadelphia shall establish for the running of the cars and locomotives over the streets named in the ordinance of the Select and Common Councils of the City of Philadelphia, approved on the twenty-sixth day of December, 1890, as may be required for the protection of the citizens and business interests of the said City.

12. In case of any dispute between the parties hereto or any incoming railroad company as to the performance of its duties or obligations in respect of such use by any railroad company using any particular portion or section under any of the foregoing articles or clauses, it is mutually covenanted and agreed that the said dispute or disputes shall be referred to the decision of the Voting Trustees for the time being of the Belt Line Company, and that a decision of a majority of the said Voting Trustees shall be final and conclusive upon such dispute.

13. It is expressly understood and agreed by and between the parties hereto that neither anything herein contained, nor anything done or to be done by the Reading Company, pursuant hereto, nor any use by it of any of the tracks to be constructed hereunder, shall at any time, or for any purpose, be construed, held, or taken to imply or establish by estoppel or otherwise its assent to any change of its tracks or the taking use or occupancy of any of its property, or the streets abutting on the same, by the Belt Line Company for railroad purposes, or otherwise, or by the City of Philadelphia, for the purpose of opening or widening any street or avenue, nor shall the Reading Company be held or taken to waive or have waived any damages it shall or may be entitled to claim or recover, for any such change, taking use or occupancy of any of its tracks or property or the streets or avenues abutting thereon. And it is further understood and agreed, that anything herein contained to the contrary thereof notwithstanding, the Reading Company has and does hereby reserve and retain every remedy, right, power and privilege in respect of the matters and things mentioned and set forth in this paragraph with like effect to all intents and purposes as though this contract had not been entered into. *Provided,* however, that in case the said Reading Company shall be willing that any part of its tracks or property, on any street or part of a street abutting on the same, may be taken, occupied or used for the construction of any portion of the tracks or parts of the Belt Line Company's road, it may consent thereto in writing, but such consent shall not be taken to extend to any property or thing not specifically mentioned in such written consent.

14. And the parties hereto severally covenant and agree to and with each other that they will from time to time execute and deliver such other and further agreements or assurances as may be reasonably demanded to fully effectuate and carry out the spirit and purpose of this agree-

ment, in case it shall be found the same is in anywise deficient.

15. It is hereby agreed that all and every the provisions of the preceding articles and clauses shall extend to and bind the several and respective successors and assigns of the parties hereto, and shall extend to and bind any and all incoming railroad companies desiring to use any of the portions or sections of the line of the Belt Line Company and the several and respective successors and assigns of such incoming company or companies.

Witness the respective corporate seals of the said parties hereto, duly attested, the day and year first above written.

Witness:

THE PHILADELPHIA BELT LINE RAILROAD COMPANY,

By

(Sgd.) F. B. REEVES,

President. [SEAL.]

Attest:

(Sgd.) JOHN NORRIS,

Secretary.

THE PHILADELPHIA AND READING RAILROAD COMPANY,

By

(Sgd.) A. A. MCLEOD,

President. [SEAL.]

Attest:

(Sgd.) W. R. TAYLOR,

Secretary.

BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC

FD 36710

RICHMOND WATERFRONT INDUSTRIAL PARK, LLC
– PETITION FOR DECLARATORY ORDER

REPLY OF PHILADELPHIA BELT LINE RAILROAD COMPANY

EXHIBIT G – PBL/R&H LEASES

THIS AGREEMENT made this 6th day of January, 1969 by and between THE PHILADELPHIA BELT LINE RAILROAD COMPANY, a corporation created and existing under the laws of the Commonwealth of Pennsylvania, hereinafter called "Belt Line" and ROHM AND HAAS COMPANY, a corporation created and existing under the laws of Delaware, hereinafter called "Industry". WT

1436-A

W I T N E S S E T H

WHEREAS, Industry owns certain sidetrack in the 45th ward of the City of Philadelphia, which are connected with the tracks of Belt Line, all as shown on Plans #2½ and #2 3/4, dated June, 1936 (last revision on Plan #2½, 5/3/66 and Plan 2 3/4, 1/24/64, attached hereto and made a part hereof, and

WHEREAS, Railroad and Industry entered into an Agreement, dated October 24, 1960 by which Industry leased 580' of Railroad's track extending from point B on Plan 2 3/4, referred to above, to a point 5' south of the southerly houseline of Bridge Street as extended (now vacated), and

WHEREAS, Industry now owns all land on either side of the Belt Line from Jenks Street north, and

WHEREAS, to assist Industry in protecting access to its property, Belt Line has entered into an agreement with Industry, dated June 4, 1963 permitting Industry to install gates along the line of Jenks Street and crossing said Belt Line tracks, and

WHEREAS, Industry desires to lease from Belt Line that part of the aforesaid tracks of Belt Line beginning at the aforesaid gates at Jenks Street, shown as point A on Plan 2½ and ending at the northern limit of ownership by the Belt Line, and shown as point B on Plan 2 3/4, the tracks comprising a total of 3280 feet, to permit Industry to move railroad cars by its own motive power over said tracks, and

WHEREAS, Belt Line is willing to lease its said tracks between Points A and B for the purpose aforesaid, but only upon and subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, for the consideration hereinafter specified, Belt Line does hereby demise and let unto Industry for the term of one year from date hereof, all those certain tracks in the 45th Ward of the City of Philadelphia between the aforesaid gates crossing the tracks on the line of Jenks Street, shown as Point A on said Plan 2½, and the northern most limit of ownership of the Belt Line, shown as Point B on said Plan 2 3/4, under and subject to the following terms and conditions:

1. Industry shall pay to Belt Line an annual rent of $3280 on or before the date of the execution of this agreement, and a similar sum on or before the anniversary of this agreement of each and every year hereafter during the existence of this leasehold estate.

2. Industry, during the term of this leasehold estate, and any extension or renewal thereof, shall have the right to use the said demised premises for the movement thereover by its own motive power only of such railroad cars as are owned or leased by it, or are subject to or in prospect of being subject to bills of lading in favor of Reading Company. Industry agrees that such cars are to be subject to all lawfully issued tariffs excepting tariffs issued by the railroad governing intra-plant switching. Notwithstanding, it is agreed that where such switching is done by power furnished by the railroad its tariffs governing intra-plant switching will be effective.

RDL 002162

3. Belt Line reserves the right to use the said demised premises for the performance by it of its common carrier obligations and for the performance by other common carriers by railroad, granted the privilege of operation over said demised premises by Belt Line, of their common carrier obligations. It is agreed that the trains and engines of Belt Line and its tenant companies will have priority of use of said track over the trains and engines of Industry.

4. Belt Line shall maintain the said demised track according to the standards of maintenance determined by it, but Industry shall at its sole cost and expense clear all wrecks occurring while moving motive power or cars over the demised premises and re-rail all cars or motive power being moved by it at the time of derailing, provided, however, that all track work required as a result of such wrecks or derailing of cars and motive power shall be performed by Belt Line and at the sole cost of Industry.

5. Industry shall equip and maintain its motive power and railroad cars (owned by it) used in operating over said track, and shall operate said motive power and cars both Industry owned and owned by others, in accordance with all applicable ordinances and statutes, and all regulations, rules and orders of any federal, state, municipal governmental authority and does hereby indemnify and hold harmless, Belt Line, its successors and assigns, and its officers, agents, servants and employees from any and all penalties or fines which Belt Line may be subjected to as a result of the failure of Industry to comply with the provisions of this Article 5.

6. Industry hereby releases and indemnifies Belt Line, its tenant company, Reading Company, and their respective successors and assigns, and their officers, agents, servants and employees from any and all liability for damage or injury (including death) to the property or person of any person (including Belt Line and its tenant company, their successors and assigns, and their respective officers, agents, servants and employees) arising from or in any way connected with, or resulting from the use by Industry of the demised track, and whether caused by the fault, failure or negligence of Belt Line, its tenant company, their respective successors and assigns or otherwise.

Notwithstanding the foregoing release, Belt Line will assume responsibility for all liability for damage or injury (including death) to the property or person of any person (including the parties hereto, their successors and assigns, and their respective officers, agents, servants and employees) which occur as a result of its sole negligence arising out of or resulting from use by its locomotives or the use by the locomotives of its tenant, Reading Company, of the demised trackage.

7. This agreement, and the leasehold estate created hereby, shall, unless sooner terminated as hereinafter provided, continue from year to year, unless either party hereto shall give written notice to the other thirty days or more prior to the termination of the term hereby created or any extension or renewal thereof, of an intention to cancel the same at the termination thereof; provided, however, that Belt Line shall have the right to cancel this agreement, and the leasehold estate created hereby or any extension or renewal thereof at any time when ordered to do so by any public body having jurisdiction to make such an order, and also by thirty day's written notice to cancel the same whenever Belt Line determines that the said demised premises are needed by it, or by any common carrier by railroad granted the privilege of operation over said demised premises by Belt Line, in order more efficiently to perform its common carrier obligations. This agreement shall be void and of no effect if it is determined at any time that Belt Line, by reason of its charter, any law, regulation or ordinance, any prior agreement, or the tenure under which it owns its right-of-way, does not have the power to enter into this agreement, or if the existence of this agreement is in violation of any such charter, law, regulation, ordinance, or prior agreement, or if its existence would terminate or curtail Belt Line's charter, franchise, or ownership of its right-of-way. Belt Line shall have no obligation to litigate any such question, but the opinion of its counsel shall be conclusive. In the event of such termination prior to the end of

any one-year term, Belt Line shall refund to Industry that proportion of the rent paid by it as the then unexpired term bears to the entire term. It is further agreed by the parties hereto that the present agreement is not to be interpreted as changing or amending the provisions of any existing agreements between the parties hereto, except as provided in Article 8.

8. The aforesaid Agreement of October 24, 1960 by which Railroad leased to Industry 580' of its track is hereby cancelled.

9. This agreement is made on behalf of the parties hereto, their respective successors and assigns, except that Industry shall not assign the same until it shall first have obtained the approval of Belt Line to such assignment.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement the day and year first hereinabove written.

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

Attest: A M Arnold
Secretary

By: C W Oesher
President.

ROHM AND HAAS COMPANY

Attest: H R Green
Assistant Secretary

By: C W Kuhn
Vice President.

APPROVED AS TO FORM
GILFILLAN, GILPIN & BREHMAN
By D M K

Agreement #1436-D

THIS SUPPLEMENTAL AGREEMENT made this 14th day of August 1973, by and between

THE PHILADELPHIA BELT LINE RAILROAD COMPANY,

a corporation created and existing under the laws of the Commonwealth of Pennsylvania, hereinafter called "Belt Line"; and,

ROHM AND HAAS COMPANY,

a corporation created and existing under the laws of the State of Delaware, hereinafter called "Industry".

W I T N E S S E T H

WHEREAS, Industry now owns all land on either side of Belt Line's railroad northward from vacated Buckius Street; and,

WHEREAS, in order to permit Industry to move railroad cars by its own motive power for the economical and convenient conduct of its business, Belt Line, by Agreement dated January 6, 1967, leased to Industry that portion of its trackage extending from the track gates on the northerly houseline of vacated Jenks Street to the northerly limits of its ownership, amounting to a total of 3,280 feet of trackage; and,

WHEREAS, in furtherance of the economical and convenient conduct of its business, Industry desires: (a) to extend its leasehold interest in the trackage of the Belt Line so as to include all Belt Line trackage extending northward from the centerline of vacated Buckius Street to the Industry's track gates on line with the northerly houseline of vacated Jenks Street; (b) to install a frog and switch to connect the parallel siding track which presently terminates at a point about 60 feet south of the centerline of vacated Jenks Street, with the main track; and, (c) to install a set of switches to form a crossover with point of switch therefor in the main track located 800 feet south of the point of switch for the first mentioned switch; and,

WHEREAS, Belt Line is willing to lease to Industry the aforesaid additional trackage comprising a total of 1,080 feet of main track between points C and D; 1,145 feet of sidetrack between points E-F-F', and 160 feet of crossover track between points G and G',

PBLRR_00000773

for a total of 2,385 feet of track, all as shown on copy of Plan P-16094 dated revised July 16, 1973, attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the foregoing and of the covenants hereinafter contained, the parties hereto, each intending to be bound hereby, covenant and agree for themselves and their respective successors and assigns as follows:

(1) Belt Line does hereby devise and let unto Industry for the term of ten years from the date hereof and thereafter from year to year until terminated under the provisions of the original Agreement dated January 6, 1967, all those said tracks in the 45th Ward of the City of Philadelphia between Buckius Street and vacated Jenks Street, including crossover and portion of switch extending northward from Jenks Street as shown between points C-D; E-F-F'; and G-G' on said plan.

(2) Industry shall pay to Belt Line an annual rental at the rate of [redacted] per foot of track, or [redacted] on or before the date of the execution of this agreement and similar or like sum on or before the anniversary of this agreement for each and every year hereafter during existence of this lease-hold estate: It being understood that said sum is in addition to and forms no part of the rent charged for the use of the trackage from Jenks Street to the northern most limits of the Belt Line as covered by the Agreement dated January 6, 1967, to which this agreement is a supplement.

(3) Industry will at its sole cost and expense: (a) install a No. 8 Turnout with a 20 foot switch in the main track with point thereof located 75 feet north of the north houseline of vacated Jenks Street, so as to connect the said sidetrack with the main track; (b) install No. 8 crossover with 20 foot switch, the point of which in the main track to be located 800 feet south of the point of switch to be installed at vacated Jenks Street, and (c) Industry agrees that said switch and crossover upon installation to be and become the property of Belt Line absolutely.

(4) Belt Line will: (a) clean the area between the rails of the said sidetrack and the space between the sidetrack and the main track and will thereafter continue to maintain the premises in a clean

PBLRR_00000774

and presentable condition, including annual applications of appropriate chemical for the control of weeds; and, (b) install such ties as may be required at the north end of the siding track in order to complete in a safe and proper manner the connection with the switch to be installed by Industry, as well as, replace such ties as may be required to place the siding track in good and safe operating condition, as to which the decision of the Belt Line shall be final.

(5) The time, manner and method of the performance of the work by Industry or its contractor shall first be approved by the Chief Engineer of the Reading Company or his duly authorized representative, whose decision shall be final.

(6) Industry shall replace the west half of the track gates at Jenks Street with a gate of sufficient length to provide 15 feet clearance measured from centerline of the most westerly track; it being understood that the provisions of the agreement covering the installation of the track gates dated June 4, 1963, shall apply to the relocated west gate post and enlarged track gate as though the same had been initially covered thereby.

(7) In all other respects the provisions of the said agreement of January 6, 1967, of which this is a supplement, shall remain in full force and effect and shall apply to the additional trackage herein leased as though such trackage had been originally included therein.

IN WITNESS WHEREOF, the parties hereto have duly executed this supplemental agreement the day and year first herein above written.

APPROVED AS TO FORM
FILLAN, GILPIN & BRENNAN

The Philadelphia Belt Line
Railroad Company

Attest: _____
Secretary

By: _____
Executive Vice President

Rohm and Haas Company

Attest: _____
Assistant Secretary

By: _____
Vice President

PBLRR_00000775

1436-A
SUPP

THIS SUPPLEMENTAL AGREEMENT, made this 31st day of October A.D. 1977, by and between THE PHILADELPHIA BELT LINE RAILROAD COMPANY, a Corporation created and existing under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as "Belt Line", and, ROHM AND HAAS COMPANY, a Corporation created and existing under the laws of the State of Delaware, hereinafter referred to as "Industry", to an agreement between Belt Line and Industry bearing date of January 6, 1967, and supplement thereto dated August 14, 1973, covering lease by Industry of certain tracks of the Belt Line situate in the 45th Ward, City and County of Philadelphia.

WITNESSETH:

WHEREAS, In accordance with the terms and conditions of the aforedescribed agreement of January 6, 1967, and supplement thereto of August 14, 1973, Industry enjoys the use and lease of certain railroad tracks and right-of-way of the Belt Line extending northward within the property of Industry from the centerline of vacated Buckius Street to the point of said tracks' connection with tracks of Industry at a point approximately 130'± south of vacated Kennedy Street, including the right to move railroad cars by Industry's own motive power thereover for the economical and convenient conduct of the business of Industry; and

WHEREAS, Industry desires to construct additional track facilities consisting of a turnout and a connecting track, said turnout to be placed in aforementioned track leased by Belt Line to the Industry at a point designated "A" on plan of Industry prepared for Industry by William G. Major Associates, designated job number 5367 and dated September 26, 1977, a copy of said plan hereto attached and made a part hereof, the construction of said turnout and connecting track shown between points "A"-"B" on said plan requiring Industry's use of an additional 115 feet of the right-of-way of Belt Line; and

WHEREAS, Belt Line is willing to lease to Industry the additional right-of-way, as aforesaid, between points "A"-"B" on said plan, and agrees to the construction of additional storage track facilities (hereinafter referred to as sidetrack) as shown between points "B"-"C"-"D" and "E" on said plan and agrees to the operation of same subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and of the covenants hereinafter contained, the parties hereto, each intending to be legally bound hereby, covenant and agree for themselves and their respective successors and assigns as follows:

1. The annual rent of Three Thousand Two Hundred Eighty Dollars ($3,280.00) set forth in Article 1 of agreement of January 6, 1967, shall be increased as of January 6, 1978, and every year thereafter during the existence of the agreement and leasehold estate created thereunder, to Three Thousand Three Hundred Ninety Five Dollars ($3,395.00).

2. The Industry shall provide all necessary right-of-way outside of the right-of-way of Belt Line required for the proper construction and operation of said sidetrack, said right-of-way to be

satisfactory to Belt Line.

The cost and expense of procuring or complying with any ordinance, order, permit or consent whatsoever, required by Municipal, State, Federal or other lawfully constituted authorities, for the construction, maintenance, operation, use, relocation or removal of said sidetrack shall be borne by the Industry.

Belt Line shall have the right to enter upon the property of the Industry, for the purpose of maintaining and operating said sidetrack.

3. The cost of constructing said additional storage track facilities, between points "A"-"B"-"C"-"D" and "E" on said plan, including grading of roadbed and all other appurtenances in connection therewith shall be borne by the Industry.

4. Said sidetrack shall be maintained (including removal of ice and snow) and renewed to the satisfaction of Belt Line; the work shall be performed and the cost thereof borne as follows:

By the Belt Line - Between points "A"-"B" on said plan.
By the Industry - Between points "B"-"C" and points "C"-"D" and "C" and "E".

5. The title to and ownership of said sidetrack shall be vested as follows:

In the Belt Line - That portion between points "A"-"B" on said plan.
In the Industry - Balance of sidetrack.

6. Industry agrees not to permit any obstruction, either permanent or temporary, over said sidetrack less than twenty-two (22) feet above top of rail or along side of said sidetrack less than eight (8) feet, six (6) inches, from center of track and such additional clearances on curves as may be required by Belt Line; provided that no wire shall in any case be constructed over said sidetrack less than twenty-seven (27) feet above top of rail, and that high tension wires must have additional clearance provided in accordance with the requirements of any regulatory body; and Industry shall in all other respects establish and maintain on its property a clear and safe space on each side of said sidetrack sufficient to insure the safety of employees and equipment of Belt Line.

If any obstruction, either permanent or temporary, other than a wire, shall result in a clearance less than the standard clearance hereinabove specified, Industry may maintain such obstruction provided it is shown upon said plan, and Industry shall, at its expense, erect, maintain and renew signs warning of such obstruction. In no event shall a wire be permitted over said sidetrack with less than said standard clearance.

Industry agrees to indemnify and hold harmless Belt Line for loss, damage or injury to the person or property of the parties

hereto and their employees, and to the person or property of any other person or corporation, arising from the failure of Industry to provide the clearances and clear and safe space required by the first paragraph of this Article 6, whether or not the condition contributing to such loss, damage or injury is shown on said plan, or warning thereof is given by signs or otherwise. If any act or omission of the Belt Line shall have contributed to such loss, damage or injury any claim or liability therefor shall be borne equally by the parties hereto; provided, however, that neither the operation by Belt Line over such sidetrack nor its failure to warn its employees of the inadequate clearance or the unsafe condition shall be considered to be such a contributory act or omission of Belt Line.

7. Industry will observe and comply with all rules and regulations of Belt Line and The Department of Transportation of the United States of America governing the handling of inflammable materials, the loading and unloading of tank cars, the location of racks and storage tanks, and protection of oil sidings from danger due to stray electric currents.

9. In all other respects the foregoing provisions are in addition to and not in limitation of any of the terms and conditions in said agreement of January 6, 1967, and supplement thereto of August 14, 1973, of which agreement and supplement this agreement is a second supplement, it being understood that all other terms of said agreement of January 6, 1967, shall remain in full force and effect and shall apply to the additional sidetrack to be constructed hereunder as though such sidetrack had been included therein.

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

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

Attest:

Secretary

By Robert F. Taylor, President

ROHM AND HAAS COMPANY

Attest:

Assistant Secretary

By W. L. Jelley

Group Vice President

APPROVED AS TO FORM
GILFILLAN, GILPIN & BREHMAN
By

BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC

FD 36710

RICHMOND WATERFRONT INDUSTRIAL PARK, LLC
– PETITION FOR DECLARATORY ORDER

REPLY OF PHILADELPHIA BELT LINE RAILROAD COMPANY

EXHIBIT H – TARIFFS

Subject to Tariff of Increased Rates and Charges No. X-175-B, Agent C.W. Boin's I.C.C. No. A-955, Pa. P.U.C. No. A-163, supplements thereto or successive issues thereof.

No supplement to this tariff will be issued except for the purpose of cancelling the tariff unless otherwise specifically authorized by the Commission.

I.C.C. No. 88
Cancels I.C.C. No. 85

Pa. P.U.C. No. 84
Cancels Pa. P.U.C. No. 81

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL SWITCHING CHARGES
WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

NORTHERN SECTION

North of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company:

From one siding yard track or industry to another siding, yard track or industry -
For each loaded car including the return of the empty car... (1) $21.45

INTERNAL SWITCHING PERFORMED BY CARRIERS ENGINES:

Cars loaded at one location within a mill or works, moved to another location within confines of same mill or works, and there unloaded, per car. . . . . $ 6.20

SOUTHERN SECTION

South of Callowhill Street, but not including cars received from, or delivered to,
The Reading Company, or the Baltimore & Ohio Railroad Company:

From one siding yard track or industry to another siding, yard track or industry -
For each loaded car, including the return of the empty car . . . . . (1) $23.60

APPLICATION OF RATES

The rates shown above are for local switching charges only, and do not apply to any part of an interstate shipment, nor to cars which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing the Philadelphia Belt Line Railroad Company.

(1) Not applicable on Coke (the Product of Coal); for rate on this commodity refer to I.C.C. No. 87, Pa. P.U.C. No. 83.

ISSUED SEPTEMBER 12, 1952. **EFFECTIVE OCTOBER 15, 1952.**

Issued by:

M. G. PRESTON,
General Manager,
323 Bourse Bldg.
Philadelphia 6, Pa.

(100)

Received .... 1952.

Not Confidential

Subject to Tariff of Increased Rates and Charges No. X-175-B, Agent C.W.Boin's I.C.C. No. A-955, Pa. P.U.C. No. A-163, supplements thereto or successive issues thereof.

No supplement to this tariff will be issued except for the purpose of cancelling the tariff unless otherwise specifically authorized by the Commission.

I.C.C. No. 87
Cancels I.C.C. No. 81
Pa. P.U.C. No. 83
Cancels Pa. P.U.C. No. 80

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL COMMODITY TARIFF
Naming Rates On
COKE (The direct Product of Coal)
CARLOADS
MOVING WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

FROM	TO	Rates in Cents	Per	Minimum Weight Per Car
NORTHERN SECTION				
Plant of the Philadelphia Coke Company, Orthodox Street.	Allegheny Avenue (See Rule 3)	(M)(W) 2277	Car	..
Plant of the Philadelphia Coke Company, Orthodox Street.	Plant of Charles Lennig & Company, Richmond and Kennedy Streets, but not including cars received from or delivered to, the Reading Company (See Rule 3)	2673	Car	..
One siding, yard track or industry north of Allegheny Avenue	Another siding, yard track or industry north of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company (See Rule 3)	125	2000 Pounds	See Rule 2
Plant of the Philadelphia Gas Gas Works Company known as Station B	Plant of the Philadelphia Coke Company, Orthodox Street (See Rule 3).	2277	Car	..
One point within the confines of the plant of the Philadelphia Gas Works Company known as Station B	Another point within the confines of the plant of the Philadelphia Gas Works Company known as Station B	2277	Car	..
SOUTHERN SECTION				
One siding, yard track or industry south of Callowhill Street	Another siding, yard or industry south of Callowhill Street, but not including cars received from, or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company	125	2000 Pounds	See Rule 2

(M) Issued to meet motor truck competition. (W) Issued to meet water competition.

APPLICATION OF RATES

Rule 1. The local commodity rates in this tariff do not apply to any part of an interstate shipment, nor to shipments which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing the Philadelphia Belt Line Railroad Company.

MINIMUM CARLOAD WEIGHTS

Rule 2. (Only rates making reference to this rule are governed hereby). The minimum carload weight on shipments of Coke (the direct product of Coal) will be:

IN OPEN CARS . . . . . 50,000 pounds
Except that when cars are loaded to their full visible or cubical capacity, actual weight will apply.
IN BOX OR STOCK CARS . . . . . 40,000 pounds

APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS

Rule 3. (Only rates making reference to this rule are governed hereby). From any point of origin not named in this tariff, but which is intermediate from points of origin which are named, the rate from such intermediate point will be the same as the rate from the next more distant point from which a rate is named.

To any point of destination not named in this tariff, but which is intermediate to points of destination which are named, the rate to such intermediate point will be the same as the rate to the next more distant point to which a rate is named.

ISSUED SEPTEMBER 12, 1952. EFFECTIVE OCTOBER 15, 1952.

Issued by:
M. G. PRESTON, General Manager,
323 Bourse Bldg.
Philadelphia 6, Pa.
Received . . . . 1952.

Not Confidential PBL_000860

No supplement to this Index will be issued.

I.C.C. No. 86
Pa. P.U.C. No. 82

Cancels Tariff Index I.C.C. No. 83
Pa. P.U.C. No. 79

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

TARIFF INDEX NO. 46

(Cancels Tariff Index No. 45)

LIST OF FREIGHT TARIFFS, ETC.

On File With

INTERSTATE COMMERCE COMMISSION

PENNSYLVANIA PUBLIC UTILITY COMMISSION

This Index contains list of Tariff Publications in effect NOVEMBER 10, 1948.

SECTION 1

Containing lists of Tariffs in which The Philadelphia Belt Line Railroad Company is initial carrier

I.C.C. NO.	PA. P.U.C. NO.	ISSUED BY	DESCRIPTION
84	80	The Philadelphia Belt Line Railroad Company...	Local Switching-Coke Charges within the City of Philadelphia.
85	81	The Philadelphia Belt Line Railroad Company...	Local Switching Charges within the City of Philadelphia.

I.C.C. No.	PA. P.U.C. No.	ISSUED BY	DESCRIPTION
3963	314	B.T. Jones	Car Demurrage Rules and Charges Storage Rules and Charges
86	82	The Philadelphia Belt Line Railroad Company...	Tariff Index No. 46 List of Freight Tariffs

SECTION NO. 2

(There are no tariffs issued by Foreign Roads in which The Philadelphia Belt Line Railroad Company is shown as a delivering carrier).

SECTION NO. 3

Containing numerical list of The Philadelphia Belt Line Railroad Company Tariffs bearing I.C.C. and Pa. P.U.C. Numbers

I.C.C. Nos.	Pa. P.U.C. Nos.
84	80
85	81
86	82

Issued October 29, 1948.

M.G. PRESTON,
General Manager,
323 Bourse Building
Philadelphia 6, Pa.

(100-G)

Received.....1948.

Not Confidential

No supplement to this tariff will be issued except for the purpose of cancelling the tariff unless otherwise specifically authorized by the Commission.

I.C.C. No. 85
Cancels I.C.C. No. 82

Pa. P.U.C. No. 81
Cancels Pa. P.U.C. No. 76

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL SWITCHING CHARGES

WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

NORTHERN SECTION

North of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company:

From one siding yard track or industry to another siding, yard track or industry- For each loaded car including the return of the empty car.....① $19.50

INTERNAL SWITCHING PERFORMED BY CARRIERS' ENGINES

Cars loaded at one location within a mill or works, moved to another location within confines of same mill or works, and there unloaded, per car..... $ 5.64

SOUTHERN SECTION

South of Callowhill Street, but not including cars received from, or delivered to, The Reading Company, or the Baltimore & Ohio Railroad Company:

From one siding yard track or industry to another siding, yard track or industry- For each loaded car, including the return of the empty car.....① $21.45

APPLICATION OF RATES

The rates shown above are for local switching charges only, and do not apply to any part of an interstate shipment, nor to cars which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing the Philadelphia Belt Line Railroad Company.

① Not applicable on Coke (the Product of Coal); for rate on this commodity refer to I.C.C. No. 84, Pa. P.U.C. No. 80.

ISSUED
PHILADELPHIA, PA., OCTOBER 29, 1948.

EFFECTIVE NOVEMBER 10, 1948.

Issued by

M.G. PRESTON,
General Manager,
323 Bourse Bldg.
Philadelphia 6, Pa.

(100-G)

Received.....1948.

Not Confidential

No supplement to this tariff will be issued except for the purpose of cancelling the tariff unless otherwise specifically authorized by the Commission.

I.C.C. No. 84
Cancels I.C.C. No. 81
Pa. P.U.C. No. 80
Cancels Pa. P.U.C. No. 77

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL COMMODITY TARIFF

Naming Rates On

COKE (The direct Product of Coal)

CARLOADS

MOVING WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

FROM	TO	Rates in Cents	Per	Minimum Weight Per Car
	NORTHERN SECTION			
Plant of the Philadelphia Coke Company, Orthodox Street.....	Allegheny Avenue (See Rule 3).....	Ⓜ Ⓦ 2070	Car	.....
Plant of the Philadelphia Coke Company, Orthodox Street.....	Plant of Charles Lennig & Company, Richmond and Kennedy Streets, but not including cars received from or delivered to, the Reading Company (see Rule 3).....	2430	Car	.....
One siding, yard track or industry north of Allegheny Avenue.....	Another siding, yard track or industry north of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company (see Rule 3).....	114	2000 Pounds	See Rule 2
Plant of the Philadelphia Gas Works Company known as Station B.....	Plant of the Philadelphia Coke Company, Orthodox Street (see Rule 3).....	2070	Car	.....
One point within the confines of the plant of the Philadelphia Gas Works Company known as Station B..	Another point within the confines of the plant of the Philadelphia Gas Works Company known as Station B.....	Ⓜ 2070	Car	.....
	SOUTHERN SECTION			
One siding, yard track or industry south of Callowhill Street.....	Another siding, yard track or industry south of Callowhill Street, but not including cars received from, or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company.....	114	2000 Pounds	See Rule 2

Ⓜ Issued to meet motor truck competition. Ⓦ Issued to meet water competition.

APPLICATION OF RATES

Rule 1. The local commodity rates in this tariff do not apply to any part of an interstate shipment, nor to shipments which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing the Philadelphia Belt Line Railroad Company.

MINIMUM CARLOAD WEIGHTS

Rule 2. (Only rates making reference to this rule are governed hereby). The minimum carload weight on shipments of Coke (the direct product of Coal) will be:

IN OPEN CARS.....50,000 pounds
Except that when cars are loaded to their full visible or cubical capacity, actual weight will apply.
IN BOX OR STOCK CARS.....40,000 pounds

APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS

Rule 3. (Only rates makeing reference to this rule are governed herby). From any point of origin not named in this tariff, but which is intermediate from points of origin which are named, the rate from such intermediate point will be the same as the rate from the next more distant point point from which a rate is named.

To any point of destination not named in this tariff, but which is intermediate to points of destination which are named, the rate to such intermediate point will be the same as the rate to the next more distant point to which a rate is named.

ISSUED OCTOBER 29, 1948. EFFECTIVE NOVEMBER 10, 1948.

Issued by:
M.G. PRESTON, General Manager,
323 Bourse Bldg.
Philadelphia 6, Pa.

(100-G) Received.....1948.

Not Confidential PBL_000863

No supplement to this Index will be issued.

I.C.C. No. 83
PA. P.U.C. No. 79

Cancels Tariff Index I.C.C. No. 80
Pa. P.U.C. No. 76

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

TARIFF INDEX NO. 45

(Cancels Tariff Index No. 44)

LIST OF FREIGHT TARIFFS, ETC.

On File With

INTERSTATE COMMERCE COMMISSION

PENNSYLVANIA PUBLIC UTILITY COMMISSION

This Index contains list of Tariff Publications in effect December 8, 1947

SECTION 1

Containing lists of Tariffs in which The Philadelphia Belt Line Railroad Company is initial carrier

I.C.C. NO.	PA. P.U.C. NO.	ISSUED BY	DESCRIPTION
81	77	The Philadelphia Belt Line Railroad Company..	Local Switching-Coke Charges within the City of Philadelphia.
82	78	The Philadelphia Belt Line Railroad Company..	Local Switching Charges within the City of Philadelphia.

I.C.C. NO.	PA. P.U.C. NO.	ISSUED BY	DESCRIPTION
3963	314	B.T. Jones	Car Demurage Rules and Charges Storage Rules and Charges
83	79	The Philadelphia Belt Line Railroad Company..	Tariff Index No. 45 List of Freight Tariffs

SECTION NO. 2

(There are no tariffs issued by Foreign Roads in which The Philadelphia Belt Line Railroad Company is shown as a delivery carrier).

SECTION NO. 3

Containing numerical list of The Philadelphia Belt Line Railroad Company Tariffs bearing I.C.C. and Pa. P.U.C. Numbers

I.C.C. Nos.	Pa. P.U.C. Nos.
81	77
82	78
83	79

Issued November 8, 1947.

M. G. PRESTON,
General Manager,
323 Bourse Building
Philadelphia 6, Pa.

(100-G)

Received.....1947.

Not Confidential

No supplement to this tariff will be issued except for the purpose of canceling the tariff unless otherwise specifically authorized by the Commission.

I.C.C. No. 82
Cancels I.C.C. No. 79

Pa. P.U.C. No. 78
Cancels Pa. P.U.C. No. 75

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL SWITCHING CHARGES

WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

NORTHERN SECTION

North of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company:

From one siding yard track or industry to another siding, yard track or industry-
For each loaded car including the return of the empty car.....① ♦$15.00

INTERNAL SWITCHING PERFORMED BY CARRIERS' ENGINES

Cars loaded at one location within a mill or works, moved to another location within confines of same mill or works, and there unloaded, per car..... ♦$ 4.34

SOUTHERN SECTION

South of Callowhill Street, but not including cars received from, or delivered to, The Reading Company, or the Baltimore & Ohio Railroad Company:

From one siding yard track or industry to another siding, yard track or industry -
For each loaded car, including the return of the empty car.....① ♦$16.50

APPLICATION OF RATES

The rates shown above are for local switching charges only, and do not apply to any part of an interstate shipment, nor to cars which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing the Philadelphia Belt Line Railroad Company.

♦Subject to Tariff of Emergency Charges X-166, Agent W.S. Curlett's I.C.C. No. A-863, supplements thereto or successive issues thereof.

① Not applicable on Coke (the Product of Coal); for rate on this commodity refer to I.C.C. No. 81, Pa. P.U.C. No. 77.

ISSUED
PHILADELPHIA, PA., NOVEMBER 8, 1947.

EFFECTIVE DECEMBER 8, 1947.

Issued by

M.G. PRESTON,
General Manager,
323 Bourse Bldg.
Philadelphia 6, Pa.

(100-G)

Received.....1947.

Not Confidential

No supplement to this tariff will be issued except for the purpose of cancelling the tariff unless otherwise specifically authorized by the Commission.

I.C.C. No. 81
Cancels I.C.C. No. 78
Pa. P.U.C. No. 77
Cancels Pa. P.U.C. No. 74

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL COMMODITY TARIFF

Naming Rates On

COKE (The direct Product of Coal)

CARLOADS

MOVING WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

FROM	TO	#Rates in Cents	Per	Minimum Weight Per Car
NORTHERN SECTION				
Plant of the Philadelphia Coke Company, Orthodox Street.....	Allegheny Avenue (See Rule 3).....	Ⓜ Ⓦ 1725	Car	.....
Plant of the Philadelphia Coke Company, Orthodox Street.....	Plant of Charles Lennig & Company, Richmond and Kennedy Streets, but not including cars received from or delivered to, the Reading Company (see Rule 3).....	2025	Car	.....
One siding, yard track or industry north of Allegheny Avenue.....	Another siding, yard track or industry north of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company (see Rule 3).....	95	2000 Pounds	See Rule 2
Plant of the Philadelphia Gas Works Company known as Station B.....	Plant of the Philadelphia Coke Company, Orthodox Street (see Rule 3).....	1725	Car	.....
One point within the confines of the plant of the Philadelphia Gas Works Company known as Station B.....	Another point within the confines of the plant of the Philadelphia Gas Works Company known as Station B.....	Ⓜ 1725	Car	.....
SOUTHERN SECTION				
One siding, yard track or industry south of Callowhill Street.....	Another siding, yard track or industry south of Callowhill Street, but not including cars received from, or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company.....	95	2000 Pounds	See Rule 2

Ⓜ Issued to meet motor truck competition. Ⓦ Issued to meet water competition.

APPLICATION OF RATES

Rule 1. The local commodity rates in this tariff do not apply to any part of an interstate shipment, nor to shipments which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing the Philadelphia Belt Line Railroad Company.

MINIMUM CARLOAD WEIGHTS

Rule 2. (Only rates making reference to this rule are governed hereby). The minimum carload weight on shipments of Coke (the direct product of Coal) will be:

IN OPEN CARS.....50,000 pounds
Except that when cars are loaded to their full visible or cubical capacity, actual weight will apply.
IN BOX OR STOCK CARS.....40,000 pounds

APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS

Rule 3. (Only rates making reference to this rule are governed hereby). From any point of origin not named in this tariff, but which is intermediate from points of origin which are named, the rate from such intermediate point will be the same as the rate from the next more distant point from which a rate is named.

To any point of destination not named in this tariff, but which is intermediate to points of destination which are named, the rate to such intermediate point will be the same as the rate to the next more distant point to which a rate is named.

#Subject to Tariff of Emergency Charges X-166, Agent W.S. Curlett's I.C.C. No. A-863, supplements thereto or successive issues thereof.

ISSUED NOVEMBER 8, 1947. EFFECTIVE DECEMBER 8, 1947.

Issued by:
M.G. PRESTON, General Manager,
323 Bourse Bldg.
Philadelphia 6, Pa.

(100-G) Received.....1947.

Not Confidential PBL_000866

No supplement to this Index will be issued.

I.C.C. No. 80
PA. P.U.C. No. 76

Cancels Tariff Index I.C.C. No. 74
Pa. P.U.C. No. 73

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

TARIFF INDEX NO. 44

(Cancels Tariff Index No. 43)

LIST OF FREIGHT TARIFFS, ETC.

On File With

INTERSTATE COMMERCE COMMISSION

PENNSYLVANIA PUBLIC UTILITY COMMISSION

This Index contains list of Tariff Publications in effect October 13, 1947.

SECTION 1

Containing lists of Tariffs in which The Philadelphia Belt Line Railroad Company is initial carrier

I.C.C. NO.	PA. P.U.C. NO.	ISSUED BY	DESCRIPTION
78	74	The Philadelphia Belt Line Railroad Company..	Local Switching-Coke Charges within the City of Philadelphia.
79	75	The Philadelphia Belt Line Railroad Company..	Local Switching Charges within the City of Philadelphia.

I.C.C. NO.	PA. P.U.C. NO.	ISSUED BY	DESCRIPTION
3963	314	B.T.Jones	Car Demurrage Rules and Charges Storage Rules and Charges
80	76	The Philadelphia Belt Line Railroad Company..	Tariff Index No. 44 List of Freight Tariffs

SECTION NO. 2

(There are no tariffs issued by Foreign Roads in which The Philadelphia Belt Line Railroad Company is shown as a delivering carrier).

SECTION NO. 3

Containing numerical list of The Philadelphia Belt Line Railroad Company Tariffs bearing I.C.C. and Pa. P.U.C. Numbers

I.C.C. Nos.	Pa. P.U.C. Nos.
78	74
79	75
80	76

Issued October 13, 1947

M. G. PRESTON,
General Manager,
323 Bourse Building
Philadelphia 6, Pa.

(100-G)

Received.....1947.

Not Confidential

No supplement to this tariff will be issued except for the purpose of canceling the tariff unless otherwise specifically authorized by the Commission.

I.C.C. No. 79
Cancels I.C.C. No. 73

Pa. P.U.C. No. 75
Cancels Pa. P.U.C. No. 72

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL SWITCHING CHARGES

WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

NORTHERN SECTION

North of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company:

From one siding yard track or industry to another siding, yard track or industry-
For each loaded car including the return of the empty car..... ① ♦ $16.50

INTERNAL SWITCHING PERFORMED BY CARRIERS' ENGINES

Cars loaded at one location within a mill or works, moved to another location within confines of same mill or works, and there unloaded, per car..... ♦ $4.77

SOUTHERN SECTION

South of Callowhill Street, but not including cars received from, or delivered to, The Reading Company, or the Baltimore & Ohio Railroad Company:

From one siding yard track or industry to another siding, yard track or industry-
For each loaded car, including the return of the empty car..... ① ♦ $18.15

APPLICATION OF RATES

The rates shown above are for local switching charges only, and do not apply to any part of an interstate shipment, nor to cars which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing The Philadelphia Belt Line Railroad Company.

♦ Advance.
① Not applicable on Coke (the Product of Coal); for rate on this commodity refer to I.C.C. No. 78, Pa. P.U.C. No. 74.

ISSUED
PHILADELPHIA, PA., OCTOBER 10, 1947. EFFECTIVE OCTOBER 13, 1947.

Issued on five days notice under authority of Order dated October 6, 1947 of the Interstate Commerce Commission in Ex Parte No. 166.

Effective upon less than statutory notice by special permission of the Pennsylvania Public Utility Commission No. 22251 of October 8, 1947.

Issued by

M.G. PRESTON,
General Manager,
323 Bourse Bldg.
Philadelphia 6, Pa.

(100-G) Received..... 1947.

Not Confidential

No supplement to this tariff will be issued except for the purpose of cancelling the tariff unless otherwise specifically authorized by the Commission.

I.C.C. No. 78
Cancels I.C.C. No. 75
Pa. P.U.C. No. 74
Cancels Pa. P.U.C. No. 71

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL COMMODITY TARIFF

Naming Rates On

COKE (The direct Product of Coal)

CARLOADS

MOVING WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

FROM	TO	♦Rates in Cents	Per	Minimum Weight Per Car
NORTHERN SECTION				
Plant of the Philadelphia Coke Company, Orthodox Street	Allegheny Avenue (See Rule 3)	Ⓜ Ⓦ 2075	Car	.....
Plant of the Philadelphia Coke Company, Orthodox Street	Plant of Charles Lennig & Company, Richmond and Kennedy Streets, but not including cars received from or delivered to, the Reading Company (see Rule 3)	2375	Car	.....
One siding, yard track or industry north of Allegheny Avenue	Another siding, yard track or industry north of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company (see Rule 3)	105	2000 Pounds	See Rule 2
Plant of the Philadelphia Gas Works Company known as Station B	Plant of the Philadelphia Coke Company, Orthodox Street (see Rule 3)	2075	Car	.....
One point within the confines of the plant of the Philadelphia Gas Works Company known as Station B	Another point within the confines of the plant of the Philadelphia Gas Works Company known as Station B	Ⓜ 2075	Car	.....
SOUTHERN SECTION				
One siding, yard track or industry south of Callowhill Street	Another siding, yard track or industry south of Callowhill Street, but not including cars received from, or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company	105	2000 Pounds	See Rule 2

Ⓜ Issued to meet motor truck competition. Ⓦ Issued to meet water competition.
♦ Advance.

APPLICATION OF RATES

Rule 1. The local commodity rates in this tariff do not apply to any part of an interstate shipment, nor to shipments which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing The Philadelphia Belt Line Railroad Company.

MINIMUM CARLOAD WEIGHTS

Rule 2. (Only rates making reference to this rule are governed hereby). The minimum carload weight on shipments of Coke (the direct product of Coal) will be:

IN OPEN CARS.....50,000 pounds
Except that when cars are loaded to their full visible or cubical capacity, actual weight will apply.
IN BOX OR STOCK CARS.....40,000 pounds

APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS

Rule 3. (Only rates making reference to this rule are governed hereby). From any point of origin not named in this tariff, but which is intermediate from points of origin which are named, the rate from such intermediate point will be the same as the rate from the next more distant point from which a rate is named.

To any point of destination not named in this tariff, but which is intermediate to points of destination which are named, the rate to such intermediate point will be the same as the rate to the next more distant point to which a rate is named.

ISSUED OCTOBER 10, 1947. EFFECTIVE OCTOBER 13, 1947.

Issued on three days notice under authority of Order dated October 6, 1947 of the Interstate Commerce Commission in Ex Parte No. 166.

Effective upon less than statutory notice by special permission of the Pennsylvania Public Utility Commission, No. 22251 of October 8, 1947.

Issued by:
M.G. PRESTON, General Manager,
323 Bourse Bldg.
Philadelphia 6, Pa.

(100-G) Received.....1947

Not Confidential PBL_000869

No supplement to this Index will be issued.

I.C.C. No. 77
PA. P.U.C. No. 73

Cancels Tariff Index I.C.C. No. 74
Pa. P.U.C. No. 70

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

TARIFF INDEX NO. 43

(Cancels Tariff Index No. 42)

LIST OF FREIGHT TARIFFS, ETC.

On File With

INTERSTATE COMMERCE COMMISSION

PENNSYLVANIA PUBLIC UTILITY COMMISSION

This Index contains list of Tariff Publications in effect January 1, 1947.

SECTION 1

Containing lists of Tariffs in which The Philadelphia Belt Line Railroad Company is initial carrier

I.C.C. NO.	PA. P.U.C. NO.	ISSUED BY	DESCRIPTION
75	71	The Philadelphia Belt Line Railroad Company.....	Local Switching-Coke Charges within the City of Philadelphia.
76	72	The Philadelphia Belt Line Railroad Company.....	Local Switching Charges within the City of Philadelphia.

I.C.C. NO.	PA. P.U.C.	ISSUED BY	DESCRIPTION
3983	314	B.T.Jones	Car Demurrage Rules and Charges Storage Rules and Charges
77	73	The Philadelphia Belt Line Railroad Company.....	Tariff Index No. 43 List of Freight Tariffs

SECTION NO. 2

(There are no tariffs issued by Foreign Roads in which The Philadelphia Belt Line Railroad Company is shown as a delivering carrier).

SECTION NO. 3

Containing numerical list of The Philadelphia Belt Line Railroad Company Tariffs bearing I.C.C. and Pa. P.U.C. Numbers

I.C.C. Nos.	Pa. P.U.C. Nos.
75	71
76	72
77	73

Issued January 1, 1947

M. G. PRESTON,
General Manager,
323 Bourse Building
Philadelphia 6, Pa.

(100-G)

Received.....1947.

Not Confidential

PBL_000870

No supplement to this tariff will be issued except for the purpose of canceling the tariff unless otherwise specifically authorized by the Commission.

I.C.C. No. 76
Cancels I.C.C. No. 73

Pa. P.U.C. No. 72
Cancels Pa. P.U.C. No. 69

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL SWITCHING CHARGES

WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

NORTHERN SECTION

North of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company:

From one siding yard track or industry to another siding, yard track or industry-
For each loaded car including the return of the empty car..... ① ♦$15.00

INTERNAL SWITCHING PERFORMED BY CARRIERS' ENGINES

Cars loaded at one location within a mill or works, moved to another location within confines of same mill or works, and there unloaded, per car..... ♦$ 4.34

SOUTHERN SECTION

South of Callowhill Street, but not including cars received from, or delivered to, The Reading Company, or the Baltimore & Ohio Railroad Company:

From one siding yard track or industry to another siding, yard track or industry -
For each loaded car, including the return of the empty car..... ① ♦$16.50

APPLICATION OF RATES

The rates shown above are for local switching charges only, and do not apply to any part of an interstate shipment, nor to cars which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing the Philadelphia Belt Line Railroad Company.

♦ Advance.
① Not applicable on Coke (the Product of Coal); for rate on this commodity refer to I.C.C. No. 75, Pa. P.U.C. No. 71

ISSUED
PHILADELPHIA, PA., DECEMBER 23, 1946. EFFECTIVE JANUARY 1, 1947.

Issued on five days notice under authority of Order dated December 5, 1946 of the Interstate Commerce Commission in Ex Parte No. 148 and Ex Parte No. 162.

Effective upon less than statutory notice by special permission of the Pennsylvania Public Utility Commission No. 22032 of December 10, 1946.

Issued by

M.G. PRESTON,
General Manager,
323 Bourse Bldg.
Philadelphia 6, Pa.

(100-G) Received.....1946.

Not Confidential PBL_000871

No supplement to this tariff will be issued except for the purpose of cancelling the tariff unless otherwise specifically authorized by the Commission.

I.C.C. No. 75
Cancels I.C.C. No. 72
Pa. P.U.C. No. 71
Cancels Pa. P.U.C. No. 68

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL COMMODITY TARIFF

Naming Rates On

COKE (The direct Product of Coal)

CARLOADS

MOVING WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

FROM	TO	♦Rates in Cents	Per	Minimum Weight Per Car
NORTHERN SECTION				
Plant of the Philadelphia Coke Company, Orthodox Street	Allegheny Avenue (See Rule 3)	(M)(W) 1725	Car	.....
Plant of the Philadelphia Coke Company, Orthodox Street	Plant of Charles Lennig & Company, Richmond and Kennedy Streets, but not including cars received from or delivered to, the Reading Company (see Rule 3)	2025	Car	.....
One siding, yard track or industry north of Allegheny Avenue	Another siding, yard track or industry north of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company (see Rule 3)	95	2000 Pounds	See Rule 2
Plant of the Philadelphia Gas Works Company known as Station B	Plant of the Philadelphia Coke Company, Orthodox Street (see Rule 3)	1725	Car	.....
One point within the confines of the plant of the Philadelphia Gas Works Company known as Station B	Another point within the confines of the plant of the Philadelphia Gas Works Company known as Station B	(M) 1725	Car	.....
SOUTHERN SECTION				
One siding, yard track or industry south of Callowhill Street	Another siding, yard track or industry south of Callowhill Street, but not including cars received from, or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company	95	2000 Pounds	See Rule 2

(M) Issued to meet motor truck competition. (W) Issued to meet water competition.
♦ Advance.

APPLICATION OF RATES

Rule 1. The local commodity rates in this tariff do not apply to any part of an interstate shipment, nor to shipments which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing the Philadelphia Belt Line Railroad Company.

MINIMUM CARLOAD WEIGHTS

Rule 2. (Only rates making reference to this rule are governed hereby). The minimum carload weight on shipments of Coke (the direct product of Coal) will be:

IN OPEN CARS.....50,000 pounds
Except that when cars are loaded to their full visible or cubical capacity, actual weight will apply.
IN BOX OR STOCK CARS.....40,000 pounds

APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS

Rule 3. (Only rates making reference to this rule are governed hereby). From any point of origin not named in this tariff, but which is intermediate from points of origin which are named, the rate from such intermediate point will be the same as the rate from the next more distant point from which a rate is named.

To any point of destination not named in this tariff, but which is intermediate to points of destination which are named, the rate to such intermediate point will be the same as the rate to the next more distant point to which a rate is named.

ISSUED DECEMBER 23, 1946. EFFECTIVE JANUARY 1, 1947.

Issued on five days notice under authority of Order dated December 5, 1946 of the Interstate Commerce Commission in Ex Parte No. 148 and Ex Parte No. 162

Effective upon less than statutory notice by special permission of the Pennsylvania Public Utility Commission, No. 22032 of December 10, 1946.

Issued by: M.G. PRESTON, General Manager,
323 Bourse Bldg.
Philadelphia 6, Pa.

(100-G) Received.....1946.

Not Confidential PBL_000872

No supplement to this Index will be issued.

I.C.C. No. 74
PA. P.U.C. No. 70

Cancels Tariff Index I.C.C. No. 70
Pa. P.U.C. No. 66

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

TARIFF INDEX NO. 42

(Cancels Tariff Index No. 41)

LIST OF FREIGHT TARIFFS, ETC.

On File With

INTERSTATE COMMERCE COMMISSION

PENNSYLVANIA PUBLIC UTILITY COMMISSION

This Index contains list of Tariff Publications in effect July 1, 1946.

SECTION 1

Containing lists of Tariffs in which The Philadelphia Belt Line Railroad Company is initial carrier

I.C.C. NO.	PA. P.U.C. No.	ISSUED BY	DESCRIPTION
72	68	The Philadelphia Belt Line Railroad Company....	Local Switching-Coke Charges within the City of Philadelphia.
73	69	The Philadelphia Belt Line Railroad Company....	Local Switching Charges within the City of Philadelphia.

I.C.C. NO.	PA. P.U.C. No.	ISSUED BY	DESCRIPTION
3963	314	B.T.Jones	Car Demurrage Rules and Charges Storage Rules and Charges
74	70	The Philadelphia Belt Line Railroad Company...	Tariff Index No. 42 List of Freight Tariffs

SECTION NO. 2

(There are no tariffs issued by Foreign Roads in which The Philadelphia Belt Line Railroad Company is shown as a delivering carrier).

SECTION NO. 3

Containing numerical list of The Philadelphia Belt Line Railroad Company Tariffs bearing I.C.C. and Pa. P.U.C. Numbers

I.C.C. Nos.	Pa. P.U.C. Nos.
72	68
73	69
74	70

Issued July 5, 1946

M. G. PRESTON,
General Manager,
323 Bourse Building
Philadelphia 6, Pa.

(100-G)

Received.....1946.

Not Confidential

No supplement to this tariff will be issued except for the purpose of canceling the tariff unless otherwise specifically authorized by the Commission.

I.C.C. No. 73
Cancels I.C.C. No. 67

Pa. P.U.C. No. 69
Cancels Pa. P.U.C. No. 63

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL SWITCHING CHARGES

WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

NORTHERN SECTION

North of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company:

From one siding yard track or industry to another siding, yard track or industry - For each loaded car including the return of the empty car..... ① ♦$13.36

INTERNAL SWITCHING PERFORMED BY CARRIERS' ENGINES

Cars loaded at one location within a mill or works, moved to another location within confines of same mill or works, and there unloaded, per car..... ♦$ 3.86

SOUTHERN SECTION

South of Callowhill Street, but not including cars received from, or delivered to, The Reading Company, or the Baltimore & Ohio Railroad Company:

From one siding yard track or industry to another siding, yard track or industry - For each loaded car, including the return of the empty car..... ① ♦$14.69

APPLICATION OF RATES

The rates shown above are for local switching charges only, and do not apply to any part of an interstate shipment, nor to cars which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing the Philadelphia Belt Line Railroad Company.

♦ Advance.
① Not applicable on Coke (the Product of Coal); for rate on this commodity refer to I.C.C. No. 72, Pa. P.U.C. No. 68.

PHILADELPHIA, PA., JUNE 27, 1946. EFFECTIVE JULY 1, 1946.

Issued on three days notice under authority of Order dated June 20, 1946 of the Interstate Commerce Commission in Ex Parte No. 148 and Ex Parte No. 162.

Issued under authority of Special Permission of the Pennsylvania Public Utility Commission Order No. 21891 of June 24, 1946.

Issued by

M.G. PRESTON,
General Manager,
323 Bourse Bldg. 400 Chestnut St.,
Philadelphia, Pa.

(100-G) Received.....1946.

Not Confidential PBL_000874

No supplement to this tariff will be issued except for the purpose of cancelling the tariff unless otherwise specifically authorized by the Commission.

I.C.C. No. 72
Cancels I.C.C. No. 71
Pa. P.U.C. No. 68
Cancels Pa. P.U.C. No. 67

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL COMMODITY TARIFF

Naming Rates On

COKE (The direct Product of Coal)

CARLOADS

MOVING WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

FROM	TO	♦Rates in Cents	Per	Minimum Weight Per Car
NORTHERN SECTION				
Plant of the Philadelphia Coke Company, Orthodox Street	Allegheny Avenue (See Rule 3)	Ⓜ Ⓦ $14.10	Car	.....
Plant of the Philadelphia Coke Company, Orthodox Street	Plant of Charles Lennig & Company, Richmond and Kennedy Streets, but not including cars received from or delivered to, the Reading Company (see Rule 3)	$17.10	Car	.....
One siding, yard track or industry north of Allegheny Avenue	Another siding, yard track or industry north of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company (see Rule 3)	86	2000 Pounds	See Rule 2
Plant of the Philadelphia Gas Works Company known as Station B	Plant of the Philadelphia Coke Company, Orthodox Street (see Rule 3)	$14.10	Car	.....
One point within the confines of the plant of the Philadelphia Gas Works Company known as Station B	Another point within the confines of the plant of the Philadelphia Gas Works Company known as Station B	Ⓜ $14.10	Car	.....
SOUTHERN SECTION				
One siding, yard track or industry south of Callowhill Street	Another siding, yard track or industry south of Callowhill Street, but not including cars received from, or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company	86	2000 Pounds	See Rule 2

Ⓜ Issued to meet motor truck competition. Ⓦ Issued to meet water competition.
♦ Advance.

APPLICATION OF RATES

Rule 1. The local commodity rates in this tariff do not apply to any part of an interstate shipment, nor to shipments which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing the Philadelphia Belt Line Railroad Company.

MINIMUM CARLOAD WEIGHTS

Rule 2. (Only rates making reference to this rule are governed hereby). The minimum carload wieght on shipments of Coke (the direct product of Coal) will be:

IN OPEN CARS.....50,000 pounds
Except that when cars are loaded to their full visible or cubical capacity, actual weight will apply.
IN BOX OR STOCK CARS.....40,000 pounds

APPLICATION OF RATES FROM AND TO INTERMEDIATE POINDS

Rule 3. (Only rates making reference to this rule are governed hereby). From any point of origin not named in this tariff, but which is intermediate from points of origin which are named, the rate from such intermediate point will be the same as the rate from the next more distant point from which a rate is named.

To any point of destination not named in this tariff, but which is intermediate to points of destination which are named, the rate to such intermediate point will be the same as the rate to the next more distant point to which a rate is named.

ISSUED JUNE 27, 1946. EFFECTIVE JULY 1, 1946.

Issued on three days notice under authority of Order dated June 20, 1946 of the Interstate Commerce Commission in Ex Parte No. 148 and Ex Parte No. 162.

Issued under authority of Special Permission of the Pennsylvania Public Utility Commission Order No. 21891 of June 24, 1946.

Issued by: M.G. PRESTON, General Manager,
323 Bourse Bldg.
Philadelphia, Pa.

(100-G) Received.....1946.

Not Confidential PBL_000875

No supplement to this Index will be issued.

I.C.C. NO. 70
PA. P.U.C. NO. 66

Cancels Tariff Index I.C.C. NO. 69
Pa. P.U.C. No. 65

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

TARIFF INDEX NO. 41

(Cancels Tariff Index No. 40)

LIST OF FREIGHT TARIFFS, ETC.

On File With

INTERSTATE COMMERCE COMMISSION

PENNSYLVANIA PUBLIC UTILITY COMMISSION

This Index contains list of Tariff Publications in effect June 15, 1943.

SECTION 1

Containing lists of Tariffs in which The Philadelphia Belt Line Railroad is initial carrier

I.C.C. NO.	PA. P.U.C. NO.	ISSUED BY	DESCRIPTION
68	64	The Philadelphia Belt Line Railroad Company.	Local Switching-Coke Charges within the City of Philadelphia.
67	63	The Philadelphia Belt Line Railroad Company.	Local Switching Charges within the City of Philadelphia.

I.C.C. NO.	PA. P.U.C. NO.	ISSUED BY	DESCRIPTION
3722	293	B.T.Jones	Car Demurrage Rules and Charges Storage Rules and Charges
70	66	The Philadelphia Belt Line Railroad Company.	Tariff Index No. 41 List of Freight Tariffs

SECTION NO. 2

(There are no tariffs issued by Foreign Roads in which The Philadelphia Belt Line Railroad is shown as a delivering carrier).

SECTION NO. 3

Containing numerical list of The Philadelphia Belt Line Railroad Company Tariffs bearing I.C.C. and Pa. P.U.C. Numbers

I.C.C. Nos.	Pa. P.U.C. Nos.
67	63
68	64
70	66

Issued May 22, 1943

M. G. PRESTON,
General Manager,
400 Chestnut St.,
Philadelphia, Pa.

(100-G)

Received.....1943.

Not Confidential

No supplement to this tariff will be issued except for the purpose of canceling the tariff unless otherwise specifically authorized by the Commission.

I.C.C. No. 67
Cancels I.C.C. No. 62

Pa. P.U.C. No. 63
Cancels Pa. P.U.C. No. 58

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL SWITCHING CHARGES

WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

NORTHERN SECTION

North of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company:

From one siding, yard track or industry to another siding, yard track or industry - For each loaded car including the return of the empty car..... ♁ ① $12.00

INTERNAL SWITCHING PERFORMED BY CARRIERS' ENGINES

Cars loaded at one location within a mill or works, moved to another location within confines of same mill or works, and there unloaded, per car..... ♁ $ 3.47

SOUTHERN SECTION

South of Callowhill Street, but not including cars received from, or delivered to, The Reading Company, or the Baltimore & Ohio Railroad Company:

From one siding, yard track or industry to another siding, yard track or industry - For each loaded car, including the return of the empty car..... ♁ ① $13.20

APPLICATION OF RATES

The rates shown above are for local switching charges only, and do not apply to any part of an interstate shipment, nor to cars which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing the Philadelphia Belt Line Railroad Company.

♁ Reduction.

① Not applicable on Coke (the Product of Coal); for rate on this commodity refer to I.C.C. No. 68, Pa. P.U.C. No. 64.

PHILADELPHIA, PA., MAY 12, 1943.

EFFECTIVE { +INTRASTATE MAY 15, 1943.
INTERSTATE JUNE 15, 1943.

+ Effective upon less than thirty days' notice by Special Permission of the Pennsylvania Public Utility Commission, No. 21052 of April 30, 1943.

Issued by

M. G. PRESTON,
General Manager,
400 Chestnut St.,
Philadelphia, Pa.

(100-G)

Received.....1943.

Not Confidential

No supplement to this tariff will be issued except for the purpose of canceling the tariff unless otherwise specifically authorized by the Commission.

I.C.C. NO. 71
Cancels I.C.C. No. 68
Pa. P.U.C. No. 67
Cancels Pa. P.U.C. No. 64

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL COMMODITY TARIFF

Naming Rates On

COKE (The direct Product of Coal)

CARLOADS

MOVING WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

FROM	TO	Rates in Cents	Per	Minimum Weight Per Car
	NORTHERN SECTION			
Plant of the Philadelphia Coke Company, Orthodox Street.....	Allegheny Avenue (See Rule 3).....	Ⓜ Ⓦ 1200	Car	.....
Plant of the Philadelphia Coke Company, Orthodox Street.....	Plant of Charles Lennig & Company, Richmond and Kennedy Streets, but not including cars received from or delivered to, the Reading Company (see Rule 3).....	1500	Car	.....
One siding, yard track or industry north of Allegheny Avenue.....	Another siding, yard track or industry north of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company (see Rule 3).....	80	2000 Pounds	See Rule 2
+Plant of the Philadelphia Gas Works Company known as Station B..	Plant of the Philadelphia Coke Company, Orthodox Street (see Rule 3).....	↓1200	Car	.....
One point within the confines of the plant of the Philadelphia Gas Works Company known as Station B...	Another point within the confines of the plant of the Philadelphia Gas Works Company known as Station B.....	Ⓜ 1200	Car	.....
	SOUTHERN SECTION			
One siding, yard track or industry south of Callowhill Street.....	Another siding, yard track or industry south of Callowhill Street, but not including cars received from, or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company.....	80	2000 Pounds	See Rule 2

Ⓜ Issued to meet motor truck competition. Ⓦ Issued to meet water competition.
↓ Reduction.

APPLICATION OF RATES

Rule 1. The local commodity rates in this tariff do not apply to any part of an interstate shipment, nor to shipments which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing the Philadelphia Belt Line Railroad Company.

MINIMUM CARLOAD WEIGHTS

Rule 2. (Only rates making reference to this rule are governed hereby). The minimum carload weight on shipments of Coke (the direct product of Coal) will be:

IN OPEN CARS.....50,000 pounds
Except that when cars are loaded to their full visible or cubical capacity, actual weight will apply, but not less than 35,000 pounds.
IN BOX OR STOCK CARS.....40,000 pounds

APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS

Rule 3. (Only rates making reference to this rule are governed hereby). From any point of origin not named in this tariff, but which is intermediate from points of origin which are named, the rate from such intermediate point will be the same as the rate from the next more distant point from which a rate is named.

To any point of destination not named in this tariff, but which is intermediate to points of destination which are named, the rate to such intermediate point will be the same as the rate to the next more distant point to which a rate is named.

ISSUED APRIL 12, 1946.

EFFECTIVE MAY 16, 1946.
(Except as otherwise provided herein).

+Effective April 16, 1946 upon less than thirty days' notice by Special Permission of the Pennsylvania Public Utility Commission, No. 21820 of April 12, 1946.

Issued by: M.G. PRESTON, General Manager,
323 Bourse Bldg.
Philadelphia, Pa.

(100-G)

Received.....1946.

Not Confidential

No supplement to this tariff will be issued except for the purpose of canceling the tariff unless otherwise specifically authorized by the Commission.

I.C.C. NO. 68
Cancels I.C.C. No. 65
Pa. P.U.C. NO. 64
Cancels Pa. P.U.C. No. 61

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL COMMODITY TARIFF

Naming Rates On

COKE (The direct Product of Coal)

CARLOADS

MOVING WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

FROM	TO	♦Rates in Cents	Per	Minimum Weight Per Car
NORTHERN SECTION				
Plant of the Philadelphia Coke Company, Orthodox Street	Allegheny Avenue (See Rule 3)	Ⓜ Ⓦ 1200	Car	.....
Plant of the Philadelphia Coke Company, Orthodox Street	Plant of Charles Lennig & Company, Richmond and Kennedy Streets, but not including cars received from or delivered to, the Reading Company (see Rule 3)	1500	Car	.....
One siding, yard track or industry north of Allegheny Avenue	Another siding, yard track or industry north of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company (see Rule 3)	80	2000 Pounds	See Rule 2
One point within the confines of the plant of the Philadelphia Gas Works Company known as Station B	Another point within the confines of the plant of the Philadelphia Gas Works Company known as Station B	Ⓜ 1200	Car	.....
SOUTHERN SECTION				
One siding, yard track or industry south of Callowhill Street	Another siding, yard track or industry south of Callowhill Street, but not including cars received from or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company	80	2000 pounds	See Rule 2

Ⓜ Issued to meet motor truck competition. Ⓦ Issued to meet water competition.
♦ Reduction.

APPLICATION OF RATES

Rule 1. The local commodity rates in this tariff do not apply to any part of an interstate shipment, nor to shipments which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing the Philadelphia Belt Line Railroad Company.

MINIMUM CARLOAD WEIGHTS

Rule 2. (Only rates making reference to this rule are governed hereby). The minimum carload weight on shipments of Coke (the direct product of Coal) will be:

IN OPEN CARS..... 50,000 pounds
Except that when cars are loaded to their full visible or cubical capacity, actual weight will apply, but not less than 35,000 pounds.
IN BOX OR STOCK CARS..... 40,000 pounds

APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS

Rule 3. (Only rates making reference to this rule are governed hereby). From any point of origin not named in this tariff, but which is intermediate from points of origin which are named, the rate from such intermediate point will be the same as the rate from the next more distant point from which a rate is named.

To any point of destination not named in this tariff, but which is intermediate to points of destination which are named, the rate to such intermediate point will be the same as the rate to the next more distant point to which a rate is named.

PHILADELPHIA, PA., MAY 12, 1943.

EFFECTIVE { ♦INTRASTATE MAY 15, 1943.
INTERSTATE JUNE 15, 1943.

♦Effective upon less than thirty days' notice by Special Permission of the Pennsylvania Public Utility Commission, No. 21052 of April 30, 1943.

Issued by

M. G. PRESTON,
General Manager,
400 Chestnut St.,
Philadelphia, Pa.

(100-G)

Received.....1943.

Not Confidential

No supplement to this tariff will be issued except for the purpose of canceling the tariff unless otherwise specifically authorized by the Commission.

I.C.C. NO. 68
Cancels I.C.C. No. 65
Pa. P.U.C. NO. 64
Cancels Pa. P.U.C. No. 61

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL COMMODITY TARIFF

Naming Rates On

COKE (The direct Product of Coal)

CARLOADS

MOVING WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

FROM	TO	♦Rates in Cents	Per	Minimum Weight Per Car
NORTHERN SECTION				
Plant of the Philadelphia Coke Company, Orthodox Street	Allegheny Avenue (See Rule 3)	Ⓜ Ⓦ 1200	Car	.....
Plant of the Philadelphia Coke Company, Orthodox Street	Plant of Charles Lennig & Company, Richmond and Kennedy Streets, but not including cars received from or delivered to, the Reading Company (see Rule 3)	1500	Car	.....
One siding, yard track or industry north of Allegheny Avenue	Another siding, yard track or industry north of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company (see Rule 3)	80	2000 Pounds	See Rule 2
One point within the confines of the plant of the Philadelphia Gas Works Company known as Station B	Another point within the confines of the plant of the Philadelphia Gas Works Company known as Station B	Ⓜ 1200	Car	.....
SOUTHERN SECTION				
One siding, yard track or industry south of Callowhill Street	Another siding, yard track or industry south of Callowhill Street, but not including cars received from or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company	80	2000 pounds	See Rule 2

Ⓜ Issued to meet motor truck competition. Ⓦ Issued to meet water competition.
♦ Reduction.

APPLICATION OF RATES

Rule 1. The local commodity rates in this tariff do not apply to any part of an interstate shipment, nor to shipments which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing the Philadelphia Belt Line Railroad Company.

MINIMUM CARLOAD WEIGHTS

Rule 2. (Only rates making reference to this rule are governed hereby). The minimum carload weight on shipments of Coke (the direct product of Coal) will be:

IN OPEN CARS..... 50,000 pounds
Except that when cars are loaded to their full visible or cubical capacity, actual weight will apply, but not less than 35,000 pounds.
IN BOX OR STOCK CARS..... 40,000 pounds

APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS

Rule 3. (Only rates making reference to this rule are governed hereby). From any point of origin not named in this tariff, but which is intermediate from points of origin which are named, the rate from such intermediate point will be the same as the rate from the next more distant point from which a rate is named.

To any point of destination not named in this tariff, but which is intermediate to points of destination which are named, the rate to such intermediate point will be the same as the rate to the next more distant point to which a rate is named.

PHILADELPHIA, PA., MAY 12, 1943.

EFFECTIVE {♦INTRASTATE MAY 15, 1943.
INTERSTATE JUNE 15, 1943.

♦Effective upon less than thirty days' notice by Special Permission of the Pennsylvania Public Utility Commission, No. 21052 of April 30, 1943.

Issued by

M. G. PRESTON,
General Manager,
400 Chestnut St.,
Philadelphia, Pa.

(100-G)

Received.....1943.

Not Confidential

No supplement to this Index
will be issued

I.C.C. No. 114
Cancels I.C.C. No. 111
Pa. P.U.C. No. 110
Cancels Pa. P.U.C. No. 107

FREIGHT TARIFF 125
Cancels Freight Tariff 122

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

TARIFF INDEX NO. 55
(Cancels Tariff Index No. 54)

LIST OF FREIGHT TARIFFS, ETC.

On File With

Interstate Commerce Commission

Pennsylvania Public Utility Commission

This Index contains list of Tariff Publications in effect

EFFECTIVE JULY 23, 1970

SECTION 1

Containing lists of tariffs in which The Philadelphia Belt Line Railroad Company is Initial carrier.

I.C.C. No.	PA. P.U.C. No.	ISSUED BY	DESCRIPTION
113	109	The Philadelphia Belt Line Railroad Company	Local Switching-Coke Charges within the City of Philadelphia
112	108	The Philadelphia Belt Line Railroad Company	Local Switching Charges within the City of Philadelphia.

I.C.C. No.	PA. P.U.C. No.	ISSUED BY	DESCRIPTION
H-36	H-36	B.B. Maurer	Car Demurrage Rules and Charges
114	110	The Philadelphia Belt Line Railroad Company	Storage Rule and Charges Tariff Index No. 55 List of Freight Tariffs.

SECTION 2

(There are no tariffs issued by Foreign Roads in which The Philadelphia Belt Line Railroad Company is shown as a delivering carrier).

SECTION 3

Containing numerical list of The Philadelphia Belt Line Railroad Company Tariffs bearing I.C.C. and Pa. P.U.C. Numbers.

I.C.C. Nos.	Pa. P.U.C. Nos.
112	108
113	109
114	110

ISSUED JUNE 22, 1970

ISSUED BY

M.G. PRESTON, President,
323 Bourse Bldg.
Philadelphia, Pa. 19106

Received.....1970

6047-B

Not Confidential

I.C.C. NO. 113
Cancels I.C.C. NO. 110
Pa. P.U.C. NO. 109
Cancels Pa. P.U.C. NO. 106

FREIGHT TARIFF 124
Cancels Freight Tariff 121

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL COMMODITY TARIFF
Naming Rates On
COKE
(The direct product of Coal)
MOVING WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

FROM	TO	♦Rates in Cents	Per	Minimum Weight Per Car
NORTHERN SECTION				
Plant of the Philadelphia Coke Company, Orthodox Street.....	Allegheny Avenue (See Rule 3).....	5409	Car	...
Plant of the Philadelphia Coke Company, Orthodox Street.....	Plant of Charles Lenning & Company, Richmond and Kennedy Streets, but not including cars received from or delivered to, the Reading Company (See Rule 3).....	5959	Car	...
One siding, yard track or industry north of Allegheny Avenue.....	Another siding, yard track or industry north of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company (See Rule 3).....	237	2000 Pounds	See Rule 2
Plant of the Philadelphia Gas Works Company known as Station B.....	Plant of the Philadelphia Coke Company, Orthodox Street (See Rule 3).....	5409	Car	...
One Point within the confines of the plant of the Philadelphia Gas Works Company known as Station B.....	Another point within the confines of the plant of the Philadelphia Gas Works Company known as Station B.....	5409	Car	...
SOUTHERN SECTION				
One siding, yard track or industry south of Callowhill Street.....	Another siding, yard or industry south of Callowhill Street, but not including cars received from, or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company.....	237	2000 Pounds	See Rule 2

♦ - Increase

APPLICATION OF RATES

Rule 1. The local commodity rates in this tariff do not apply to any part of an interstate shipment, nor to shipments which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing The Philadelphia Belt Line Railroad Company.

MINIMUM CARLOAD WEIGHTS

Rule 2. (Only rates making reference to this rule are governed hereby). The minimum carload weight on shipments of Coke (the direct product of Coal) will be:

IN OPEN CARS.....50,000 pounds
Except that when cars are loaded to their full visible or cubical capacity, actual weight will apply.
IN BOX OR STOCK CARS.....40,000 pounds

APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS

Rule 3. (Only rates making reference to this rule are governed hereby). From any point of origin not named in this tariff, but which is intermediate from points of origin which are named, the rate from such intermediate point will be the same as the rate from the next more distant point from which a rate is named.

To any point of destination not named in this tariff, but which is intermediate to points of destination which are named, the rate to such intermediate point will be the same as the rate to the next more distant point to which a rate is named.

ISSUED JUNE 22, 1970

EFFECTIVE JULY 23, 1970

Issued By

M.G. PRESTON, President
323 Bourse Bldg.
Philadelphia, Pa. 19106

Not Confidential PBL_000882

No supplement to this tariff will be issued except for the purpose of cancelling the tariff unless otherwise specifically authorized by the Commission.

I.C.C. No. 106
Cancels I.C.C. No. 103

Pa. P.U.C. No. 102
Cancels Pa. P.U.C. No. 99

FREIGHT TARIFF 117
Cancels Freight Tariff 114

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL SWITCHING CHARGES
WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

NORTHERN SECTION

North of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company:

From one siding, yard track or industry to another siding, yard track or industry -

For each loaded car including the return of the empty car.....♦ ① $43.25

INTERNAL SWITCHING PERFORMED BY CARRIERS ENGINES:

Cars loaded at one location within a mill or works, moved to another location within confines of same mill or works, and there unloaded, per car..... ♦ $14.89

SOUTHERN SECTION

South of Callowhill Street, but not including cars received from or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company:

From one siding, yard track or industry to another siding, yard track or industry -

For each loaded car, including the return of the empty car.....♦ ① $46.68

Rates or charges published herein for application on intra-plant, intra-terminal or inter-terminal switching service apply to shipments which are both loaded and unloaded within the same switching district, only when loaded in or on ordinary equipment. Ordinary equipment means:

1. Box cars not exceeding 52 feet in length, inside measurement, but not including box cars of any length which are cushioned underframe, insulated or equipped with any type of loading devices.
2. Flat cars not exceeding 54 feet in length and having marked capacity not greater than 180,000 pounds; but not including flat cars of any length equipped with racks, frames, bulkheads, tie down devices, hoods or other appurtenances extending above the deck of the car, nor on special type flat cars with mechanical designations "FD", "FG", "FW", "FM", as listed under the heading of Heavy Capacity and Special Type Flat Cars' in the Official Railway Equipment Register.
3. Gondola cars having marked capacity not greater than 180,000 pounds; but not including gondola cars of any length equipped with covers, hoods, containers or cradle floors.
4. Open top hopper cars not exceeding 60 feet in length, inside measurement, or having marked Capacity not exceeding 180,000 lbs.
5. Cars other than described as ordinary equipment in Paragraph 1 to 4, owned or leased by shipper or consignee.

When shipments that are both loaded and unloaded within the same switching district are loaded in cars that are other than ordinary equipment the rate or charge to apply will be the rate or charge published herein for application to shipments loaded in ordinary equipment as described in 1 - 5 above, plus $25.00 per cars. The provisions of this paragraph will not apply to shipments of Coal, Coke (the direct product of Coal) or Iron Ore.

APPLICATION OF RATES

The rates shown above are for local switching charges only, and do not apply to any part of an interstate shipment, nor to cars which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing The Philadelphia Belt Line Railroad Company

♦ - Increase.

① - Not applicable on Coke (the Product of Coal); for rate on this commodity refer to I.C.C. No. 107, Pa. P.U.C. No. 103.

ISSUED DECEMBER 4, 1968

EFFECTIVE JANUARY 5, 1969

Issued by

M.G. PRESTON, President
323 Bourse Bldg.
Philadelphia, Pa. 19106

Received.....1968

264 Not Confidential

PBL_000841

No supplement to this tariff will be issued except for the purpose of cancelling the tariff unless otherwise specifically authorized by the Commission.

I.C.C. NO. 104
Cancels I.C.C. NO. 101
Pa. P.U.C. NO. 100
Cancels Pa. P.U.C. NO. 97

FREIGHT TARIFF 115
Cancels Freight Tariff 112

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL COMMODITY TARIFF

Naming Rates On

COKE
(The direct product of Coal)

MOVING WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

FROM	TO	Rates in Cents	Per	Minimum Weight Per Car
NORTHERN SECTION				
Plant of the Philadelphia Coke Company, Orthodox Street.....	Allegheny Avenue (See Rule 3).....	♦4767	Car	...
Plant of the Philadelphia Coke Company, Orthodox Street.....	Plant of Charles Lennig & Company, Richmond and Kennedy Streets, but not including cars received from or delivered to, the Reading Company (See Rule 3).....	♦5252	Car	...
One siding, yard track or industry north of Allegheny Avenue.....	Another siding, yard track or industry north of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company (See Rule 3).....	♦209	2000 Pounds	See Rule 2
Plant of the Philadelphia Gas Works Company know as Station B.....	Plant of the Philadelphia Coke Company, Orthodox Street (See Rule 3).....	♦4767	Car	...
One Point within the confines of the plant of the Philadelphia Gas Works Company known as Station B.....	Another point within the confines of the plant of the Philadelphia Gas Works Company known as Station B.....	♦4767	Car	....
SOUTHERN SECTION				
One siding, yard track or industry south of Callowhill Street.....	Another siding, yard or industry south of Callowhill Street, but not including cars received from, or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company.....	♦209	2000 Pounds	See Rule 2

♦ - Increase

APPLICATION OF RATES

Rule 1. The local commodity rates in this tariff do not apply to any part of an interstate shipment, nor to shipments which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing The Philadelphia Belt Line Railroad Company.

MINIMUM CARLOAD WEIGHTS

Rule 2. (Only rates making reference to this rule are governed hereby). The minimum carload weight on shipments of Coke (the direct product of Coal) will be:

IN OPEN CARS.....50,000 pounds
Except that when cars are loaded to their full visible or cubical capacity, actual weight will apply.
IN BOX OR STOCK CARS.....40,000 pounds

APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS

Rule 3. (Only rates making reference to this rule are governed hereby). From any point of origin not named in this tariff, but which is intermediate from points of origin which are named, the rate from such intermediate point will be the same as the rate from the next more distant point from which a rate is named.

To any point of destination not named in this tariff, but which is intermediate to points of destination which are named, the rate to such intermediate point will be the same as the rate to the next more distant point to which a rate is named.

ISSUED JULY 2, 1968

EFFECTIVE AUGUST 2, 1968

Issued by

M.G. PRESTON, President,
323 Bourse Bldg.
Philadelphia, Pa. 19106

Not Confidential

No supplement to this Index will be issued.

I.C.C. No. 105
Cancels I.C.C. No. 102
Pa. P.U.C. No. 101
Cancels Pa. P.U.C. No. 98

FREIGHT TARIFF 116
Cancels Freight Tariff 113

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

TARIFF INDEX NO. 52
(Cancels Tariff Index No. 51)

LIST OF FREIGHT TARIFFS, ETC.

On File With

Interstate Commerce Commission

Pennsylvania Public Utility Commission

This Index contains list of Tariff Publications in effect

AUGUST 2, 1968

SECTION 1

Containing lists of tariffs in which The Philadelphia Belt Line Railroad Company is initial carrier.

I.C.C. No.	PA. P.U.C. NO.	ISSUED BY	DESCRIPTION
104	100	The Philadelphia Belt Line Railroad Company	Local Switching-Coke Charges within the City of Philadelphia.
103	99	The Philadelphia Belt Line Railroad Company	Local Switching Charges within the City of Philadelphia.

I.C.C. No.	PA. P.U.C. NO.	ISSUED BY	DESCRIPTION
H-36	H-36	B.B. Maurer	Car Demurrage Rules and Charges
105	101	The Philadelphia Belt Line Railroad Company	Storage Rules and Charges Tariff Index No. 52 List of Freight Tariffs

SECTION 2

(There are no tariffs issued by Foreign Roads in which The Philadelphia Belt Line Railroad Company is shown as a delivering carrier).

SECTION 3

Containing numerical list of The Philadelphia Belt Line Railroad Company Tariffs bearing I.C.C. and Pa. P.U.C. Numbers.

I.C.C. Nos.	Pa. P.U.C. Nos.
103	99
104	100
105	101

ISSUED JULY 2, 1968

ISSUED BY

M.G. PRESTON, President,
323 Bourse Bldg.
Philadelphia, Pa. 19106

(100)

Received.....1968

1725-B

Not Confidential

No supplement to this tariff will be issued except for the purpose of cancelling the tariff unless otherwise specifically authorized by the Commission.

I.C.C. No. 103
Cancels I.C.C. No. 100

Pa. P.U.C. No. 99
Cancels Pa. P.U.C. No. 96

FREIGHT TARIFF 114
Cancels Freight Tariff 111

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL SWITCHING CHARGES
WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

NORTHERN SECTION

North of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company:

From one siding, yard track or industry to another siding, yard track or industry -
For each loaded car including the return of the empty car.....♦ ① $42.02

INTERNAL SWITCHING PERFORMED BY CARRIERS ENGINES:

Cars loaded at one location within a mill or works, moved to another location within confines of same mill or works, and there unloaded, per car..... ♦ $14.47

SOUTHERN SECTION

South of Callowhill Street, but not including cars received from or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company:

From one siding, yard track or industry to another siding, yard track or industry -
For each loaded car, including the return of the empty car.....♦ ① $45.36

Rates or charges published herein for application on intra-plant, intra-terminal or inter-terminal switching service apply to shipments which are both loaded and unloaded within the same switching district, only when loaded in or on ordinary equipment. Ordinary equipment means:

1. Box cars not exceeding 52 feet in length, inside measurement, but not including box cars of any length which are cushioned underframe, insulated or equipped with any type of loading devices.
2. Flat cars not exceeding 54 feet in length and having marked capacity not greater than 180,000 pounds; but not including flat cars of any length equipped with racks, frames, bulkheads, tie down devices, hoods or other appurtenances extending above the deck of the car, nor on special type flat cars with mechanical designations "FD", "FG", "FW", "FM", as listed under the heading of Heavy Capacity and Special Type Flat Cars' in the Official Railway Equipment Register.
3. Gondola cars having marked capacity not greater than 180,000 pounds; but not including gondola cars of any length equipped with covers, hoods, containers or cradle floors.
4. Open top hopper cars not exceeding 60 feet in length, inside measurement, or having marked Capacity not exceeding 180,000 lbs.
5. Cars other than described as ordinary equipment in Paragraph 1 to 4, owned or leased by shipper or consignee.

When shipments that are both loaded and unloaded within the same switching district are loaded in cars that are other than ordinary equipment the rate or charge to apply will be the rate or charge published herein for application to shipments loaded in ordinary equipment as described in 1 - 5 above, plus $25.00 per cars. The provisions of this paragraph will not apply to shipments of Coal, Coke (the direct product of Coal) or Iron Ore.

APPLICATION OF RATES

The rates shown above are for local switching charges only, and do not apply to any part of an interstate shipment, nor to cars which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing The Philadelphia Belt Line Railroad Company.

♦ - Increase.
① - Not applicable on Coke (the Product of Coal); for rate on this commodity refer to I.C.C. No. 104, Pa. P.U.C. No. 100.

ISSUED JULY 2, 1968

EFFECTIVE AUGUST 2, 1968

Issued by

M.G. PRESTON, President
323 Bourse Bldg.
Philadelphia, Pa. 19106

(100)

Received.....1968

Not Confidential

No supplement to this tariff will be issued except for the purpose of cancelling the tariff unless otherwise specifically authorized by the Commission.

I.C.C. NO. 101
Cancels I.C.C. NO. 99
Pa. P.U.C. NO. 97
Cancels Pa. P.U.C. NO. 95

FREIGHT TARIFF 112

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL COMMODITY TARIFF

Naming Rates On

COKE
(The direct product of Coal)

MOVING WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

FROM	TO	Rates in Cents	Per	Minimum Weight Per Car
NORTHERN SECTION				
Plant of the Philadelphia Coke Company, Orthodox Street.....	Allegheny Avenue (See Rule 3).....	4103	Car	...
Plant of the Philadelphia Coke Company, Orthodox Street.....	Plant of Charles Lennig & Company, Richmond and Kennedy Streets, but not including cars received from or delivered to, the Reading Company (See Rule 3).....	4574	Car	...
One siding, yard track or industry north of Allegheny Avenue.....	Another siding, yard track or industry north of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company (See Rule 3).....	188	2000 Pounds	See Rule 2
Plant of the Philadelphia Gas Works Company know as Station B.....	Plant of the Philadelphia Coke Company, Orthodox Street (See Rule 3).....	4103	Car	...
One Point within the confines of the plant of the Philadelphia Gas Works Company known as Station B.....	Another point within the confines of the plant of the Philadelphia Gas Works Company known as Station B.....	4103	Car	....
SOUTHERN SECTION				
One siding, yard track or industry south of Callowhill Street.....	Another siding, yard or industry south of Callowhill Street, but not including cars received from, or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company.....	188	2000 Pounds	See Rule 2

APPLICATION OF RATES

Rule 1. The local commodity rates in this tariff do not apply to any part of an interstate shipment, nor to shipments which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing The Philadelphia Belt Line Railroad Company.

MINIMUM CARLOAD WEIGHTS

Rule 2. (Only rates making reference to this rule are governed hereby). The minimum carload weight on shipments of Coke (the direct product of Coal) will be:

IN OPEN CARS.....50,000 pounds
Except that when cars are loaded to their full visible or cubical capacity, actual weight will apply.
IN BOX OR STOCK CARS.....40,000 pounds

APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS

Rule 3. (Only rates making reference to this rule are governed hereby). From and point of origin not named in this tariff, but which is intermediate from points of origin which are named, the rate from such intermediate point will be the same as the rate from the next more distant point from which a rate is named.

To any point of destination not named in this tariff, but which is intermediate to points of destination which are named, the rate to such intermediate point will be the same as the rate to the next more distant point to which a rate is named.

ISSUED JULY 14, 1967

EFFECTIVE AUGUST 15, 1967

Issued by

M.G. PRESTON, President,
323 Bourse Bldg.
Philadelphia, Pa. 19106

9470-B (100-G) Received.....1967

Not Confidential

No supplement to this Index will be issued.

I.C.C. No. 102
Pa. P.U.C. No. 98

FREIGHT TARIFF 113

Cancels Tariff Index I.C.C. No. 98
Pa. P.U.C. No. 94

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

TARIFF INDEX NO. 51
(Cancels Tariff Index No. 50)

LIST OF FREIGHT TARIFFS, ETC.

On File With

Interstate Commerce Commission

Pennsylvania Public Utility Commission

This Index contains list of Tariff Publications in effect

AUGUST 15, 1967

SECTION 1

Containing lists of tariffs in which The Philadelphia Belt Line Railroad Company is initial carrier.

I.C.C. No.	PA. P.U.C. NO.	ISSUED BY	DESCRIPTION
101	97	The Philadelphia Belt Line Railroad Company	Local Switching-Coke Charges within the City of Philadelphia.
100	96	The Philadelphia Belt Line Railroad Company	Local Switching Charges within the City of Philadelphia.

I.C.C. No.	PA. P.U.C. NO.	ISSUED BY	DESCRIPTION
H-28	H-28	B.B. Maurer	Car Demurrage Rules and Charges Storage Rules and Charges
102	96	The Philadelphia Belt Line Railroad Company	Tariff Index No. 51 List of Freight Tariffs

SECTION 2

(There are no tariffs issued by Foreign Roads in which The Philadelphia Belt Line Railroad Company is shown as a delivering carrier).

SECTION 3

Containing numerical list of The Philadelphia Belt Line Railroad Company Tariffs bearing I.C.C. and Pa. P.U.C. Numbers.

I.C.C. Nos.	Pa. P.U.C. Nos.
100	96
101	97
102	98

ISSUED AUGUST 15, 1967

ISSUED BY

M.G. PRESTON, President,
323 Bourse Bldg.
Philadelphia, Pa. 19106

(100)

Received.....1967

9471-B

No supplement to this tariff will be issued except for the purpose of cancelling the tariff unless otherwise specifically authorized by the Commission.

I.C.C. No. 100
Cancels I.C.C. No. 97

Pa. P.U.C. No. 96
Cancels Pa. P.U.C. No. 93

FREIGHT TARIFF 111

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL SWITCHING CHARGES
WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

NORTHERN SECTION

North of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company:

From one siding, yard track or industry to another siding, yard track or industry -
For each loaded car including the return of the empty car..... ① $38.80

INTERNAL SWITCHING PERFORMED BY CARRIERS ENGINES:

Cars loaded at one location within a mill or works, moved to another location within confines of same mill or works, and there unloaded, per car..... $12.05

SOUTHERN SECTION

South of Callowhill Street, but not including cars received from or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company:

From one siding, yard track or industry to another siding, yard track or industry -
For each loaded car, including the return of the empty car..... ① $41.94

♦Rates or charges published herein for application on intra-plant, intra-terminal or inter-terminal switching service apply to shipments which are both loaded and unloaded within the same switching district, only when loaded in or on ordinary equipment. Ordinary equipment means:

1. Box cars not exceeding 52 feet in length, inside measurement, but not including box cars of any length which are cushioned underframe, insulated or equipped with any type of loading devices.
2. Flat cars not exceeding 54 feet in length and having marked capacity not greater than 180,000 pounds; but not including flat cars of any length equipped with racks, frames, bulkheads, tie down devices, hoods or other appurtenances extending above the deck of the car, nor on special type flat cars with mechanical designations "FD", "FG", "FW", "FM", as listed under the heading of Heavy Capacity and Special Type Flat Cars' in the Official Railway Equipment Register.
3. Gondola cars having marked capacity not greater than 180,000 pounds; but not including gondola cars of any length equipped with covers, hoods, containers or cradle floors.
4. Open top hopper cars not exceeding 60 feet in length, inside measurement, or having marked Capacity not exceeding 180,000 lbs.
5. Cars other than described as ordinary equipment in Paragraph 1 to 4, owned or leased by shipper or consignee.

When shipments that are both loaded and unloaded within the same switching district are loaded in cars that are other than ordinary equipment the rate or charge to apply will be the rate or charge published herein for application to shipments loaded in ordinary equipment as described in 1 - 5 above, plus $25.00 per cars. The provisions of this paragraph will not apply to shipments of Coal, Coke (the direct product of Coal) or Iron Ore.

APPLICATION OF RATES

The rates shown above are for local switching charges only, and do not apply to any part of an interstate shipment, nor to cars which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing The Philadelphia Belt Line Railroad Company.

① - Not applicable on Coke (the Product of Coal); for rate on this commodity refer to I.C.C. No. 101, Pa. P.U.C. No. 97.

ISSUED JULY 14, 1967

EFFECTIVE AUGUST 15, 1967

Issued by

M.G. PRESTON, President
323 Bourse Bldg.
Philadelphia, Pa. 19106

(100)

Received.....1967

9472-B

Subject to Tariff of Increased Rates and Charges No. X-212, Agent C.W. Boin's I.C.C. No. A-1133, Pa. P.U.C. No. A-222, supplements thereto or successive issues thereof.

No supplement to this tariff will be issued except for the purpose of cancelling the tariff unless otherwise specifically authorized by the Commission.

I.C.C. NO. 99
Cancels I.C.C. NO. 96
Pa. P.U.C. NO. 95
Cancels Pa. P.U.C. NO. 92

FREIGHT TARIFF #110

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL COMMODITY TARIFF

Naming Rates On

COKE
(The direct product of Coal)

MOVING WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

FROM	TO	Rates in Cents	Per	Minimum Weight Per Car
NORTHERN SECTION				
Plant of the Philadelphia Coke Company, Orthodox Street.....	Allegheny Avenue (See Rule 3).....	Ⓜ Ⓦ 3228	Car	...
Plant of the Philadelphia Coke Company, Orthodox Street.....	Plant of Charles Lennig & Company, Richmond and Kennedy Streets, but not including cars received from or delivered to, the Reading Company (See Rule 3).....	3699	Car	...
One siding, yard track or industry north of Allegheny Avenue.....	Another siding, yard track or industry north of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company (See Rule 3).....	163	2000 Pounds	See Rule 2
Plant of the Philadelphia Gas Works Company known as Station B.....	Plant of the Philadelphia Coke Company, Orthodox Street (See Rule 3).....	3228	Car	...
One Point within the confines of the plant of the Philadelphia Gas Works Company known as Station B.....	Another point within the confines of the plant of the Philadelphia Gas Works Company known as Station B.....	3228	Car	...
SOUTHERN SECTION				
One siding, yard track or industry south of Callowhill Street.....	Another siding, yard or industry south of Callowhill Street, but not including cars received from, or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company....	163	2000 Pounds	See Rule 2

Ⓜ Issued to meet motor truck competition. Ⓦ Issued to meet water competition.

APPLICATION OF RATES

Rule 1. The local commodity rates in this tariff do not apply to any part of an interstate shipment, nor to shipments which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing the Philadelphia Belt Line Railroad Company.

MINIMUM CARLOAD WEIGHTS

Rule 2. (Only rates making reference to this rule are governed hereby). The minimum carload weight on shipments of Coke (the direct product of Coal) will be:

IN OPEN CARS.....50,000 pounds
Except that when cars are loaded to their full visible or cubical capacity, actual weight will apply.
IN BOX OR STOCK CARS.....40,000 pounds

APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS

Rule 3. (Only rates making reference to this rule are governed hereby). From and point of origin not named in this tariff, but which is intermediate from points of origin which are named, the rate from such intermediate point will be the same as the rate from the next more distant point from which a rate is named.

To any point of destination not named in this tariff, but which is intermediate to points of destination which are named, the rate to such intermediate point will be the same as the rate to the next more distant point to which a rate is named.

Provision for Refund:
In the event any increases resulting from the application of this tariff exceed the increases subsequently approved or prescribed by the Interstate Commerce Commission, the carriers will refund the difference between the increases resulting from the application of this tariff and any increases which may subsequently be approved or prescribed by the Interstate Commerce Commission.
In the event an increase resulting from the application of this tariff is disapproved by the Commission and no increase is authorized, the carriers will refund the full amount of the increase collected.

ISSUED MARCH 5, 1958 EFFECTIVE MARCH 15, 1958

Issued under special permission of the Pennsylvania Public Utility Commission, No. 24862 of February 25, 1958.

Authority to publish on ten days' notice granted by special permission of Interstate Commerce Commission, No. 75982 of February 27, 1958.

Issued by:
M. G. PRESTON, Vice-President,
323 Bourse Building
Philadelphia 6, Pennsylvania

(100-G) Received.....1958

Not Confidential PBL_000848

No supplement to this Index will be issued.

I.C.C. No. 98
Pa. P.U.C. No. 94

FREIGHT TARIFF #109

Cancels Tariff Index I.C.C. No. 95
Pa. P.U.C. No. 91

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

TARIFF INDEX NO. 50
(Cancels Tariff Index No. 49)

LIST OF FREIGHT TARIFFS, ETC.

On File With

Interstate Commerce Commission

Pennsylvania Public Utility Commission

This Index contains list of Tariff Publications in effect

FEBRUARY 1, 1958

SECTION 1

Containing lists of tariffs in which The Philadelphia Belt Line Railroad Company is initial carrier.

I.C.C. No.	PA. P.U.C. NO.	ISSUED BY	DESCRIPTION
96	92	The Philadelphia Belt Line Railroad Company	Local Switching-Coke Charges within the City of Philadelphia.
97	93	The Philadelphia Belt Line Railroad Company	Local Switching Charges within the City of Philadelphia.

I.C.C. No.	PA. P.U.C. NO.	ISSUED BY	DESCRIPTION
4808	446	H.R. Hinsch	Car Demurrage Rules and Charges
98	94	The Philadelphia Belt Line Railroad Company	Storage Rules and Charges Tariff Index No. 50 List of Freight Tariffs

SECTION 2

(There are no tariffs issued by Foreign Roads in which The Philadelphia Belt Line Railroad Company is shown as a delivering carrier).

SECTION 3

Containing numerical list of The Philadelphia Belt Line Railroad Company Tariffs bearing I.C.C. and Pa. P.U.C. Numbers.

I.C.C. Nos.	Pa. P.U.C. Nos.
96	92
97	93
98	94

ISSUED DECEMBER 23, 1957

M.G. PRESTON, Vice-President,
323 Bourse Bldg.
Philadelphia 6, Pa.

Received.....1958

Not Confidential

Subject to Tariff of Increased Rates and Charges No. X-212, Agent C.W. Boin's I.C.C. No. A-1133, Pa. P.U.C. No. A-222, supplements thereto or successive issues thereof.

No supplement to this tariff will be issued except for the purpose of cancelling the tariff unless otherwise specifically authorized by the Commission.

I.C.C. No. 97
Cancels I.C.C. No. 94

Pa. P.U.C. No. 93
Cancels Pa. P.U.C. No. 90

FREIGHT TARIFF #108

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL SWITCHING CHARGES
WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

NORTHERN SECTION

North of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company:

From one siding, yard track or industry to another siding, yard track or industry - For each loaded car including the return of the empty car..... ① $29.81

INTERNAL SWITCHING PERFORMED BY CARRIERS ENGINES:

Cars loaded at one location within a mill or works, moved to another location within confines of same mill or works, and there unloaded, per car..... $ 8.62

SOUTHERN SECTION

South of Callowhill Street, but not including cars received from or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company:

From one siding, yard track or industry to another siding, yard track or industry - For each loaded car, including the return of the empty car..... ① $32.80

APPLICATION OF RATES

The rates shown above are for local switching charges only, and do not apply to any part of an interstate shipment, nor to cars which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing the Philadelphia Belt Line Railroad Company.

① - Not applicable on Coke (the Product of Coal); for rate on this commodity refer to I.C.C. No. 96, Pa. P.U.C. No. 92.

ISSUED DECEMBER 23, 1957.

EFFECTIVE FEBRUARY 1, 1958

This publication is issued under authority of Interstate Commerce Commission No. 75100 of December 23, 1957.

Issued by

M.G. PRESTON, Vice-President

323 Bourse Bldg.
Philadelphia 6, Pa.

Received.....1958

Not Confidential

Subject to Tariff of Increased Rates and Charges No. X-212, Agent C.W. Boin's I.C.C. No. A-1133, Pa. P.U.C. No. A-222, supplements thereto or successive issues thereof.

No supplement to this tariff will be issued except for the purpose of cancelling the tariff unless otherwise specifically authorized by the Commission.

I.C.C. NO. 96
Cancels I.C.C. NO. 93
Pa. P.U.C. NO. 92
Cancels Pa. P.U.C. NO. 89

FREIGHT TARIFF #107

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL COMMODITY TARIFF

Naming Rates On

COKE
(The direct product of Coal)

MOVING WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

FROM	TO	Rates in Cents	Per	Minimum Weight Per Car
NORTHERN SECTION				
Plant of the Philadelphia Coke Company, Orthodox Street.....	Allegheny Avenue (See Rule 3).....	Ⓜ Ⓦ 3081	Car	...
Plant of the Philadelphia Coke Company, Orthodox Street.....	Plant of Charles Lennig & Company, Richmond and Kennedy Streets, but not including cars received from or delivered to, the Reading Company (See Rule 3).....	3396	Car	...
One siding, yard track or industry north of Allegheny Avenue.....	Another siding, yard track or industry north of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company (See Rule 3).....	169	2000 Pounds	See Rule 2
Plant of the Philadelphia Gas Works Company known as Station B.....	Plant of the Philadelphia Coke Company, Orthodox Street (See Rule 3).....	3081	Car	...
One Point within the confines of the plant of the Philadelphia Gas Works Company known as Station B.....	Another point within the confines of the plant of the Philadelphia Gas Works Company known as Station B.....	3081	Car	...
SOUTHERN SECTION				
One siding, yard track or industry south of Callowhill Street.....	Another siding, yard or industry south of Callowhill Street, but not including cars received from, or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company....	169	2000 Pounds	See Rule 2

Ⓜ Issued to meet motor truck competition. Ⓦ Issued to meet water competition.

APPLICATION OF RATES

Rule 1. The local commodity rates in this tariff do not apply to any part of an interstate shipment, nor to shipments which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing the Philadelphia Belt Line Railroad Company.

MINIMUM CARLOAD WEIGHTS

Rule 2. (Only rates making reference to this rule are governed hereby). The minimum carload weight on shipments of Coke (the direct product of Coal) will be:

IN OPEN CARS.....50,000 pounds
Except that when cars are loaded to their full visible or cubical capacity, actual weight will apply.
IN BOX OR STOCK CARS.....40,000 pounds

APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS

Rule 3. (Only rates making reference to this rule are governed hereby). From and point of origin not named in this tariff, but which is intermediate from points of origin which are named, the rate from such intermediate point will be the same as the rate from the next more distant point from which a rate is named.

To any point of destination not named in this tariff, but which is intermediate to points of destination which are named, the rate to such intermediate point will be the same as the rate to the next more distant point to which a rate is named.

Provision for Refund:
In the event any increases resulting from the application of this tariff exceed the increases subsequently approved or prescribed by the Interstate Commerce Commission, the carriers will refund the difference between the increases resulting from the application of this tariff and any increases which may subsequently be approved or prescribed by the Interstate Commerce Commission.
In the event an increase resulting from the application of this tariff is disapproved by the Commission and no increase is authorized, the carriers will refund the full amount of the increase collected.

ISSUED DECEMBER 23, 1957 EFFECTIVE FEBRUARY 1, 1958

The publication is issued under authority of Interstate Commerce Commission No. 75100 of December 23, 1957.

Issued by:
M. G. PRESTON, Vice-President,
323 Bourse Building
Philadelphia 6, Pennsylvania

(100-G) Received.....1958

Not Confidential PBL_000851

No supplement to this Index will be issued.

I.C.C. No. 95
Pa. P.U.C. No. 91

FREIGHT TARIFF #106

Cancels Tariff Index I.C.C. No. 92
Pa. P.U.C. No. 88

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

TARIFF INDEX NO. 49
(Cancels Tariff Index No. 48)

LIST OF FREIGHT TARIFFS, ETC.

On File With

Interstate Commerce Commission

Pennsylvania Public Utility Commission

This Index contains list of Tariff Publications in effect

DECEMBER 28, 1956

SECTION 1

Containing lists of tariffs in which The Philadelphia Belt Line Railroad Company is initial carrier.

I.C.C. NO.	PA. P.U.C. NO.	ISSUED BY	DESCRIPTION
93	89	The Philadelphia Belt Line Railroad Company	Local Switching-Coke Charges within the City of Philadelphia.
94	90	The Philadelphia Belt Line Railroad Company	Local Switching Charges within the City of Philadelphia.

I.C.C. NO.	PA. P.U.C. NO.	ISSUED BY	DESCRIPTION
4677	413	H.R. Hinsch	Car Demurrage Rules and Charges Storage Rules and Charges
95	91	The Philadelphia Belt Line Railroad Company	Tariff Index No. 48 List of Freight Tariffs

SECTION 2

(There are no tariffs issued by Foreign Roads in which The Philadelphia Belt Line Railroad Company is shown as a delivering carrier).

SECTION 3

Containing numerical list of The Philadelphia Belt Line Railroad Company Tariffs bearing I.C.C. and Pa. P.U.C. Numbers.

I.C.C. Nos.	Pa. P.U.C. Nos.
93	89
94	90
95	91

ISSUED DECEMBER 21, 1956

M.G. PRESTON, Vice-President,

323 Bourse Bldg.
Philadelphia 6, Pa.

Received.....1956

Not Confidential

Subject to Tariff of Increased Rates and Charges No. X-206, Agent C.W. Boin's I.C.C. No. A-1122, Pa. P.U.C. No. A-217, supplements thereto or successive issues thereof.

No supplement to this tariff will be issued except for the purpose of cancelling the tariff unless otherwise specifically authorized by the Commission.

I.C.C. No. 94
Cancels I.C.C. No. 91

Pa. P.U.C. No. 90
Cancels Pa. P.U.C. No. 87

FREIGHT TARIFF #105

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL SWITCHING CHARGES
WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

NORTHERN SECTION

North of Alleghent Avenue, but not including cars received from, or delivered to, the Reading Company:

From one siding, yard track or industry to another siding, yard track or industry - For each loaded car including the return of the empty car..... ① $26.15

INTERNAL SWITCHING PERFORMED BY CARRIERS ENGINES:

Cars loaded at one location within a mill or works, moved to another location within confines of same mill or works, and there unloaded, per car..... $ 7.56

SOUTHERN SECTION

South of Callowhill Street, but not including cars received from, or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company:

From one siding, yard track or industry to another siding, yard track or industry - For each loaded car, including the return of the empty car..... ① $28.77

APPLICATION OF RATES

The rates shown above are for local switching charges only, and do not apply to any part of an interstate shipment, nor to cars which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing the Philadelphia Belt Line Railroad Company.

① - Not applicable on Coke (the Product of Coal); for rate on this commodity refer to I.C.C. No. 93, Pa. P.U.C. No. 89.

ISSUED DECEMBER 21, 1956.

EFFECTIVE DECEMBER 28, 1956.

Issued on five days' notice under authority of order dated December 17, 1956 of the Interstate Commerce Commission in Ex Parte 206.

Issued by

M.G. PRESTON, Vice-President

323 Bourse Bldg.
Philadelphia 6, Pa.

Received.....1956

Not Confidential

PBL_000853

Subject to Tariff of Increased Rates and Charges No. X-206, Agent. C.W. Boin's I.C.C. No. A-1122, Pa. P.U.C. No. A-217, supplements thereto or successive issues thereof.

No supplement to this tariff will be issued except for the purpose of cancelling the tariff unless otherwise specifically authorized by the Commission.

I.C.C. NO. 93
Cancels I.C.C. NO. 90
Pa. P.U.C. NO. 89
Cancels Pa. P.U.C. NO. 86

FREIGHT TARIFF #104

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL COMMODITY TARIFF
Naming Rates On

COKE
(The direct product of Coal)

MOVING WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

FROM	TO	Rates in Cents	Per	Minimum Weight Per Car
NORTHERN SECTION				
Plant of the Philadelphia Coke Company, Orthodox Street.....	Allegheny Avenue (See Rule 3).....	(M)(W) 2703	Car	...
Plant of the Philadelphia Coke Company, Orthodox Street.....	Plant of Charles Lennig & Company, Richmond and Kennedy Streets, but not including cars received from or delivered to, the Reading Company (See Rule 3).....	3174	Car	...
One siding, yard track or industry north of Allegheny Avenue.....	Another siding, yard track or industry north of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company (See Rule 3).....	148	2000 Pounds	See Rule 2
Plant of the Philadelphia Gas Works Company known as Station B.....	Plant of the Philadelphia Coke Company, Orthodox Street (See Rule 3).....	2703	Car	...
One Point within the confines of the plant of the Philadelphia Gas Works Company known as Station B.....	Another point within the confines of the plant of the Philadelphia Gas Works Company known as Station B.....	2703	Car	...
SOUTHERN SECTION				
One siding, yard track or industry south of Callowhill Street.....	Another siding, yard or industry south of Callowhill Street, but not including cars received from, or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company....	148	2000 Pounds	See Rule 2

(M) Issued to meet motor truck competition. (W) Issued to meet water competition.

APPLICATION OF RATES

Rule 1. The local commodity rates in this tariff do not apply to any part of an interstate shipment, nor to shipments which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing the Philadelphia Belt Line Railroad Company.

MINIMUM CARLOAD WEIGHTS

Rule 2. (Only rates making reference to this rule are governed hereby). The minimum carload weight on shipments of Coke (the direct product of Coal) will be:

IN OPEN CARS.....50,000 pounds
Except that when cars are loaded to their full visible or cubical capacity, actual weight will apply.
IN BOX OR STOCK CARS.....40,000 pounds

APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS

Rule 3. (Only rates making reference to this rule are governed hereby). From any point of origin not named in this tariff, but which is intermediate from points of origin which are named, the rate from such intermediate point will be the same as the rate from the next more distant point from which a rate is named.

To any point of destination not named in this tariff, but which is intermediate to points of destination which are named, the rate to such intermediate point will be the same as the rate to the next more distant point to which a rate is named.

ISSUED DECEMBER 21, 1956 EFFECTIVE DECEMBER 28, 1956

Issued on five days' notice under authority of order dated December 17, 1956 of the Interstate Commerce Commission in Ex Parte 206.

Issued by:
M. G. PRESTON, Vice-President,
323 Bourse Building
Philadelphia 6, Pennsylvania

(100-G) Received.....1956

Not Confidential PBL_000854

No supplement to this Index will be issued.

I.C.C. No. 92
Pa. P.U.C. No. 88

FREIGHT TARIFF #103

Cancels Tariff Index I.C.C. No. 89
Pa. P.U.C. No. 85

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

TARIFF INDEX NO. 48
(Cancels Tariff Index No. 47)

LIST OF FREIGHT TARIFFS, ETC.

On File With

Interstate Commerce Commission

Pennsylvania Public Utility Commission

This Index contains list of Tariff Publications in effect

FEBRUARY 17, 1956

SECTION 1

Containing lists of tariffs in which The Philadelphia Belt Line Railroad Company is initial carrier.

I.C.C. NO.	PA. P.U.C. NO.	ISSUED BY	DESCRIPTION
90	86	The Philadelphia Belt Line Railroad Company	Local Switching-Coke Charges within the City of Philadelphia.
91	87	The Philadelphia Belt Line Railroad Company	Local Switching Charges within the City of Philadelphia.

I.C.C. NO.	PA. P.U.C. NO.	ISSUED BY	DESCRIPTION
4677	413	H.R. Hinsch	Car Demurrage Rules and Charges Storage Rules and Charges
92	88	The Philadelphia Belt Line Railroad Company	Tariff Index No. 48 List of Freight Tariffs

SECTION 2

(There are no tariffs issued by Foreign Roads in which The Philadelphia Belt Line Railroad Company is shown as a delivering carrier).

SECTION 3

Containing numerical list of The Philadelphia Belt Line Railroad Company Tariffs bearing I.C.C. and Pa. P.U.C. Numbers.

I.C.C. Nos.	Pa. P.U.C. Nos.
90	86
91	87
92	88

ISSUED FEBRUARY 17, 1956

M.G. PRESTON, Vice-President,
323 Bourse Bldg.
Philadelphia 6, Pa.

Received.....1956

Not Confidential

PBL_000855

Subject to Tariff of Increased Rates and Charges No. X-196, Agent C.W. Boin's I.C.C. No. A-1084, Pa. P.U.C. No. A-201, supplements thereto or successive issues thereof.

No supplement to this tariff will be issued except for the purpose of cancelling the tariff unless otherwise specifically authorized by the Commission.

I.C.C. No. 91
Cancels I.C.C. No. 88

Pa. P.U.C. No. 87
Cancels Pa. P.U.C. No. 84

FREIGHT TARIFF #101

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL SWITCHING CHARGES
WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

NORTHERN SECTION

North of Alleghent Avenue, but not including cars received from, or delivered to, the Reading Company:

From one siding, yard track or industry to another siding, yard track or industry - For each loaded car including the return of the empty car..... ① $24.67

INTERNAL SWITCHING PERFORMED BY CARRIERS ENGINES:

Cars loaded at one location within a mill or works, moved to another location within confines of same mill or works, and there unloaded, per car..... $ 7.13

SOUTHERN SECTION

South of Callowhill Street, but not including cars received from, or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company:

From one siding, yard track or industry to another siding, yard track or industry - For each loaded car, including the return of the empty car..... ① $27.14

APPLICATION OF RATES

The rates shown above are for local switching charges only, and do not apply to any part of an interstate shipment, nor to cars which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing the Philadelphia Belt Line Railroad Company.

① - Not applicable on Coke (the Product of Coal); for rate on this commodity refer to I.C.C. No. 90, Pa. P.U.C. No. 86.

ISSUED JANUARY 16, 1956.

EFFECTIVE FEBRUARY 17, 1956.

Issued by

M.G. PRESTON, Vice-President

323 Bourse Bldg.
Philadelphia 6, Pa.

(100)

Received.....1956

Not Confidential

Subject to Tariff of Increased Rates and Charges No. X-196, Agent C.W. Boin's I.C.C. No. A-1084, Pa. P.U.C. No. A-201, supplements thereto or successive issues thereof.

No supplement to this tariff will be issued except for the purpose of cancelling the tariff unless otherwise specifically authorized by the Commission.

I.C.C. NO. 90
Cancels I.C.C. No. 87
Pa. P.U.C. No. 86
Cancels Pa. P.U.C. No. 83

FREIGHT TARIFF #102

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL COMMODITY TARIFF

Naming Rates On

COKE
(The direct product of Coal)

MOVING WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

FROM	TO	Rates in Cents	Per	Minimum Weight Per Car
NORTHERN SECTION				
Plant of the Philadelphia Coke Company, Orthodox Street.....	Allegheny Avenue (See Rule 3).....	Ⓜ Ⓦ 2550	Car	...
Plant of the Philadelphia Coke Company, Orthodox Street.....	Plant of Charles Lennig & Company, Richmond and Kennedy Streets, but not including cars received from or delivered to, the Reading Company (See Rule 3).....	2994	Car	...
One siding, yard track or industry north of Allegheny Avenue.....	Another siding, yard track or industry north of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company (See Rule 3).....	140	2000 Pounds	See Rule 2
Plant of the Philadelphia Gas Works Company known as Station B.....	Plant of the Philadelphia Coke Company, Orthodox Street (See Rule 3).....	2550	Car	...
One Point within the confines of the plant of the Philadelphia Gas Works Company known as Station B.....	Another point within the confines of the plant of the Philadelphia Gas Works Company known as Station B.....	2550	Car	...
SOUTHERN SECTION				
One siding, yard track or industry south of Callowhill Street.....	Another siding, yard or industry south of Callowhill Street, but not including cars received from, or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company....	140	2000 Pounds	See Rule 2

Ⓜ Issued to meet motor truck competition. Ⓦ Issued to meet water competition.

APPLICATION OF RATES

Rule 1. The local commodity rates in this tariff do not apply to any part of an interstate shipment, nor to shipments which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing the Philadelphia Belt Line Railroad Company.

MINIMUM CARLOAD WEIGHTS

Rule 2. (Only rates making reference to this rule are governed hereby). The minimum carload weight on shipments of Coke (the direct product of Coal) will be:

IN OPEN CARS.....50,000 pounds
Except that when cars are loaded to their full visible or cubical capacity, actual weight will apply.
IN BOX OR STOCK CARS.....40,000 pounds

APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS

Rule 3. (Only rates making reference to this rule are governed hereby). From any point of origin not named in this tariff, but which is intermediate from points of origin which are named, the rate from such intermediate point will be the same as the rate from the next more distant point from which a rate is named.

To any point of destination not named in this tariff, but which is intermediate to points of destination which are named, the rate to such intermediate point will be the same as the rate to the next more distant point to which a rate is named.

ISSUED JANUARY 16, 1956. EFFECTIVE FEBRUARY 17, 1956

Issued by:
M. G. PRESTON, Vice-President
323 Bourse Building
Philadelphia 6, Pennsylvania

(100-G) Received.....1956

Not Confidential PBL_000857

No supplement to this Index will be issued.

I.C.C. No. 89
Pa. P.U.C. No. 85

Cancels Tariff Index I.C.C. No. 86
Pa. P.U.C. No. 82

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

TARIFF INDEX NO. 47
(Cancels Tariff Index No. 46)

LIST OF FREIGHT TARIFFS, ETC.

On File With
Interstate Commerce Commission
Pennsylvania Public Utility Commission

This Index contains list of Tariff Publications in effect
OCTOBER 15, 1952

SECTION 1

Containing lists of tariffs in which The Philadelphia Belt Line Railroad Company is initial carrier

I.C.C. NO.	PA. P.U.C. NO.	ISSUED BY	DESCRIPTION
87	83	The Philadelphia Belt Line Railroad Company	Local Switching-Coke Charges within the City of Philadelphia.
88	84	The Philadelphia Belt Line Railroad Company	Local Switching Charges within the City of Philadelphia.

I.C.C. NO.	PA. P.U.C. NO.	ISSUED BY	DESCRIPTION
4442	368	L. C. Schuldt	Car Demurrage Rules and Charges Storage Rules and Charges
89	85	The Philadelphia Belt Line Railroad Company	Tariff Index No. 47 List of Freight Tariffs

SECTION NO. 2

(There are no tariffs issued by Foreign Roads in which the Philadelphia Belt Line Railroad Company is shown as a delivering carrier).

SECTION NO. 3

Containing numerical list of The Philadelphia Belt Line Railroad Company Tariffs bearing I.C.C. and Pa. P.U.C. Numbers

I.C.C. Nos.	Pa. P.U.C. Nos.
87	83
88	84
89	85

ISSUED OCTOBER 15, 1952.

M. G. PRESTON, General Manager,
323 Bourse Bldg.
Philadelphia 6, Pa.

(100)

Received...1952.

Not Confidential

PBL_000858

PaPUC 124
Cancels
Pa. P.U.C. No. 121

ICC 128
Cancels
I.C.C. No. 125

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL FREIGHT COMMODITY TARIFF 140

Cancels
Freight Tariff 136

Naming Rates On

COKE

(The Direct Product of Coal)

MOVING WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

FROM	TO	♦Rates in Dollars and Cents	Per	Minimum Weight Per Car
NORTHERN SECTION				
Plant of the Philadelphia Coke Company, Orthodox Street.....	Allegheny Avenue (See Rule 3).....	$101.94	Car	...
Plant of the Philadelphia Coke Company, Orthodox Street.....	Plant of Charles Lenning & Company, Richmond and Kennedy Streets, but not including cars received from, or delivered to, ▲Consolidated Rail Corporation (See Rule 3).....	$112.32	Car	...
One siding, yard track or industry north of Allegheny Avenue.....	Another siding, yard track or industry north of Allegheny Avenue, but not including cars received from, or delivered to, ▲Consolidated Rail Corporation (See Rule 3).....	$4.48	2000 Pounds	See Rule 2
Plant of the Philadelphia Gas Works Company known as Station B.....	Plant of the Philadelphia Coke Company, Orthodox Street (See Rule 3).....	$101.94	Car	...
One Point within the confines of the plant of the Philadelphia Gas Works Company known as Station B.....	Another point within the confines of the plant of the Philadelphia Gas Works Company known as station B.....	$101.94	Car	....
SOUTHERN SECTION				
One siding, yard track or industry south of Callowhill Street.....	Another siding, yard or industry south of Callowhill Street, but not including cars received from, or delivered to, ▲Consolidated Rail Corporation, or the Baltimore & Ohio Railroad Company.....	$4.48	2000 Pounds	See Rule 2

APPLICATION OF RATES

Rule 1. The local commodity rates in this tariff do not apply to any part of an interstate shipment, nor to shipments which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing The Philadelphia Belt Line Railroad Company.

MINIMUM CARLOAD WEIGHTS

Rule 2. (Only rates making reference to this rule are governed hereby). The minimum carload weight on shipments of Coke (the direct product of Coal) will be:

IN OPEN CARS.....50,000 pounds
Except that when cars are loaded to their full visible or cubical capacity, actual weight will apply.
IN BOX OR STOCK CARS.....40,000 pounds

APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS

Rule 3. (Only rates making reference to this rule are governed hereby). From any point of origin not named in this tariff, but which is intermediate from points of origin which are named, the rate from such intermediate point will be the same as the rate from the next more distant point from which a rate is named.

To any point of destination not named in this tariff, but which is intermediate to points of destination which are named, the rate to such intermediate point will be the same as the rate to the next more distant point to which a rate is named.

ISSUED JULY 1, 1977

EFFECTIVE AUGUST 1, 1977

▲ - Change in wording resulting in neither increases nor reductions in charges.
♦ - Increase.

▲Issued By

GEORGE J. TREISBACH, Exec. Vice President
323 Bourse Bldg.
PHILADELPHIA, PA. 19106

Received.....1977

THE PROVISIONS PUBLISHED HEREIN WILL, IF EFFECTIVE, NOT RESULT IN AN EFFECT ON THE QUALITY OF THE HUMAN ENVIRONMENT.

Not Confidential PBL_000819

No Supplement to this Index will be issued.

PaPUC 125
Cancels
Pa.P.U.C. No. 122

ICC 129
Cancels
I.C.C. No. 126

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

TARIFF INDEX 60

Cancels
Tariff Index No. 59

LIST OF FREIGHT TARIFFS, ETC.

On File With

Interstate Commerce Commission

Pennsylvania Public Utility Commission

This Index contains list of Tariff Publications in effect

EFFECTIVE AUGUST 1, 1977

SECTION 1

Containing lists of tariffs in which The Philadelphia Belt Line Railroad Company is Initial Carrier.

ICC	PaPUC	ISSUED BY	DESCRIPTION
128	124	The Philadelphia Belt Line Railroad Company	Local Switching-Coke Charges within the City of Philadelphia
130	126	The Philadelphia Belt Line Railroad Company	Local Switching Charges within the City of Philadelphia

ICC	PaPUC	ISSUED BY	DESCRIPTION
H-59	H-59	▲G.S. Trzaska	Car Demurrage Rules and Charges Storage Rule and Charges
129	125	The Philadelphia Belt Line Railroad Company	Tariff Index 60 List of Freight Tariffs.

SECTION 2

(There are no tariffs issued by Foreign Roads in which The Philadelphia Belt Line Railroad Company is shown as a delivering carrier).

SECTION 3

Containing numerical list of The Philadelphia Belt Line Railroad Company Tariffs bearing ICC and PaPUC Numbers.

ICC	PaPUC
128	124
129	125
130	126

ISSUED AUGUST 1, 1977

▲ - Change in wording which results in neither increases nor reductions.

▲ISSUED BY

GEORGE J. TREISBACH, Exec. Vice President
323 Bourse Bldg.
PHILADELPHIA, PA. 19106

Received.....1977

THE PROVISIONS PUBLISHED HEREIN WILL, IF EFFECTIVE, NOT RESULT IN AN EFFECT ON THE QUALITY OF THE HUMAN ENVIRONMENT.

Not Confidential PBL_000820

PaPUC 126
Cancels
Pa. P.U.C. No. 123

ICC 130
Cancels
I.C.C. No. 127

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

FREIGHT TARIFF 141

Cancels
Freight Tariff 138

NAMING

LOCAL SWITCHING RATES

WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

NORTHERN SECTION

North of Allegheny Avenue, but not including cars received from, or delivered to, ▲Consolidated Rail Corporation;

From one siding, yard track or industry to another siding, yard track or industry - For each loaded car including the return of the empty car..... ♦ ① $92.49

INTERNAL SWITCHING PERFORMED BY CARRIERS ENGINES:

Cars loaded at one location within a mill or works, moved to another location within confines of same mill or works, and there unloaded, per car..... ♦$31.83

SOUTHERN SECTION

South of Callowhill Street, but not including cars received from or delivered to, ▲Consolidated Rail Corporation, or the Baltimore & Ohio Railroad Company:

From one siding, yard track or industry to another siding, yard track or industry - For each loaded car, including the return of the empty car..... ♦ ① $95.99

Rates or charges published herein for application on intra-plant, intra-terminal or inter-terminal switching service apply to shipments which are both loaded and unloaded within the same switching district, only when loaded in or on ordinary equipment. Ordinary equipment means:

1. Box cars not exceeding 52 feet in length, inside measurement, but not including box cars of any length which are cushioned underframe, insulated or equipped with any type of loading devices or "XF" cars
2. Flat cars not exceeding 54 feet in length and having marked capacity not greater than 180,000 pounds; but not including flat cars of any length equipped with racks, frames, bulkheads, tie down devices, hoods or other appurtenances extending above the deck of the car, nor on special type flat cars with mechanical designation "FD", "FG", "FW", "FM", as listed under the heading of Heavy Capacity and Special Type Flat Cars in the Official Railway Equipment Register.
3. Gondola Cars having marked capacity not greater than 180,000 pounds; but not including gondola cars of any length equipped with covers, hoods, containers or cradle floors.
4. Open top hopper cars not exceeding 60 feet in length, inside measurement, or having marked capacity not exceeding 180,000 lbs.
5. Cars other than described as ordinary equipment in Paragraph 1 to 4, owned or leased by shipper or consignee.

When shipments that are both loaded and unloaded within the same switching district are loaded in cars that are other than ordinary equipment the rate or charge to apply will be the rate or charge published herein for application to shipments loaded in ordinary equipment as described in 1 - 5 above, plus $61.46 per car. The provisions of this paragraph will not apply to shipments of Coal, Coke (the direct product of Coal) or Iron Ore.

APPLICATION OF RATES

The rates shown above are for local switching charges only, and do not apply to any part of an interstate shipment, nor to cars which have been received from or are to be delivered to any railroad Company which has not complied with the rules and regulations governing The Philadelphia Belt Line Railroad Company.

① - Not applicable on Coke (the Product of Coal); for rate on this commodity refer to ICC 128, PaPUC 124.

ISSUED JULY 1, 1977

EFFECTIVE AUGUST 1, 1977

▲ - Change in wording which results in neither increases nor reductions.in charges.
♦ - Increase.

▲Issued By

GEORGE J. TREISBACH, Exec. Vice President
323 Bourse Bldg.
PHILADELPHIA, PA. 19106

THE PROVISIONS PUBLISHED HEREIN WILL, IF EFFECTIVE, NOT RESULT IN AN EFFECT ON THE QUALITY OF THE HUMAN ENVIRONMENT.

Not Confidential PBL_000821

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

Subject to the provisions of Tariffs of Increased Rates and Charges X-295, and X-299, TEA-ER I.C.C. C-975 and C-984.

I.C.C. NO. 125
Cancels I.C.C. NO. 122
Pa. P.U.C. NO. 121
Cancels Pa. P.U.C. NO. 118

FREIGHT TARIFF 136
Cancels Freight Tariff 133

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL COMMODITY TARIFF

Naming Rates On

COKE
(The direct product of Coal)

MOVING WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

FROM	TO	Rates in Cents	Per	Minimum Weight Per Car
NORTHERN SECTION				
Plant of the Philadelphia Coke Company, Orthodox Street.....	Allegheny Avenue (See Rule 3).....	6473	Car	...
Plant of the Philadelphia Coke Company, Orthodox Street.....	Plant of Charles Lenning & Company, Richmond and Kennedy Streets, but not including cars received from, or delivered to, the Reading Company (See Rule 3).....	7132	Car	...
One siding, yard track or industry north of Allegheny Avenue.....	Another siding, yard track or industry north of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company (See Rule 3).....	285	2000 Pounds	See Rule 2
Plant of the Philadelphia Gas Works Company known as Station B	Plant of the Philadelphia Coke Company, Orthodox Street (See Rule 3).....	6473	Car	...
One Point within the confines of the plant of the Philadelphia Gas Works Company known as Station B.....	Another point within the confines of the plant of the Philadelphia Gas Works Company known as station B.....	6473	Car	...
SOUTHERN SECTION				
One siding, yard track or industry south of Callowhill Street.....	Another siding, yard or industry south of Callowhill Street, but not including cars received from, or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company.....	285	2000 Pounds	See Rule 2

APPLICATION OF RATES

Rule 1. The local commodity rates in this tariff do not apply to any part of an interstate shipment, nor to shipments which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing The Philadelphia Belt Line Railroad Company.

MINIMUM CARLOAD WEIGHTS

Rule 2. (Only rates making reference to this rule are governed hereby). The minimum carload weight on shipments of Coke (the direct product to Coal) will be:

IN OPEN CARS.....50,000 pounds
Except that when cars are loaded to their full visible or cubical capacity, actual weight will apply.
IN BOX OR STOCK CARS.....40,000 pounds

APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS

Rule 3. (Only rates making reference to this rule are governed hereby). From any point of origin not named in this tariff, but which is intermediate from points of origin which are named, the rate from such intermediate point will be the same as the rate from the next more distant point from which a rate is named.

To any point of destination not named in this tariff, but which is intermediate to points of destination which are named, the rate to such intermediate point will be the same as the rate to the next more distant point to which a rate is named.

ISSUED OCTOBER 11, 1973 EFFECTIVE OCTOBER 26, 1973

Issued on 15 days' notice under authority of the Order of the Interstate Commerce Commission in Ex Parte 299, Public Law 93-69

Issued By

ALLEN LESLEY, Exec. Vice President
323 Bourse Bldg.
Philadelphia, Pa. 19106

Received.....1973

Not Confidential PBL_000822

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

No supplement to this Index will be issued

I.C.C. No. 126
Cancels I.C.C. No. 123
Pa. P.U.C. No. 122
Cancels Pa. P.U.C. No. 119

FREIGHT TARIFF 137
Cancels Freight Tariff 134

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

TARIFF INDEX NO. 59
(Cancels Tariff Index No. 58

LIST OF FREIGHT TARIFFS, ETC.

On File With

Interstate Commerce Commission

Pennsylvania Public Utility Commission

This Index contains list of Tariff Publications in effect

EFFECTIVE NOVEMBER 11, 1973

SECTION 1

Containing lists of tariffs in which The Philadelphia Belt Line Railroad Company is Initial Carrier.

I.C.C. No.	PA. P.U.C. No.	ISSUED BY	DESCRIPTION
125	121	The Philadelphia Belt Line Railroad Company	Local Switching-Coke Charges within the City of Philadelphia
127	123	The Philadelphia Belt Line Railroad Company	Local Switching Charges within the City of Philadelphia

I.C.C. No.	PA. P.U.C. No.	ISSUED BY	DESCRIPTION
H-59	H-59	B.B. Maurer	Car Demurrage Rules and Charges Storage Rule and Charges
126	122	The Philadelphia Belt Line Railroad Company	Tariff Index No. 59 List of Freight Tariffs.

SECTION 2

(There are no tariffs issued by Foreign Roads in which The Philadelphia Belt Line Railroad Company is shown as a delivering carrier).

SECTION 3

Containing numerical list of The Philadelphia Belt Line Railroad Company Tariffs bearing I.C.C. and Pa. P.U.C. Numbers.

I.C.C. Nos.	Pa. P.U.C. Nos.
125	121
126	122
127	123

ISSUED OCTOBER 11, 1973

ISSUED BY

ALLEN LESLEY, Exec. Vice President
323 Bourse Bldg.
Philadelphia, Pa. 19106

Received.....1973

Not Confidential PBL_000823

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

Subject to the provisions of Tariffs of Increased Rates and Charges X-295 and X-299, TEA-ER I.C.C. C-975 and C-984.

I.C.C. No. 127
Cancels I.C.C. No. 124

Pa. P.U.C. No. 123
Cancels Pa. P.U.C. No. 120

FREIGHT TARIFF 138
Cancels Freight Tariff 135

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL SWITCHING CHARGES
WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

NORTHERN SECTION

North of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company;

From one siding, yard track or industry to another siding, yard track or industry -
For each loaded car including the return or the empty car..... ① $58.72

INTERNAL SWITCHING PERFORMED BY CARRIERS ENGINES:

Cars loaded at one location within a mill or works, moved to another location within confines of same mill or works, and there unloaded, per car..... $20.21

SOUTHERN SECTION

South of Callowhill Street, but not including cars received from or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company:

From one siding, yard track or industry to another siding, yard track or industry -
For each loaded car, including the return of the empty car..... ① $63.38

Rates or charges published herein for application on intra-plant, intra-terminal or inter-terminal switching service apply to shipments which are both loaded and unloaded within the same switching district, only when loaded in or on ordinary equipment. Ordinary equipment means:

1. Box cars not exceeding 52 feet in length, inside measurement, but not including box cars of any length which are cushioned underframe, insulated or equipped with any type of loading devices.
2. Flat cars not exceeding 54 feet in length and having marked capacity not greater than 180,000 pounds; but not including flat cars of any length equipped with racks, frames, bulkheads, tie down devices, hoods or other appurtenances extending above the deck of the car, nor on special type flat cars with mechanical designations "FD", "FG", "FW", "FM", as listed under the heading of Heavy Capacity and Special Type Flat Cars in the Official Railway Equipment Register.
3. Gondola Cars having marked capacity not greater than 180,000 pounds; but not including gondola cars of any length equipped with covers, hoods, containers or cradle floors.
4. Open top hopper cars not exceeding 60 feet in length, inside measurement, or having marked capacity not exceeding 180,000 lbs.
5. Cars other than described as ordinary equipment in Paragraph 1 to 4, owned or leased by shipper or consignee.

When shipments that are both loaded and unloaded within the same switching district are loaded in cars that are other than ordinary equipment the rate or charge to apply will be the rate or charge published herein for application to shipments loaded in ordinary equipment as described in 1 - 5 above, plus $33.94 per car. The provisions of this paragraph will not apply to shipments of Coal, Coke (the direct product of Coal) or or Iron Ore.

APPLICATION OF RATES

The rates shown above are for local switching charges only, and do not apply to any part of an interstate shipment, nor to cars which have been received from or are to be delivered to any railroad Company which has not complied with the rules and regulations governing The Philadelphia Belt Line Railroad Company.

① - Not applicable on Coke (the Product of Coal); for rate on this commodity refer to I.C.C. No. 125, Pa. P.U.C. No. 121.

ISSUED OCTOBER 11, 1973

EFFECTIVE OCTOBER 26, 1973

Issued on 15 days' notice under authority of the Order of the Interstate Commerce Commission in Ex Parte 299, Public Law 93-69.

Issued By

ALLEN LESLEY, Exec. Vice President
323 Bourse Bldg.
Philadelphia, Pa. 19106

Received.....1973

Not Confidential

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

I.C.C. NO. 122
Cancels I.C.C. NO. 119
Pa. P.U.C. NO. 118
Cancels Pa. P.U.C. NO. 115

FREIGHT TARIFF 133
Cancels Freight Tariff 130

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL COMMODITY TARIFF
Naming Rates On
COKE
(The direct product of Coal)
MOVING WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

FROM	TO	♦Rates in Cents	Per	Minimum Weight Per Car
NORTHERN SECTION				
Plant of the Philadelphia Coke Company, Orthodox Street.....	Allegheny Avenue (See Rule 3).....	6473	Car	...
Plant of the Philadelphia Coke Company, Orthodox Street.....	Plant of Charles Lenning & Company, Richmond and Kennedy Streets, but not including cars received from,or delivered to, the Reading Company (See Rule 3).....	7132	Car	...
One siding, yard track or industry north of Allegheny Avenue.....	Another siding, yard track or industry north of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company (See Rule 3).....	285	2000 Pounds	See Rule 2
Plant of the Philadelphia Gas Works Company known as Station B.....	Plant of the Philadelphia Coke Company, Orthodox Street (See Rule 3).....	6473	Car	...
One Point within the confines of the plant of the Philadelphia Gas Works Company known as Station B.....	Another point within the confines of the plant of the Philadelphia Gas Works Company known as Station B.....	6473	Car	...
SOUTHERN SECTION				
One siding, yard track or industry south of Callowhill Street.....	Another siding, yard or industry south of Callowhill Street, but not including cars received from, or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company.....	285	2000 Pounds	See Rule 2

♦ - Increase

APPLICATION OF RATES

Rule 1. The local commodity rates in this tariff do not apply to any part of an interstate shipment, nor to shipments which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing The Philadelphia Belt Line Railroad Company.

MINIMUM CARLOAD WEIGHTS

Rule 2. (Only rates making reference to this rule are governed hereby). The minimum carload weight on shipments of Coke (the direct product of Coal) will be:

IN OPEN CARS.....50,000 pounds
Except that when cars are loaded to their full visible or cubical capacity, actual weight will apply.
IN BOX OR STOCK CARS.....40,000 pounds

APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS

Rule 3. (Only rates making reference to this rule are governed hereby). From any point of origin not named in this tariff, but which is intermediate from points of origin which are named, the rate from such intermediate point will be the same as the rate from the next more distant point from which a rate is named.

To any point of destination not named in this tariff, but which is intermediate to points of destination which are named, the rate to such intermediate point will be the same as the rate to the next more distant point to which a rate is named.

ISSUED NOVEMBER 14, 1972

EFFECTIVE DECEMBER 15, 1972

Issued By

ALLEN LESLEY, Exec. Vice President
323 Bourse Bldg.
Philadelphia, Pa. 19106

Not Confidential PBL_000825

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

No supplement to this Index will be issued

I.C.C. No. 123
Cancels I.C.C. No. 120
Pa. P.U.C. No. 119
Cancels Pa. P.U.C. No. 116

FREIGHT TARIFF 134
Cancels Freight Tariff 131

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

TARIFF INDEX NO. 58
(Cancels Tariff Index No. 57)

LIST OF FREIGHT TARIFFS, ETC.

On File With

Interstate Commerce Commission

Pennsylvania Public Utility Commission

This Index contains list of Tariff Publications in effect

EFFECTIVE DECEMBER 15, 1972

SECTION 1

Containing lists of tariffs in which The Philadelphia Belt Line Railroad Company is Initial Carrier.

I.C.C. No.	PA. P.U.C. No.	ISSUED BY	DESCRIPTION
122	118	The Philadelphia Belt Line Railroad Company	Local Switching-Coke Charges within the City of Philadelphia
124	120	The Philadelphia Belt Line Railroad Company	Local Switching Charges within the City of Philadelphia

I.C.C. No.	PA. P.U.C. No.	ISSUED BY	DESCRIPTION
H-36	H-36	B.B. Maurer	Car Demurrage Rules and Charges
123	119	The Philadelphia Belt Line Railroad Company	Storage Rule and Charges Tariff Index No. 58 List of Freight Tariffs.

SECTION 2

(There are no tariffs issued by Foreign Roads in which The Philadelphia Belt Line Railroad Company is shown as a delivering carrier).

SECTION 3

Containing numerical list of The Philadelphia Belt Line Railroad Company Tariffs bearing I.C.C. and Pa. P.U.C. Numbers.

I.C.C. Nos.	Pa. P.U.C. Nos.
122	118
123	119
124	120

ISSUED NOVEMBER 14, 1972

ISSUED BY

ALLEN LESLEY, Exec. Vice President
323 Bourse Bldg.
Philadelphia, Pa. 19106

Received.....1972

Not Confidential

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

I.C.C. No. 124
Cancels I.C.C. No. 121

Pa. P.U.C. No. 120
Cancels Pa. P.U.C. No. 117

FREIGHT TARIFF 135
Cancels Freight Tariff 132

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL SWITCHING CHARGES
WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

NORTHERN SECTION

North of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company;

From one siding, yard track or industry to another siding, yard track or industry -

For each loaded car including the return of the empty car..... ♦ ① $58.72

INTERNAL SWITCHING PERFORMED BY CARRIERS ENGINES:

Cars loaded at one location within a mill or works, moved to another location within confines of same mill or works, and there unloaded, per car..... ♦ $20.21

SOUTHERN SECTION

South of Callowhill Street, but not including cars received from or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company:

From one siding, yard track or industry to another siding, yard track or industry -

For each loaded car, including the return of the empty car..... ♦ ① $63.38

Rates or charges published herein for application on intra-plant, intra-terminal or inter-terminal switching service apply to shipments which are both loaded and unloaded within the same switching district, only when loaded in or on ordinary equipment. Ordinary equipment means:

1. Box cars not exceeding 52 feet in length, inside measurement, but not including box cars of any length which are cushioned underframe, insulated or equipped with any type of loading devices.
2. Flat cars not exceeding 54 feet in length and having marked capacity not greater than 180,000 pounds; but not including flat cars of any length equipped with racks, frames, bulkheads, tie down devices, hoods or other appurtenances extending above the deck of the car, nor on special type flat cars with mechanical designations "FD", "FG", "FW", "FM", as listed under the heading of Heavy Capacity and Special Type Flat Cars in the Official Railway Equipment Register.
3. Gondola Cars having marked capacity not greater than 180,000 pounds; but not including gondola cars of any length equipped with covers, hoods, containers or cradle floors.
4. Open top hopper cars not exceeding 60 feet in length, inside measurement, or having marked capacity not exceeding 180,000 lbs.
5. Cars other than described as ordinary equipment in Paragraph 1 to 4, owned or leased by shipper or consignee.

When shipments that are both loaded and unloaded within the same switching district are loaded in cars that are other than ordinary equipment the rate or charge to apply will be the rate or charge published herein for application to shipments loaded in ordinary equipment as described in 1 - 5 above, plus ♦$33.94 per car. The provisions of this paragraph will not apply to shipments of Coal, Coke (the direct product of Coal) or Iron Ore.

APPLICATION OF RATES

The rates shown above are for local switching charges only, and do not apply to any part of an interstate shipment, nor to cars which have been received from or are to be delivered to any railroad Company which has not complied with the rules and regulations governing The Philadelphia Belt Line Railroad Company.

♦ - Increase.
① - Not applicable on Coke (the Product of Coal); for rate on this commodity refer to I.C.C. No. 122, Pa. P.U.C. No. 118.

ISSUED NOVEMBER 14, 1972

EFFECTIVE DECEMBER 15, 1972

Issued By

ALLEN LESLEY, Exec. Vice President
323 Bourse Bldg.
Philadelphia, Pa. 19106

(100)

Received.....1972

2930-B

Not Confidential

I.C.C. NO. 119
Cancels I.C.C. NO. 116
Pa. P.U.C. NO. 115
Cancels Pa. P.U.C. NO. 112

FREIGHT TARIFF 130
Cancels Freight Tariff 127

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL COMMODITY TARIFF
Naming Rates On
COKE
(The direct product of Coal)
MOVING WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

FROM	TO	♦Rates in Cents	Per	Minimum Weight Per Car
NORTHERN SECTION				
Plant of the Philadelphia Coke Company, Orthodox Street.....	Allegheny Avenue (See Rule 3).....	6224	Car	...
Plant of the Philadelphia Coke Company, Orthodox Street.....	Plant of Charles Lenning & Company, Richmond and Kennedy Streets, but not including cars received from or delivered to, the Reading Company (See Rule 3).....	6858	Car	...
One siding, yard track or industry north of Allegheny Avenue.....	Another siding, yard track or industry north of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company (See Rule 3).....	274	2000 Pounds	See Rule 2
Plant of the Philadelphia Gas Works Company known as Station B.....	Plant of the Philadelphia Coke Company, Orthodox Street (See Rule 3).....	6224	Car	...
One Point within the confines of the plant of the Philadelphia Gas Works Company known as Station B.....	Another point within the confines of the plant of the Philadelphia Gas Works Company known as Station B.....	6224	Car	...
SOUTHERN SECTION				
One siding, yard track or industry south of Callowhill Street.....	Another siding, yard or industry south of Callowhill Street, but not including cars received from, or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company.....	274	2000 Pounds	See Rule 2

♦ - Increase

APPLICATION OF RATES

Rule 1. The local commodity rates in this tariff do not apply to any part of an interstate shipment, nor to shipments which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing The Philadelphia Belt Line Railroad Company.

MINIMUM CARLOAD WEIGHTS

Rule 2. (Only rates making reference to this rule are governed hereby). The minimum carload weight on shipments of Coke (the direct product of Coal) will be:

IN OPEN CARS.....50,000 pounds
Except that when cars are loaded to their full visible or cubical capacity, actual weight will apply.
IN BOX OR STOCK CARS.....40,000 pounds

APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS

Rule 3. (Only rates making reference to this rule are governed hereby). From any point of origin not named in this tariff, but which is intermediate from points of origin which are named, the rate from such intermediate point will be the same as the rate from the next more distant point from which a rate is named.

To any point of destination not named in this tariff, but which is intermediate to points of destination which are named, the rate to such intermediate point will be the same as the rate to the next more distant point to which a rate is named.

ISSUED APRIL 8, 1971

EFFECTIVE MAY 12, 1971

Issued By

ALLEN LESLEY, Exec. Vice President
323 Bourse Bldg.
Philadelphia, Pa. 19106

Not Confidential PBL_000828

No supplement to this Index
will be issued

I.C.C. No. 120
Cancels I.C.C. No. 117
Pa. P.U.C. No. 116
Cancels Pa. P.U.C. No. 113

FREIGHT TARIFF 131
Cancels Freight Tariff 128

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

TARIFF INDEX NO. 57
(Cancels Tariff Index No. 56)

LIST OF FREIGHT TARIFFS, ETC.

On File With

Interstate Commerce Commission

Pennsylvania Public Utility Commission

This Index contains list of Tariff Publications in effect

EFFECTIVE MAY 12, 1971

SECTION 1

Containing lists of tariffs in which The Philadelphia Belt Line Railroad Company is Initial carrier.

I.C.C. No.	PA. P.U.C. No.	ISSUED BY	DESCRIPTION
119	115	The Philadelphia Belt Line Railroad Company	Local Switching-Coke Charges within the City of Philadelphia
118	114	The Philadelphia Belt Line Railroad Company	Local Switching Charges within the City of Philadelphia.

I.C.C. No.	PA. P.U.C. No.	ISSUED BY	DESCRIPTION
H-36	H-36	B.B. Maurer	Car Demurrage Rules and Charges
120	116	The Philadelphia Belt Line Railroad Company	Storage Rule and Charges Tariff Index No. 56 List of Freight Tariffs.

SECTION 2

(There are no tariffs issued by Foreign Roads in which The Philadelphia Belt Line Railroad Company is shown as a delivering carrier).

SECTION 3

Containing numerical list of The Philadelphia Belt Line Railroad Company Tariffs bearing I.C.C. and Pa. P.U.C. Numbers.

I.C.C. Nos.	Pa. P.U.C. Nos.
118	114
119	115
120	116

ISSUED APRIL 8, 1971

ISSUED BY

ALLEN LESLEY, Exec. Vice President
323 Bourse Bldg.
Philadelphia, Pa. 19106

Received.....1971

8063-B

Not Confidential

I.C.C. No. 121
(Issued in lieu of I.C.C. No. 118
rejected by the Commission)
Cancels I.C.C. No. 115

Pa. P.U.C. No. 117
(Issued in lieu of Pa. P.U.C. No. 114
rejected by the Commission)
Cancels Pa. P.U.C. No. 111

FREIGHT TARIFF 132
Cancels Freight Tariff 129

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL SWITCHING CHARGES
WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

NORTHERN SECTION

North of Allegheny Avenue, but not including cars received from,or delivered to, the Reading Company:

From one siding, yard track or industry to another siding, yard track or industry -
For each loaded car including the return of the empty car..... ♦ ① $55.40

INTERNAL SWITCHING PERFORMED BY CARRIERS ENGINES:

Cars loaded at one location within a mill or works, moved to another location within confines of same mill or works, and there unloaded, per car..... ♦ $19.07

SOUTHERN SECTION

South of Callowhill Street, but not including cars received from or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company:

From one siding, yard track or industry to another siding, yard track or industry -
For each loaded car, including the return of the empty car..... ♦ ① $59.79

Rates or charges published herein for application on intra-plant, intra-terminal or inter-terminal switching service apply to shipments which are both loaded and unloaded within the same switching district, only when loaded in or on ordinary equipment. Ordinary equipment means:

1. Box cars not exceeding 52 feet in length, inside measurement, but not including box cars of any length which are cushioned underframe, insulated or equipped with any type of loading devices.
2. Flat cars not exceeding 54 feet in length and having marked capacity not greater than 180,000 pounds; but not including flat cars of any length equipped with racks, frames, bulkheads, tie down devices, hoods or other appurtenances extending above the deck of the car, nor on special type flat cars with mechanical designations "FD", "FG", "FW", "FM", as listed under the heading of Heavy Capacity and Special Type Flat Cars' in the Official Railway Equipment Register.
3. Gondola cars having marked capacity not greater than 180,000 pounds; but not including gondola cars of any length equipped with covers, hoods, containers or cradle floors.
4. Open top hopper cars not exceeding 60 feet in length, inside measurement, or having marked Capacity not exceeding 180,000 lbs.
5. Cars other than described as ordinary equipment in Paragraph 1 to 4, owned or leased by shipper or consignee.

When shipments that are both loaded and unloaded within the same switching district are loaded in cars that are other than ordinary equipment the rate or charge to apply will be the rate or charge published herein for application to shipments loaded in ordinary equipment as described in 1 - 5 above, plus ♦$32.02 per car. The provisions of this paragraph will not apply to shipments of Coal, Coke (the direct product of Coal) or Iron Ore.

APPLICATION OF RATES

The rates shown above are for local switching charges only, and do not apply to any part of an interstate shipment, nor to cars which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing The Philadelphia Belt Line Railroad Company.

♦ - Increase.
① - Not applicable on Coke (the Product of Coal); for rate on this commodity refer to I.C.C. No. 119, Pa. P.U.C. No. 115.

ISSUED APRIL 16, 1971

EFFECTIVE MAY 20, 1971

Issued By

ALLEN LESLEY, Exec. Vice President
323 Bourse Bldg.
Philadelphia, Pa. 19106

Received.....1971

8138-B

Not Confidential

Rejected
See ICC #121

I.C.C. No. 118
Cancels I.C.C. No. 115

Pa. P.U.C. No. 114
Cancels Pa. P.U.C. No. 111

FREIGHT TARIFF 129
Cancels Freight Tariff 126

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL SWITCHING CHARGES
WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

NORTHERN SECTION

North of Allegheny Avenue, but not including cars received from,or delivered to, the Reading Company:

From one siding, yard track or industry to another siding, yard track or industry -
For each loaded car including the return of the empty car..... ♦ ① $55.40

INTERNAL SWITCHING PERFORMED BY CARRIERS ENGINES:

Cars loaded at one location within a mill or works, moved to another location within confines of same mill or works, and there unloaded, per car..... ♦ $19.07

SOUTHERN SECTION

South of Callowhill Street, but not including cars received from or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company:

From one siding, yard track or industry to another siding, yard track or industry -
For each loaded car, including the return of the empty car..... ♦ ① $59.79

Rates or charges published herein for application on intra-plant, intra-terminal or inter-terminal switching service apply to shipments which are both loaded and unloaded within the same switching district, only when loaded in or on ordinary equipment. Ordinary equipment means:

1. Box cars not exceeding 52 feet in length, inside measurement, but not including box cars of any length which are cushioned underframe, insulated or equipped with any type of loading devices.
2. Flat cars not exceeding 54 feet in length and having marked capacities, frames, bulkheads, tie pounds; but not including flat cars of any length equipped with racks, frames, bulkheads, tie down devices, hoods or other appurtenances extending above the deck of the car, nor on special type flat cars with mechanical designations "FD", "FG", "FW", "FM", as listed under the heading of Heavy Capacity and Special Type Flat Cars' in the Official Railway Equipment Register.
3. Gondola cars having marked capacity not greater than 180,000 pounds; but not including gondola cars of any length equipped with covers, hoods, containers or cradle floors.
4. Open top hopper cars not exceeding 60 feet in length, inside measurement, or having marked Capacity not exceeding 180,000 lbs.
5. Cars other than described as ordinary equipment in Paragraph 1 to 4, owned or leased by shipper or consignee.

When shipments that are both loaded and unloaded within the same switching district are loaded in cars that are other than ordinary equipment the rate or charge to apply will be the rate or charge published herein for application to shipments loaded in ordinary equipment as described in 1 - 5 above, plus ♦$32.02 per car. The provisions of this paragraph will not apply to shipments of Coal, Coke (the direct product of Coal) or Iron Ore.

APPLICATION OF RATES

The rates shown above are for local switching charges only, and do not apply to any part of an interstate shipment, nor to cars which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing The Philadelphia Belt Line Railroad Company.

♦ - Increase.
① - Not applicable on Coke (the Product of Coal); for rate on this commodity refer to I.C.C. No. 119, Pa. P.U.C. No. 115.

ISSUED APRIL 8, 1971

EFFECTIVE MAY 12, 1971

Issued By

ALLEN LESLEY, Exec. Vice President
323 Bourse Bldg.
Philadelphia, Pa. 19106

Received.....1971

8061-B

Not Confidential

I.C.C. NO. 116
Cancels I.C.C. NO. 113
Pa. P.U.C. NO. 112
Cancels Pa. P.U.C. NO. 109

FREIGHT TARIFF 127
Cancels Freight Tariff 124

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL COMMODITY TARIFF
Naming Rates On
COKE
(The direct product of Coal)
MOVING WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

FROM	TO	♦Rates in Cents	Per	Minimum Weight Per Car
NORTHERN SECTION				
Plant of the Philadelphia Coke Company, Orthodox Street.....	Allegheny Avenue (See Rule 3).....	5897	Car	...
Plant of the Philadelphia Coke Company, Orthodox Street.....	Plant of Charles Lenning & Company, Richmond and Kennedy Streets, but not including cars received from or delivered to, the Reading Company (See Rule 3).....	6497	Car	...
One siding, yard track or industry north of Allegheny Avenue.....	Another siding, yard track or industry north of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company (See Rule 3).....	259	2000 Pounds	See Rule 2
Plant of the Philadelphia Gas Works Company known as Station B.....	Plant of the Philadelphia Coke Company, Orthodox Street (See Rule 3).....	5897	Car	...
One Point within the confines of the plant of the Philadelphia Gas Works Company known as Station B.....	Another point within the confines of the plant of the Philadelphia Gas Works Company known as Station B.....	5897	Car	...
SOUTHERN SECTION				
One siding, yard track or industry south of Callowhill Street.....	Another siding, yard or industry south of Callowhill Street, but not including cars received from, or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company.....	259	2000 Pounds	See Rule 2

♦ - Increase

APPLICATION OF RATES

Rule 1. The local commodity rates in this tariff do not apply to any part of an interstate shipment, nor to shipments which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing The Philadelphia Belt Line Railroad Company.

MINIMUM CARLOAD WEIGHTS

Rule 2. (Only rates making reference to this rule are governed hereby). The minimum carload weight on shipments of Coke (the direct product of Coal) will be:

IN OPEN CARS.....50,000 pounds
Except that when cars are loaded to their full visible or cubical capacity, actual weight will apply.
IN BOX OR STOCK CARS.....40,000 pounds

APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS

Rule 3. (Only rates making reference to this rule are governed hereby). From any point of origin not named in this tariff, but which is intermediate from points of origin which are named, the rate from such intermediate point will be the same as the rate from the next more distant point from which a rate is named.

To any point of destination not named in this tariff, but which is intermediate to points of destination which are named, the rate to such intermediate point will be the same as the rate to the next more distant point to which a rate is named.

ISSUED NOVEMBER 27, 1970

EFFECTIVE JANUARY 1, 1971

Issued By

M.G. PRESTON, President
323 Bourse Bldg.
Philadelphia, Pa. 19106

Not Confidential

No supplement to this Index will be issued

I.C.C. No. 117
Cancels I.C.C. No. 114
Pa. P.U.C. No. 113
Cancels Pa. P.U.C. No. 110

FREIGHT TARIFF 128
Cancels Freight Tariff 125

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

TARIFF INDEX NO. 56
(Cancels Tariff Index No. 55)

LIST OF FREIGHT TARIFFS, ETC.

On File With

Interstate Commerce Commission

Pennsylvania Public Utility Commission

This Index contains list of Tariff Publications in effect

EFFECTIVE JANUARY 1, 1971

SECTION 1

Containing lists of tariffs in which The Philadelphia Belt Line Railroad Company is Initial carrier.

I.C.C. No.	PA. P.U.C. No.	ISSUED BY	DESCRIPTION
116	112	The Philadelphia Belt Line Railroad Company	Local Switching-Coke Charges within the City of Philadelphia
115	111	The Philadelphia Belt Line Railroad Company	Local Switching Charges within the City of Philadelphia.

I.C.C. No.	PA. P.U.C. No.	ISSUED BY	DESCRIPTION
H-36	H-36	B.B. Maurer	Car Demurrage Rules and Charges
117	113	The Philadelphia Belt Line Railroad Company	Storage Rule and Charges Tariff Index No. 56 List of Freight Tariffs.

SECTION 2

(There are no tariffs issued by Foreign Roads in which The Philadelphia Belt Line Railroad Company is shown as a delivering carrier).

SECTION 3

Containing numerical list of The Philadelphia Belt Line Railroad Company Tariffs bearing I.C.C. and Pa. P.U.C. Numbers.

I.C.C. Nos.	Pa. P.U.C. Nos.
115	111
116	112
117	113

ISSUED NOVEMBER 27, 1970

ISSUED BY

M.G. PRESTON, President,
323 Bourse Bldg.
Philadelphia, Pa. 19106

(100)

Received.....1970

7123-B

I.C.C. No. 115
Cancels I.C.C. No. 112

Pa. P.U.C. No. 111
Cancels Pa. P.U.C. No. 108

FREIGHT TARIFF 126
Cancels Freight Tariff 123

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL SWITCHING CHARGES
WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

NORTHERN SECTION

North of Allegheny Avenue, but not including cars received from,or delivered to, the Reading Company:

From one siding, yard track or industry to another siding, yard track or industry -
For each loaded car including the return of the empty car..... ♦ ① $52.49

INTERNAL SWITCHING PERFORMED BY CARRIERS ENGINES:

Cars loaded at one location within a mill or works, moved to another location within confines of same mill or works, and there unloaded, per car..... ♦ $18.07

SOUTHERN SECTION

South of Callowhill Street, but not including cars received from or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company:

From one siding, yard track or industry to another siding, yard track or industry -
For each loaded car, including the return of the empty car..... ♦ ① $56.65

Rates or charges published herein for application on intra-plant, intra-terminal or inter-terminal switching service apply to shipments which are both loaded and unloaded within the same switching district, only when loaded in or on ordinary equipment. Ordinary equipment means:

1. Box cars not exceeding 52 feet in length, inside measurement, but not including box cars of any length which are cushioned underframe, insulated or equipped with any type of loading devices.
2. Flat cars not exceeding 54 feet in length and having marked capacity not greater than 180,000 pounds; but not including flat cars of any length equipped with racks, frames, bulkheads, tie down devices, hoods or other appurtenances extending above the deck of the car, nor on special type flat cars with mechanical designations "FD", "FG", "FW", "FM", as listed under the heading of Heavy Capacity and Special Type Flat Cars' in the Official Railway Equipment Register.
3. Gondola cars having marked capacity not greater than 180,000 pounds; but not including gondola cars of any length equipped with covers, hoods, containers or cradle floors.
4. Open top hopper cars not exceeding 60 feet in length, inside measurement, or having marked Capacity not exceeding 180,00 lbs.
5. Cars other than described as ordinary equipment in Paragraph 1 to 4, owned or leased by shipper or consignee.

When shipments that are both loaded and unloaded within the same switching district are loaded in cars that are other than ordinary equipment the rate or charge to apply will be the rate or charge published herein for application to shipments loaded in ordinary equipment as described in 1 - 5 above, plus ♦$30.34 per car. The provisions of this paragraph will not apply to shipments of Coal, Coke (the direct product of Coal) or Iron Ore.

APPLICATION OF RATES

The rates shown above are for local switching charges only, and do not apply to any part of an interstate shipment, nor to cars which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing The Philadelphia Belt Line Railroad Company.

♦ - Increase.
① - Not applicable on Coke (the Product of Coal); for rate on this commodity refer to I.C.C. No. 116, Pa. P.U.C. No. 112.

ISSUED NOVEMBER 27, 1970

EFFECTIVE JANUARY 1, 1971

Issued By

M.G. PRESTON, President
323 Bourse Bldg.
Philadelphia, Pa. 19106

Received.....1970

7121-B

Not Confidential

I.C.C. No. 112
Cancels I.C.C. No. 109

Pa. P.U.C. No. 108
Cancels Pa. P.U.C. No. 105

FREIGHT TARIFF 123
Cancels Freight Tariff 120

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL SWITCHING CHARGES
WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

NORTHERN SECTION

North of Allegheny Avenue, but not including cars received from,or delivered to, the Reading Company:

From one siding, yard track or industry to another siding, yard track or industry -
For each loaded car including the return of the empty car..... ♦ ① $48.14

INTERNAL SWITCHING PERFORMED BY CARRIERS ENGINES:

Cars loaded at one location within a mill or works, moved to another location within confines of same mill or works, and there unloaded, per car..... ♦ $16.57

SOUTHERN SECTION

South of Callowhill Street, but not including cars received from or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company:

From one siding, yard track or industry to another siding, yard track or industry -
For each loaded car, including the return of the empty car..... ♦ ① $51.95

Rates or charges published herein for application on intra-plant, intra-terminal or inter-terminal switching service apply to shipments which are both loaded and unloaded within the same switching district, only when loaded in or on ordinary equipment. Ordinary equipment means:

1. Box cars not exceeding 52 feet in length, inside measurement, but not including box cars of any length which are cushioned underframe, insulated or equipped with any type of loading devices.
2. Flat cars not exceeding 54 feet in length and having marked capacity not greater than 180,000 pounds; but not including flat cars of any length equipped with racks, frames, bulkheads, tie down devices, hoods or other appurtenances extending above the deck of the car, nor on special type flat cars with mechanical designations "FD", "FG", "FW", "FM", as listed under the heading of Heavy Capacity and Special Type Flat Cars' in the Official Railway Equipment Register.
3. Gondola cars having marked capacity not greater than 180,000 pounds; but not including gondola cars of any length equipped with covers, hoods, containers or cradle floors.
4. Open top hopper cars not exceeding 60 feet in length, inside measurement, or having marked Capacity not exceeding 180,00 lbs.
5. Cars other than described as ordinary equipment in Paragraph 1 to 4, owned or leased by shipper or consignee.

When shipments that are both loaded and unloaded within the same switching district are loaded in cars that are other than ordinary equipment the rate or charge to apply will be the rate or charge published herein for application to shipments loaded in ordinary equipment as described in 1 - 5 above, plus ♦$27.83 per car. The provisions of this paragraph will not apply to shipments of Coal, Coke (the direct product of Coal) or Iron Ore.

APPLICATION OF RATES

The rates shown above are for local switching charges only, and do not apply to any part of an interstate shipment, nor to cars which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing The Philadelphia Belt Line Railroad Company.

♦ - Increase.
① - Not applicable on Coke (the Product of Coal); for rate on this commodity refer to I.C.C. No. 113, Pa. P.U.C. No. 109.

ISSUED JUNE 22, 1970

EFFECTIVE JULY 23, 1970

Issued By

M.G. PRESTON, President
323 Bourse Bldg.
Philadelphia, Pa. 19106

Received.....1970

6045-B

Not Confidential

I.C.C. NO. 110
Cancels I.C.C. NO. 107
Pa. P.U.C. NO. 106
Cancels Pa. P.U.C. NO. 103

FREIGHT TARIFF 121
Cancels Freight Tariff 118

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL COMMODITY TARIFF
Naming Rates On
COKE
(The direct product of Coal)
MOVING WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

FROM	TO	♦Rates in Cents	Per	Minimum Weight Per Car
NORTHERN SECTION				
Plant of the Philadelphia Coke Company, Orthodox Street.....	Allegheny Avenue (See Rule 3).....	5151	Car	...
Plant of the Philadelphia Coke Company, Orthodox Street.....	Plant of Charles Lennig & Company, Richmond and Kennedy Streets, but not including cars received from or delivered to, the Reading Company (See Rule 3).....	5675	Car	...
One siding, yard track or industry north of Allegheny Avenue.....	Another siding, yard track or industry north of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company (See Rule 3).....	226	2000 Pounds	See Rule 2
Plant of the Philadelphia Gas Works Company know as Station B.....	Plant of the Philadelphia Coke Company, Orthodox Street (See Rule 3)	5151	Car	...
One Point within the confines of the plant of the Philadelphia Gas Works Company known as Station B.....	Another point within the confines of the plant of the Philadelphia Gas Works Company known as Station B.....	5151	Car	...
SOUTHERN SECTION				
One siding, yard track or industry south of Callowhill Street.....	Another siding, yard or industry south of Callowhill Street, but not including cars received from, or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company	226	2000 Pounds	See Rule 2

♦ - Increase

APPLICATION OF RATES

Rule 1. The local commodity rates in this tariff do not apply to any part of an interstate shipment, nor to shipments which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing The Philadelphia Belt Line Railroad Company.

MINIMUM CARLOAD WEIGHTS

Rule 2. (Only rates making reference to this rule are governed hereby). The minimum carload weight on shipments of Coke (the direct product of Coal) will be:

IN OPEN CARS.....50,000 pounds
Except that when cars are loaded to their full visible or cubical capacity, actual weight will apply.
IN BOX OR STOCK CARS.....40,000 pounds

APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS

Rule 3. (Only rates making reference to this rule are governed hereby). From any point of origin not named in this tariff, but which is intermediate from points of origin which are named, the rate from such intermediate point will be the same as the rate from the next more distant point from which a rate is named.

To any point of destination not named in this tariff, but which is intermediate to points of destination which are named, the rate to such intermediate point will be the same as the rate to the next more distant point to which a rate is named.

ISSUED NOVEMBER 28, 1969

EFFECTIVE DECEMBER 28, 1969

Issued by

M.G. PRESTON, President,
323 Bourse Bldg.
Philadelphia, Pa. 19106

Not Confidential PBL_000836

No supplement to this Index
will be issued.

I.C.C. No. 111
Cancels I.C.C. No. 108
Pa. P.U.C. No. 107
Cancels Pa. P.U.C. No. 104

FREIGHT TARIFF 122
Cancels Freight Tariff 119

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

TARIFF INDEX NO. 54
(Cancels Tariff Index No. 53)

LIST OF FREIGHT TARIFFS, ETC.

On File With

Interstate Commerce Commission

Pennsylvania Public Utility Commission

This Index contains list of Tariff Publications in effect

DECEMBER 28, 1969

SECTION 1

Containing lists of tariffs in which The Philadelphia Belt Line Railroad Company is initial carrier.

I.C.C. No.	PA. P.U.C. NO.	ISSUED BY	DESCRIPTION
110	106	The Philadelphia Belt Line Railroad Company	Local Switching-Coke Charges within the City of Philadelphia.
109	105	The Philadelphia Belt Line Railroad Company	Local Switching Charges within the City of Philadelphia.

I.C.C. No.	PA. P.U.C. NO.	ISSUED BY	DESCRIPTION
H-36	H-36	B.B. Maurer	Car Demurrage Rules and Charges Storage Rules and Charges
111	107	The Philadelphia Belt Line Railroad Company	Tariff Index No. 54 List of Freight Tariffs

SECTION 2

(There are no tariffs issued by Foreign Roads in which The Philadelphia Belt Line Railroad Company is shown as a delivering carrier).

SECTION 3

Containing numerical list of The Philadelphia Belt Line Railroad Company Tariffs bearing I.C.C. and Pa. P.U.C. Numbers.

I.C.C. Nos.	Pa. P.U.C. Nos.
109	105
110	106
111	107

ISSUED NOVEMBER 28, 1969

ISSUED BY

M.G. PRESTON, President,
323 Bourse Bldg.
Philadelphia, Pa. 19106

(100)

Received.....1969

4786-B

I.C C. No. 109
Cancels I.C.C. No. 106

Pa. P.U.C. No. 105
Cancels Pa. P.U.C. No. 102

FREIGHT TARIFF 120
Cancels Freight Tariff 117

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL SWITCHING CHARGES
WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

NORTHERN SECTION

North of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company:

From one siding, yard track or industry to another siding, yard track or industry -
For each loaded car including the return of the empty car..... ♦ ① $45.85

INTERNAL SWITCHING PERFORMED BY CARRIERS ENGINES:

Cars loaded at one location within a mill or works, moved to another location within confines of same mill or works, and there unloaded, per car..... ♦ $15.78

SOUTHERN SECTION

South of Callowhill Street, but not including cars received from or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company:

From one siding, yard track or industry to another siding, yard track or industry -
For each loaded car, including the return of the empty car..... ♦ ① $49.48

Rates or charges published herein for application on intra-plant, intra-terminal or inter-terminal switching service apply to shipments which are both loaded and unloaded within the same switching district, only when loaded in or on ordinary equipment. Ordinary equipment means:

1. Box cars not exceeding 52 feet in length, inside measurement, but not including box cars of any length which are cushioned underframe, insulated or equipped with any type of loading devices.
2. Flat cars not exceeding 54 feet in length and having marked capacity not greater than 180,000 pounds; but not including flat cars of any length equipped with racks, frames, bulkheads, tie down devices, hoods or other appurtenances extending above the deck of the car, nor on special type flat cars with mechanical designations "FD", "FG", "FW", "FM", as listed under the heading of Heavy Capacity and Special Type Flat Cars' in the Official Railway Equipment Register.
3. Gondola cars having marked capacity not greater than 180,000 pounds; but not including gondola cars of any length equipped with covers, hoods, containers or cradle floors.
4. Open top hopper cars not exceeding 60 feet in length, inside measurement, or having marked Capacity not exceeding 180,000 lbs.
5. Cars other than described as ordinary equipment in Paragraph 1 to 4, owned or leased by shipper or consignee.

When shipments that are both loaded and unloaded within the same switching district are loaded in cars that are other than ordinary equipment the rate or charge to apply will be the rate or charge published herein for application to shipments loaded in ordinary equipment as described in 1 - 5 above, plus ♦$26.50 per car. The provisions of this paragraph will not apply to shipments of Coal, Coke (the direct product of Coal) or Iron Ore.

APPLICATION OF RATES

The rates shown above are for local switching charges only, and do not apply to any part of an interstate shipment, nor to cars which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing The Philadelphia Belt Line Railroad Company.

♦ - Increase.
① - Not applicable on Coke (the Product of Coal); for rate on this commodity refer to I.C.C. No. 110, Pa. P.U.C. No. 106.

ISSUED NOVEMBER 28, 1969

EFFECTIVE DECEMBER 28, 1969

Issued by

M.G. PRESTON, President
323 Bourse Bldg.
Philadelphia, Pa. 19106

Received.....1969

4784-B

Not Confidential

No supplement to this tariff will be issued except for the purpose of cancelling the tariff unless otherwise specifically authorized by the Commission.

I.C.C. NO. 107
Cancels I.C.C. NO. 104
Pa. P.U.C. NO. 103
Cancels Pa. P.U.C. NO. 100

FREIGHT TARIFF 118
Cancels Freight Tariff 115

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL COMMODITY TARIFF
Naming Rates On
COKE
(The direct product of Coal)
MOVING WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

FROM	TO	Rates in Cents	Per	Minimum Weight Per Car
NORTHERN SECTION				
Plant of the Philadelphia Coke Company, Orthodox Street.....	Allegheny Avenue (See Rule 3).....	♦4859	Car	...
Plant of the Philadelphia Coke Company, Orthodox Street.....	Plant of Charles Lennig & Company, Richmond and Kennedy Streets, but not including cars received from or delivered to, the Reading Company (See Rule 3).....	♦5354	Car	...
One siding, yard track or industry north of Allegheny Avenue.....	Another siding, yard track or industry north of Allegheny Avenue, but not including cars received from, or delivered to, the Reading Company (See Rule 3).....	♦213	2000 Pounds	See Rule 2
Plant of the Philadelphia Gas Works Company know as Station B.....	Plant of the Philadelphia Coke Company, Orthodox Street (See Rule 3)	♦4859	Car	...
One Point within the confines of the plant of the Philadelphia Gas Works Company known as Station B.....	Another point within the confines of the plant of the Philadelphia Gas Works Company known as Station B.....	♦4859	Car	...
SOUTHERN SECTION				
One siding, yard track or industry south of Callowhill Street.....	Another siding, yard or industry south of Callowhill Street, but not including cars received from, or delivered to, the Reading Company, or the Baltimore & Ohio Railroad Company	♦213	2000 Pounds	See Rule 2

♦ - Increase

APPLICATION OF RATES

Rule 1. The local commodity rates in this tariff do not apply to any part of an interstate shipment, nor to shipments which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing The Philadelphia Belt Line Railroad Company.

MINIMUM CARLOAD WEIGHTS

Rule 2. (Only rates making reference to this rule are governed hereby). The minimum carload weight on shipments of Coke (the direct product of Coal) will be:

IN OPEN CARS.....50,000 pounds
Except that when cars are loaded to their full visible or cubical capacity, actual weight will apply.
IN BOX OR STOCK CARS.....40,000 pounds

APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS

Rule 3. (Only rates making reference to this rule are governed hereby). From any point of origin not named in this tariff, but which is intermediate from points of origin which are named, the rate from such intermediate point will be the same as the rate from the next more distant point from which a rate is named.

To any point of destination not named in this tariff, but which is intermediate to points of destination which are named, the rate to such intermediate point will be the same as the rate to the next more distant point to which a rate is named.

ISSUED DECEMBER 4, 1968

EFFECTIVE JANUARY 5, 1969

Issued by

M.G. PRESTON, President,
323 Bourse Bldg.
Philadelphia, Pa. 19106

Not Confidential PBL_000839

No supplement to this Index will be issued.

I.C.C. No. 108
Cancels I.C.C. No. 105
Pa. P.U.C. No. 104
Cancels Pa. P.U.C. No. 101

FREIGHT TARIFF 119
Cancels Freight Tariff 116

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

TARIFF INDEX NO. 53
(Cancels Tariff Index No. 52)

LIST OF FREIGHT TARIFFS, ETC.

On File With

Interstate Commerce Commission

Pennsylvania Public Utility Commission

This Index contains list of Tariff Publications in effect

JANUARY 5, 1969

SECTION 1

Containing lists of tariffs in which The Philadelphia Belt Line Railroad Company is initial carrier.

I.C.C. No.	PA. P.U.C. NO.	ISSUED BY	DESCRIPTION
107	103	The Philadelphia Belt Line Railroad Company	Local Switching-Coke Charges within the City of Philadelphia.
106	102	The Philadelphia Belt Line Railroad Company	Local Switching Charges within the City of Philadelphia.

I.C.C. No.	PA. P.U.C. NO.	ISSUED BY	DESCRIPTION
H-36	H-36	B.B. Maurer	Car Demurrage Rules and Charges
108	104	The Philadelphia Belt Line Railroad Company	Storage Rules and Charges Tariff Index No. 53 List of Freight Tariffs

SECTION 2

(There are no tariffs issued by Foreign Roads in which The Philadelphia Belt Line Railroad Company is shown as a delivering carrier).

SECTION 3

Containing numerical list of The Philadelphia Belt Line Railroad Company Tariffs bearing I.C.C. and Pa. P.U.C. Numbers.

I.C.C. Nos.	Pa. P.U.C. Nos.
106	102
107	103
108	104

ISSUED DECEMBER 4, 1968

ISSUED BY

M.G. PRESTON, President,
323 Bourse Bldg.
Philadelphia, Pa. 19106

Received.....1968

Not Confidential

Attachment # 26

DISC #5

PaPUC 126
Cancels
Pa. P.U.C. No. 123

ICC 130
Cancels
I.C.C. No. 127

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

FREIGHT TARIFF 141
Cancels
Freight Tariff 138_____

NAMING
LOCAL SWITCHING RATES
WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

NORTHERN SECTION

North of Allegheny Avenue, but not including cars received from, or delivered to, Consolidated Rail Corporation;

From one siding, yard track or industry to another siding, yard track or industry –

For each loaded car including the return of the empty car ….. (1) $92.49

INTERNAL SWITCHING PERFORMED BY CARRIERS ENGINES:

Cars loaded at one location within a mill or works, moved to another location within confines of same mill or works, and there unloaded, per car ……..$31.83

SOUTHERN SECTION

South of Callowhill Street, but not including cars received from or delivered to, Consolidated Rail Corporation, or the Baltimore & Ohio Railroad Company:

From one siding, yard track or industry to another siding, yard track or industry –

For each loaded car, including the return of the empty car …….(1)$95.99

Rates or charges published herein for application on intra-plant, intra-terminal or inter-terminal switching service apply to shipments which are both loaded and unloaded within the same switching district, only when loaded in or on ordinary equipment. Ordinary equipment means:

1. Box cars not exceeding 52 feet in length, inside measurement, but not including box cars of any length which are cushioned underframe, insulated or equipped with any type of loading devices or "XF" cars.

Continued:

Not Confidential

2. Flat cars not exceeding 54 feet in length and having marked capacity not greater than 180,000 pounds; but not including flat cars of any length equipped with racks, frames, bulkheads, tie down devices, hoods or other appurtenances extending above the deck of the car, nor on special type flat cars with mechanical designation "FD", "FG", "FW", "RM", as listed under the heading of Heavy Capacity and Special Type Flat Cars in the Official Railway Equipment Register.
3. Gondola Cars having marked capacity not greater than 180,000 pounds; but not including gondola cars of any length equipped with covers, hoods, containers or cradle floors.
4. Open top hopper cars not exceeding 60 feet in length, inside measurement, or having marked capacity not exceeding 180,000 lbs.
5. Cars other than described as ordinary equipment in Paragraph 1 to 4, owned or leased by shipper or consignee.

When shipments that are both loaded and unloaded within the same switching district are loaded in cars that are other than ordinary equipment the rate or charge to apply will be the rate or charge published herein for application to shipments loaded in ordinary equipment as described in 1-5 above, plus $61.46 per car. The provisions of this paragraph will not apply to shipments of Coal, Coke (the direct product of Coal) or Iron Ore.

APPLICATION OF RATES

The rates shown above are for local switching charges only, and do not apply to any part of an interstate shipment, nor to cars which have been received from or are to be delivered to any railroad Company which has not complied with the rules and regulations governing The Philadelphia Belt Line Railroad Company.

(1) – Not applicable on Coke (the Product of Coal); for rate on this commodity refer to ICC 128, PaPUC 124.

ISSUED JULY 1, 1977 EFFECTIVE AUGUST 1, 1977

- Change in wording which results in neither increases nor reductions in charges.
- Increase.

Issued By
GEORGE J. TREISBACH, Exec. Vice President
323 Bourse Bldg.
PHILADELPHIA, PA. 19106

THE PROVISIONS PUBLISHED HEREIN WILL, IF EFFECTIVE, NOT RESULT IN AN EFFECT ON THE QUALITY OF THE HUMAN ENVIRONMENT

DISC #5

PaPUC 124
Cancels
Pa. P.U.C. 121

ICC 128
Cancels
I.C.C. No. 125

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

LOCAL FREIGHT COMMODITY TARIFF 140
Cancels
Freight Tariff 136

Naming Rates on
COKE
(The Direct Product of Coal)
MOVING WITHIN THE CITY OF PHILADELPHIA, PENNSYLVANIA

FROM	TO	Rates in Dollars And Cents Per Car	Minimum Weight Per Car
NORTHERN SECTION			
Plant of the Philadelphia Coke…	Allegheny Avenue (See Rule 3)		
…….		$101.94	Car …
Plant of the Philadelphia Coke Company, Orthodox Street…	Plant of Charles Lenning & Company, Richmond and Kennedy Streets, but not including cars received from, or delivered to, Consolidated Rail Corporation (See Rule 3) …	$112.32	Car …
One siding, yard track or industry	Another siding, yard track or industry North of Allegheny Avenue, but not including cars received from, or	$ 4.48	2000 See Rule

Not Confidential

North of Allegheny Avenue… delivered to, Consolidated Rail
Pounds 2
Corporation (See Rule 3)…

Plant of the Philadelphia Gas Works Company known as Station B … $101.94 Car … | Plant of the Philadelphia Coke Company, Orthodox Street (See Rule 3)…

One Point within the confines of the Plant of the Philadelphia Gas Works Company known as Station B… $101.94 Car … | Another point within the confines of the plant of the Philadelphia Gas Works Company known as station B…

SOUTHERN SECTION

One siding, yard track or industry South of Callowhill Street… $ 4.48 2000 Pounds 2 See Rule | Another siding, yard or industry south Of Callowhill Street, but not including cars received from, or delivered to, Consolidated Rail Corporation, or the Baltimore & Ohio Railroad Company…

Continued:

APPLICATION OF RATES

Rule 1. The local commodity rates in this tariff do not apply to any part of an interstate shipment, nor to shipments which have been received from or are to be delivered to any Railroad Company which has not complied with the rules and regulations governing The Philadelphia Belt Line Railroad Company.

MINIMUM CARLOAD WEIGHTS

Rule 2. (Only rates making reference to this rule are governed hereby). The minimum carload weight on shipments of Coke (the direct product of Coal) will be:

IN OPEN CARS ……50,000 pounds
Except that when cars are loaded to their full visible or cubical capacity, actual weight will apply.
IN BOX OR STOCK CARS ……..40,000 pounds

APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS

Rule 3. (Only rates making reference to this rule are governed hereby). From any point of origin not named in this tariff, but which is intermediate from points of origin which are named, the rate from such intermediate point will be the same as the rate from the next more distant point from which a rate is named.

To any point of destination not named in this tariff, but which is intermediate to points of destination which are named, the rate to such intermediate point will be the same as the rate to the next more distant point to which a rate is named.

ISSUED JULY 1, 1977 EFFECTIVE AUGUST 1, 1977

323Change in wording resulting in neither increases nor reductions in charges.
323Increase.

Issued By

GEORGE J. TREISBACH, Exec. Vice President
323 Bourse Bldg.
PHILADELPHIA, PA. 19106

Received…..1977

THE PROVISIONS PUBLISHED HEREIN WILL, IF EFFECTIVE, NOT RESULT IN AN EFFECT ON THE QUALITY OF THE HUMAN ENVIRONMENT

Attachment # 26

DISC #5

No Supplement to this Index 129 Will be issued.	PaPUC 125 Cancels Pa. P.U.C. No. 122	ICC Cancels I.C.C. No. 126

THE PHILADELPHIA BELT LINE RAILROAD COMPANY

TARIFF INDEX 60
Cancels
Tariff Index No. 59

LIST OF FREIGHT TARIFFS, ETC.
On File With
Interstate Commerce Commission
Pennsylvania Public Utility Commission
This Index contains list of Tariff Publications in effect
EFFECTIVE AUGUST 1, 1977

SECTION 1

5
Attachment #26
BELT LINE TARIFFS

Containing lists of tariffs in which The Philadelphia Belt Line Railroad Company is Initial Carrier.

ICC	PaPUC	ISSUED BY	DESCRIPTION
128	124	The Philadelphia Belt Line Railroad Company	Local Switching-Coke Charges within The City of Philadelphia
130	126	The Philadelphia Belt Line Railroad Company	Local Switching Charges within the City of Philadelphia

ICC	PaPUC	ISSUED BY	DESCRIPTION
H-59	H-59	G.S. Trzaska	Car Demurrage Rules and Charges Storage Rule and Charges
129	125	The Philadelphia Belt Line Railroad Company	Tariff Index 60 List of Freight Tariffs.

Continued:

SECTION 2

(There are no tariffs issued by Foreign Roads in which The Philadelphia Belt Line Railroad Company is shown as a delivering carrier).

SECTION 3

Containing numerical list of The Philadelphia Belt Line Railroad Company Tariffs bearing ICC and PaPUC Numbers.

ICC	PaPUC
128	124
129	125
130	126

ISSUED AUGUST 1, 1977

- Change in wording which results in neither increases nor reductions.

ISSUED BY

GEORGE J. TREISBACH, Exec. Vice President
323 Bourse Bldg.
PHILADELPHIA, PA. 19106

Received…..1977

THE PROVISIONS PUBLISHED HEREIN WILL, IF EFFECTIVE, NOT RESULT IN AN EFFECT ON THE QUALITY OF THE HUMAN ENVIRONMENT.

BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC

FD 36710

RICHMOND WATERFRONT INDUSTRIAL PARK, LLC
– PETITION FOR DECLARATORY ORDER

REPLY OF PHILADELPHIA BELT LINE RAILROAD COMPANY

EXHIBIT I – SPECIAL WARRANTY DEED

D 0928 348

81N14-7
81N15-18
81N22-187
81N23-161
81N24-51
} Covers various properties

412,550-
127,650-

BEST AVAILABLE COPY

SPECIAL WARRANTY DEED

ROHM AND HAAS COMPANY,
a Delaware corporation,

Grantor

to

RICHMOND WATERFRONT INDUSTRIAL PARK, LLC,
a Pennsylvania limited liability company

Grantee

Premises: 5000-B Richmond Street
Philadelphia, Pennsylvania

Fran T. Dickson
COMMISSIONER OF RECORDS
000352
99 FEB -3 PM 1:34
THIS DOCUMENT RECORDED

The address of the within-named Grantee is:

5000 Richmond Street
Philadelphia, Pennsylvania 19137

On behalf of Grantee

423614.1 12/22/98

6

D 0928 349

4(1,550-
#1/27,450-

SPECIAL WARRANTY DEED

THIS INDENTURE is made the 22nd day of December in the year One Thousand Nine Hundred Ninety-Eight (1998) between ROHM AND HAAS COMPANY, a Delaware corporation (hereinafter called the Grantor), of the one part, whose principal place of business is 100 Independence Mall West, Philadelphia, Pennsylvania 19106 and RICHMOND WATERFRONT INDUSTRIAL PARK, LLC, a Pennsylvania limited liability company (hereinafter called the Grantee), of the other part, whose principal place of business is 5000 Richmond Street, Philadelphia, Pennsylvania 19137.

WITNESSETH, that the Grantor, for and in consideration of the sum of [redacted] ($[redacted]) lawful money of the United States of America, unto it well and truly paid by the Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the Grantee its respective successors and assigns, the premises described as follows:

* four million two hundred fifty five thousand and xx/xx (4,255,000.00)

ALL THAT CERTAIN tract or parcel of land with the buildings and improvements erected thereon, Situate in the Forty-Fifth Ward of the City of Philadelphia, County of Philadelphia, Commonwealth of Pennsylvania and being described according to a Plan of Subdivision for Rohm & Haas Bridesburg Plant, prepared by William G. Major Associates, Inc., Civil Engineers and Surveyors, Bristol, Pennsylvania dated December 17, 1998, the Plan of Subdivision as follows to wit:

Beginning at a point in the bed of Buckius Street (60.00' wd.) and said point being 25 feet from the centerline thereof and being the Southeasterly side of Bath Street (30 ' wide) extended;

THENCE extending along the Southeasterly line of Bath Street North Fifty Seven degrees Thirty Five minutes Thirty Seven seconds East (N-57°-35'-37"-E); a distance of Seven Hundred Forty Seven and Fifteen thousandths feet (747.015') to a point for a corner on the Southwesterly side of Jenks Street, being Forty feet wide (40.000' wd.);

THENCE extending along the Southwesterly side of Jenks Street South Thirty One degrees Forty Seven minutes Thirty Nine seconds East (S-31°-47"-39"-E); a distance of Seven and Nine Hundred Forty Five feet (7.945') to a point for a corner on the Southerly end of Jenks Street;

THENCE extending along the Southerly end of Jenks Street and extending beyond on a line parallel to and distant One Hundred Twenty feet (120.000') Southeasterly from Cooper Street, being Thirty Feet wide (30.000' wd.) North Fifty Eight degrees Twelve minutes Twenty One seconds East (N-58°-12'-21"-E); a distance of Three Hundred Twenty feet

Not 2166

(320.000') to a point for a corner on the Northeasterly line of Kirkbride Street, being Forty feet wide (40.000' wd.);

THENCE extending along the Northeasterly line of Kirkbride Street North Thirty One degrees Forty Seven minutes Thirty Nine seconds West (N-31°-47'-39"-W); a distance of Twenty and Sixty-Seven thousandths feet (20.067') to a point for a corner on the Southeasterly line of Bath Street, being Thirty feet wide (30.000' wd.);

THENCE extending along the Southeasterly line of Bath Street North Fifty Eight degrees Eleven minutes Twenty One seconds East (N-58°-11'-21"-E); a distance of Four Hundred Thirteen and Seven Hundred Sixty Two thousandths feet (413.762') to a point for a corner in the bed of Reynolds Street, being Thirty feet wide (30.000' wd.).

THENCE extending in the bed of Reynolds Street North Forty Nine degrees Twenty One minutes Twenty Four seconds West (N-49°-21'-24"-W); a distance of Twenty Nine and Three Hundred Twenty Nine Thousandths feet (29.329') to a point for a corner;

THENCE extending from the bed of and crossing the Easterly line of Reynolds Street, and along the lands now or formerly of John D'Orazio & Sons, Inc., a Pennsylvania Corporation, North Thirty Eight degrees Fifty Seven minutes Forty Nine seconds East (N-38°-57'-49"-E); a distance of Fifty Eight and Twenty Five Thousandths feet (58.025') to a point for a corner;

THENCE extending along the lands of the said John D'Orazio & Sons, Inc. The following three (3) courses and distances:

BEST AVAILABLE COPY

Forty feet (40.000') to a point for a corner in the line of lands N/L Bridesburg Boy's and Girl's Club;

THENCE extending along the line of lands N/L Bridesburg Boy's and Girl's Club the following two courses and distances:

1) Extending along the former Northeasterly line of Bridge Street South Fifty One degrees Twenty Five minutes Nine seconds East (S-51°-25'-09"-E); a distance of One Hundred Forty Five and Seven Hundred thousands feet (145.700') to a point for a corner;

2) THENCE extending North Thirty Six degrees Thirty Seven minutes Thirty Eight seconds East (N-36°-37'-38"-E); a distance of Two Hundred Forty Seven and One Hundred Forty Four thousandths feet (247.144') to a point for a corner of Lot #1;

THENCE extending along lands of Lot 1 as shown on above Plan of Subdivision, South Fifty One degrees Twenty Five minutes Nine seconds East (S-51°-25'-09"-E); a distance of Six Hundred Ninety Five and Two Hundred Seventy Nine thousandths feet (695.279') to a point for a corner passing over the bulkhead line of the West bank of the Delaware River as approved by the War Department, September 10, 1940, said bulkhead line is distant Five Hundred Three and Four Hundred Seventeen thousandths feet (503.417') from the end of this course.

BEST AVAILABLE COPY

THENCE extending along the Easterly Right-of-Way of the Philadelphia Belt Line Railroad, other lands now or formerly of Rohm and Haas Company, and crossing over the Easterly line of Buckius Street, South Twenty Five degrees Thirty Five minutes Eight seconds West (S-25°-35'-08"-W); a distance of Eight Hundred Sixteen and Sixty Four thousandths feet (816.064') to a point in the center line of the aforesaid Buckius Street;

THENCE extending Northwesterly along the center line of Buckius Street North Twenty Seven degrees Fifty Eight minutes Twelve seconds West (N-27°-58'-12"-W); crossing over a Thirty Three foot wide (33.000' wd.) Right-of-Way of the Philadelphia Belt Line Railroad and a Thirty foot wide (30.000' wd.) Right-of-Way to the Kensington and Tacony Railroad, a distance of Three Hundred Eighty Two and Eight Hundred Fifty Seven thousandths feet (382.857') to a point for a corner;

THENCE extending into the bed of Buckius Street North Twenty Eight degrees Forty Three minutes Forty Four seconds East (N-28°-43'-44"-E); a distance of Twenty Nine and Nine Hundred Twelve thousandths feet (29.912') to a point for a corner;

THENCE extending through the bed of Buckius Street North Twenty Seven degrees Fifty Eight minutes Twelve seconds West (N-27°-58'-12"-W); a distance of Nine Hundred Thirteen and Sixty-Four thousandths feet (913.064') to the first mentioned point and place of beginning.

The contents of said parcel being Two Million Four Hundred Twenty One Thousand Seven Hundred Thirty-One square feet (2,421,731 SF) or Fifty Five and Five Thousand Nine Hundred Fifty tenthousandths acres (55.5950 Acs.) of land.

Subject to the certain Thirty foot wide (30.00' wd.) non-exclusive easement for ingress and egress for the benefit of Lot 3 and Lot 4 as shown on the Plan of Subdivision.

Subject to any and all easements and restrictions of record.

BEING part of the same premises which Stewart Amythe Mahogany Company, a Delaware corporation by Deed dated August 31, 1962 and recorded September 4, 1962 in the Department of Records of Philadelphia County in Deed Book CAB 1980 page 423, granted and conveyed unto Rohm & Haas Company, a Delaware corporation, in fee.

BEING part of the same premises which Warner Company, a Delaware corporation, by Deed dated September 22, 1958 and recorded September 23, 1958 in the Department of Records of Philadelphia County in Deed Book CAB 839 page 165, granted and conveyed unto Rohm & Haas Company, a Delaware corporation, in fee.

BEING part of the same premises which Charles Lennig & Co., Inc., a Pennsylvania corporation, by Deed dated December 31, 1947 and recorded in the Department of Records of

Not C 2168

Philadelphia County in Deed Book CJP 1921 page 507, granted and conveyed unto Rohm & Haas Company, a Delaware corporation, in fee.

BEING part of the same premises which Commonwealth of Pennsylvania, by Deed dated March 2, 1970 and recorded March 3, 1970 in the Department of Records of Philadelphia County in Deed Book JRS 644 page 480, granted and conveyed unto Rohm & Haas Company, a Delaware corporation, in fee.

UNDER AND SUBJECT to all restrictions, easements, agreements, reservations and encumbrances of record, to the extent still valid, binding, and enforceable, and under and subject further to the following restriction, which shall encumber the entire premises described herein and be deemed to run with the land and be enforceable, among others, by the Grantor, its successors and assigns. The premises described herein shall not be used for residential purposes so that the Grantor shall not have any obligation to remediate existing contamination on said premises to those standards which apply to property which is used for residential purposes.

TOGETHER with all and singular the improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the Grantor, as well at law as in equity, of, in, and to the same.

TOGETHER with all Riparian Rights over all land lying between the hereby granted premises and the present Port Warden's line in the River Delaware.

AND TOGETHER with all Riparian Rights into and over all land lying within the Delaware River in front of the hereby granted premises.

TO HAVE AND TO HOLD the said lot or piece of ground above described hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the Grantee, its respective successors and assigns, to and for the only proper use and behoof of the Grantee, its respective successors and assigns forever.

UNDER AND SUBJECT, as aforesaid.

The following is included pursuant to Section 405 of the Pennsylvania Solid Waste Management Act and/or Section 512 of the Pennsylvania Hazardous Sites Cleanup Act. Grantor acknowledges the historic presence of certain hazardous substances in soil and/or groundwater at various locations throughout the above-described property. The types, locations and levels of such substances were, as of the date of sampling, as set forth on the attached tables. Sample numbers on the attached tables relate to the references on the attached

map designated as Plate 1 (except that map references to sample points G-1 and G-2 actually relate to samples B-1 and B-2 in the tables).

AND the Grantor, for its respective successors and assigns does covenant, promise and agree, to and with the Grantee its respective successors and assigns, by these presents, that it, the Grantor, and its respective successors and assigns, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the Grantee, its respective successors and assigns against the Grantor and its respective successors and assigns, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it or any of them, shall and will WARRANT and forever DEFEND.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal. Dated the day and year first above written.

ATTEST:

Name: Gail P. Granoff
Title: Secretary

ROHM AND HAAS COMPANY,
a Delaware corporation

By: Robert P. Vogel
Name: Robert P. Vogel
Title: Vice President

[Corporate Seal]

BEST AVAILABLE COPY

BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC

FD 36710

RICHMOND WATERFRONT INDUSTRIAL PARK, LLC
– PETITION FOR DECLARATORY ORDER

REPLY OF PHILADELPHIA BELT LINE RAILROAD COMPANY

EXHIBIT J – 2014 OPERATING AGREEMENT

OPERATING LEASE AGREEMENT

THIS OPERATING LEASE AGREEMENT (the "Agreement") is made as of the 1st day of January, 2014, by and between THE PHILADELPHIA BELT LINE RAILROAD COMPANY ("Belt Line"), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, and CONSOLIDATED RAIL CORPORATION ("Conrail"), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania.

WITNESSETH

WHEREAS, Conrail presently conducts rail operations over certain properties owned by Belt Line on a month-to-month basis pursuant to the terms and conditions of that certain lease agreement dated January 1, 2007, by and between Belt Line and Conrail that has since been terminated; and

WHEREAS, Conrail and Belt Line desire to provide for continued conduct of rail operations by Conrail over certain Belt Line rail properties pursuant to the terms and conditions of this Agreement; and

WHEREAS, the parties believe that Conrail's operation of certain Belt Line rail properties will enable Belt Line to carry out its obligations under its Charter, to the City of Philadelphia, and to other organizations entitled to benefit from its existence.

NOW, THEREFORE, the parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. PROPERTY SUBJECT TO THE AGREEMENT.

Belt Line hereby agrees to allow Conrail to operate, and Conrail agrees to operate, those railroad properties of Belt Line known as the Belt Line North and described in Exhibit "A" attached hereto and made a part hereof, together with all property used by

Belt Line in replacement of, or in substitution for, and all additions, betterments and improvements to, such property (hereafter the "Property"). Conrail shall have exclusive use of the Property during the term of this Agreement, subject, however, to operation of the Belt Line Principle, as hereinafter defined, and to the provisions of Section 8B and 8C below. For purposes of this Agreement, "Conrail" shall also include Norfolk Southern Railway Company and CSX Transportation, Inc., who will have the right to deliver and pull cars directly to and from customers located on the Property. Such cars will be included in the payment calculation to Belt Line. If, by application of the Belt Line Principle, another rail carrier is, or other rail carriers (excluding Norfolk Southern and CSX) are authorized to, operate over the Property, then the "COMPENSATION" due under this Agreement, as set forth in Section 4, and costs associated with "OPERATION, MAINTENANCE, AND IMPROVEMENTS", as set forth in Section 5, shall be reduced by an amount, or shared on a basis, proportionate to the other rail carriers' operations over the Property. Belt Line shall cause such *pro rata* share to be paid to Conrail upon presentation of quarterly invoices. The measure of use by each carrier under this provision shall be the percentage of each carrier's carload traffic as defined in Section 4A(2) below to the total carload traffic moving over the Property. This reduction in compensation and sharing of maintenance and improvement costs shall begin on the effective date of another rail carrier's authorized operation over the Property.

2. TERM OF AGREEMENT.

The initial term of this Agreement shall commence on the Agreement's Effective Date (as defined in Section 3 hereof) and shall terminate on December 31, 2028, unless sooner terminated in accordance with the provisions of this Agreement. This Agreement shall be renewed automatically for one ten (10) year period under the same terms and

conditions as set forth herein, unless Conrail, on or before June 30, 2028, delivers written notice to Belt Line of Conrail's decision to terminate this Agreement.

3. EFFECTIVE DATE.

This Agreement shall take effect as of January 1, 2014 (the "Effective Date"). Each calendar year during the initial term of this Agreement and any renewal term shall be deemed a "Contract Year."

4. COMPENSATION.

A. Conrail shall compensate Belt Line as follows under the Agreement:

(1) The Fixed Payment. Conrail shall pay Belt Line a fixed payment (the "Fixed Payment") for each Contract Year of the Agreement. The Fixed Payment shall be adjusted for each subsequent Contract Year, and the adjustment shall be effective as of January 1st of that Contract Year. For the initial Contract Year (2014), Conrail shall pay Belt Line the Fixed Payment of [redacted]. The Fixed Payment for each subsequent Contract Year will equal the Fixed Payment for the immediately preceding Contract Year multiplied by a factor, the numerator of which is the CPI (as defined below) for the December month for the immediately preceding Contract Year and the denominator of which is the CPI for the December month immediately preceding the December month used in the numerator. In the event the computed factor is less than [redacted], the Fixed Payment for the new Contract Year will be the same as the Fixed Payment for the immediately preceding Contract Year; in no event shall the amount of the Fixed Payment be adjusted downward from one Contract Year to the next.

(2) The Variable Payment. For each Contract Year, Conrail shall also pay Belt Line a variable payment (the "Variable Payment") on a per carload basis for all loads or revenue empties that originate, terminate or are switched intra-terminal on the

Property for customers located on or contiguous to the Property (including any carloads that may be delivered or originated by NS or CSX directly to or from the Property ("Carloads"). For the purposes of this Agreement, loaded or revenue empty intermodal platforms transported by rail to or from a terminal or from one terminal to another on the Belt Line North shall each be counted based upon the individual platforms and not upon the individual containers or trailers carried on the individual platforms. The Variable Payment shall be calculated by reference to a base rate (the "Base Rate") and a discounted rate (the "Discount Rate"). The Base Rate shall apply on a per carload basis for annual carload volume from 1 to 10,000 Carloads, provided that the number of Carloads exceeds 3,000 in the Contract Year in question. The Discount Rate shall apply on a per carload basis (i) to all annual Carloads in excess of 10,000 in the Contract Year in question or (ii) to all annual Carloads when annual carload volume does not reach 3,000 Carloads in the Contract Year in question. For the initial Contract Year (2014), the Base Rate shall be set at [redacted] per Carload and the Discount Rate shall be set at [redacted] per Carload. An example of this calculation is set forth in Exhibit "C" attached hereto and made a part hereof. The Base Rate and the Discount Rate shall be adjusted for each subsequent Contract Year and the adjustments shall be effective as of January 1st of that Contract Year. The Base Rate and the Discount Rate for each subsequent Contract Year shall be the rate in question for the immediately preceding Contract Year multiplied by a factor, the numerator of which is the CPI (as defined below) for the December month for the immediately preceding Contract Year, and the denominator of which is the CPI for the December month immediately preceding the December month used in the numerator. In the event the computed factor is less than 1.000, the Base Rate and the Discount Rate

for the new Contract Year will remain unchanged from the immediately preceding Contract Year; in no event shall the amount of the Base Rate or the amount of the Discount Rate be adjusted downward from one Contract Year to the next.

(3) Other. For each Contract Year, Conrail shall also pay Belt Line the amounts, and at the time, set forth in Section 4C of this Agreement.

C. Manner of Payment. The Fixed Payment shall be paid in equal monthly installments and shall be payable on the first day of each month in advance without demand or offset. The Variable Payment shall be computed through, and paid, without demand or offset, on a quarterly basis for, the quarters ending March 31st, June 30th, September 30th and December 31st in each Contract Year within thirty (30) days of the end of each quarter. If this Agreement terminates on a date other than December 31st, the Fixed Payment and the Variable Payment shall be payable on a *pro rata* basis through the date of termination. Catch up payments due to any lag in computing the annual CPI-based percentage shall be made promptly. If in any Contract Year the Carloads do not reach 3,000 for that Contract Year, then the fourth quarter payment shall be adjusted to reflect the change in the applicable per Carload rate. Catch up payments due to the Effective Date of this Agreement being earlier than the date the Agreement is executed shall be made promptly after execution of this Agreement by both Conrail and Belt Line.

D. "CPI" shall mean the CPI-U index (found, as of the Effective Date, at http://www.bls.gov/cpi/cpid1405.pdf, Table 24). In the event the CPI shall be discontinued, then the index most nearly the same as the CPI shall be used to make the adjustment calculations contemplated by this Section 4.

E. The amounts payable to Belt Line under this Section 4 shall not include,

and Conrail shall be solely responsible for, payment of the following:

(1) All taxes, assessments, and governmental charges, ordinary and extraordinary, which are imposed upon the Property.

(2) All sums payable by Belt Line under any agreements for the exclusive or nonexclusive use or right of use by Belt Line of any property of another person, firm, or corporation, which property shall be part of the Property subject to this Agreement.

F. Conrail shall be responsible, at its sole cost and expense (including fees for permits and similar documents), for obtaining all utility services that it requires or desires to operate on the Property, including the installation of meters and sub-meters if none exist. Conrail shall be responsible for all charges for utility services consumed by, and supplied to, Conrail by the provider thereof.

G. Except as otherwise provided in Sections 4, 5 and 8 of this Agreement, Conrail shall have no responsibility for any rents, charges, or any other compensation or assessments due on the Property.

5. OPERATION, MAINTENANCE, AND IMPROVEMENTS.

A. Conrail, at its own expense and without deduction from the payments made to Belt Line pursuant to Section 4, shall:

(1) Except as otherwise provided in this subparagraph and in Section 16, operate and maintain the Property (i) in good order, condition and repair, (ii) in the manner required by law, and (iii) in accordance with the terms of any existing mortgage or other agreement relating to any of the Property. The parties agree to conduct joint semi-annual inspections of the Property. Belt Line, at its discretion, reserves the right to conduct such other inspections of the Property as it deems appropriate.

(2) Make such additions, betterments, and replacements to the

Property as Conrail, in its discretion, may consider necessary or desirable. Conrail specifically agrees that it will undertake a rehabilitation and subsequent on-going maintenance of the infrastructure of the Belt Line North (from Allegheny Avenue to Frankford Creek) with a new passing siding from Castor to Lewis Streets to include new rail, ties, ballast, drainage, turnouts, grade crossings, and clean-up of the right-of-way. Conrail will provide Belt Line the opportunity to review and comment upon its plans for such rehabilitation and maintenance to a standard comparable to Conrail's current Port Richmond Industrial Track. This rehabilitation project has been estimated by Conrail to cost approximately $2.5 million and shall be completed within one (1) year following the date of execution of this Agreement by Conrail.

6. COVENANTS AND WARRANTIES.

A. Belt Line covenants and warrants as follows:

(1) That Belt Line has appropriate authority under its articles of incorporation and by-laws to enter into, execute, and perform all of its obligations under this Agreement and that it has adhered to all procedures and requirements contained in said articles of incorporation and bylaws prior to execution of this Agreement.

(2) That Belt Line will take all action, to the extent of its rights and powers and within its control, reasonably necessary to maintain and preserve its corporate existence and franchises, provided however, that if Belt Line, acting in accordance with its by-laws and articles of incorporation, enters into an arrangement to sell any of the Property, it will notify Conrail of the terms of such agreement. Conrail, within thirty (30) days of receiving such notification, shall notify the Belt Line in writing of its intent to purchase the Property and will have an additional forty-five (45) days to close on such purchase upon the terms which Belt Line has agreed to sell same to a third party. If Belt

Line should be dissolved and its assets liquidated, Conrail shall be accorded, to the extent Belt Line is empowered to do so, the same right of first refusal.

(3) That Belt Line will execute and deliver to Conrail all such instruments and documents as may be reasonably necessary for Conrail to operate on the Property.

(4) That execution and performance of its obligations under this Agreement by Belt Line will not violate any agreement binding on Belt Line.

(5) That Belt Line will not enter into any agreement or arrangement that precludes, reduces, or interferes with Conrail's effective use of the Property for rail operating purposes. This paragraph shall not be construed to prohibit any action of Belt Line required to carry out the Belt Line Principle, nor to prohibit leases, licenses, grants, and activities such as those permitted by Sections 8B and 8C of this Agreement.

(6) That Belt Line has no knowledge of any litigation pending or threatened, or any pending or outstanding Public Utility Commission or Municipal order(s), against Belt Line which would interfere with Conrail's use of the Property for rail operating purposes or require the expenditure of substantial monies in order to restore and rehabilitate one or more lines of the Property.

(7) The "Belt Line Principle" is defined as the requirement that Belt Line be operated (i) to benefit the trade and commerce of the City of Philadelphia, (ii) to provide full and equal facilities upon equal terms for all railroads which now or may hereafter enter the City to use the Belt Line's railroad, without discrimination or favoritism between them, and (iii) to assure that the Belt Line and its railroad are free from the exclusive control of any of the railroad companies that use it and will be controlled in the

interest of trade and commerce of the City of Philadelphia.

B. Conrail covenants and warrants as follows:

(1) That Conrail has appropriate corporate authority to enter into and execute this Agreement.

(2) That Conrail shall use the Property for, or in conjunction with, rail operations and will maintain said Property in good order, condition, and repair in a manner comparable to the maintenance standards of Conrail's Richmond Industrial Track as of the Effective Date, in a manner designed to preserve its functional usage and in accordance with applicable laws, regulations and the Belt Line Principle, subject however, to the provisions of Sections 5 and 16 of this Agreement.

(3) That Conrail shall not enter into any agreement or arrangement that precludes, reduces, or interferes with the implementation of the Belt Line Principle or Belt Line's ability to engage in the activities permitted by Section 8B and 8C of this Agreement.

(4) That, without the written consent of Belt Line, and except as otherwise expressly permitted by Section 8A of this Agreement, Conrail shall not assign or transfer this Agreement, or sublease any of the Property.

7. INSURANCE/INDEMNIFICATION.

Conrail shall, at its own expense and without deduction from the payments due Belt Line under Section 4 or Section 8, make its self-insurance and insurance coverages, in effect at the time this Agreement is executed, applicable to the Property. Conrail both self-insures and insures for liability exposures, consistent with or in excess of other comparable railroads and shall, at the time this Agreement is executed, provide Belt Line with a certification of its commercial excess liability insurance coverage. Further, with regard to

any such liabilities, Conrail agrees to indemnify and hold Belt Line harmless from all losses, damages, costs, and expenses which Belt Line may incur, or for which Belt Line or any Property may become liable, or which may be claimed against Belt Line or any Property by reason of this Agreement, or growing out of or arising in connection with this Agreement, or the use or operation of the Property, except to the extent such loss or damage is caused by the sole or gross negligence of Belt Line.

8. LEASES, LICENSES, AND OTHER AGREEMENTS.

A. Belt Line will, during the term of this Agreement, assign to Conrail all of its interest in the leases, licenses, and other agreements listed in Exhibit "B" attached hereto and made part hereof and has delivered to Conrail copies thereof. As long as those agreements remain in effect, Conrail shall be responsible for collecting the lease and license rental fees due under said agreements and shall, in turn, pay annually, on January 1st to Belt Line, the current rental amounts specified in these agreements as of the date this Agreement is executed. Conrail shall have the right to increase those rental charges, insofar as those agreements permit, and retain for itself all rental amounts in excess of the amount payable to Belt Line under the immediately preceding sentence. Except for agreements covered by Sections 8B and 8C of this Agreement, Conrail shall be responsible for negotiating new lease and license agreements (similar in kind as to those types listed in Exhibit "B" and in distinction to the types listed in Section 8B hereof) with any party not now covered by an existing agreement and shall retain all lease and/or license rentals received under such new agreements. In the event Conrail does not exercise its right to terminate the Agreement under Section 2, then, starting as of the 16th Contract Year, Belt Line shall be entitled to the then current rental amounts specified in the agreements referenced in Exhibit "B" hereto and the then current rental

amounts specified in any agreements Conrail has negotiated since the Effective Date of this Agreement.

B. Nothing in this Agreement shall prevent Belt Line from leasing or licensing portion(s) of the Property for signs, fiber optics, pipelines, cell towers, billboards, or any other ancillary business or non-railroad use which rights and revenues from such rights the Belt Line shall retain for its exclusive use, provided that it (a) notifies Conrail, (b) supplies summaries of the agreements to Conrail, (c) furnishes Conrail with certificates of liability insurance, naming Conrail as an insured, in the amount of $3 million combined single limit for liability and/or property damage, and (d) requires that the installation, use and maintenance of same not unreasonably interfere with rail operations over the Property or the maintenance thereof.

C. Nothing in this Agreement shall prevent Belt Line from engaging in its own industrial development efforts on or about, or in connection with, the Property, and Conrail will work cooperatively with Belt Line to develop opportunities to increase rail traffic to and from customers located on Belt Line's railroad, including but not limited to the parties jointly or separately (upon prior notice to the other party) applying for grant and/or other public funding opportunities.

9. DEFAULT.

The following events shall be deemed events of default by Conrail:

A. Failure to make any of the payments due Belt Line by Conrail pursuant to Sections 4 and 8 when due and payable;

B. Failure to perform, in whole or in part, any other covenant or obligation specified in this Agreement;

C. Any assignment or transfer or attempted assignment or transfer of the

Property or of this Agreement, or any sublease or attempted sublease of Property, except as otherwise expressly permitted by Section 8A of this Agreement, without the written consent of Belt Line; or

D. Without first obtaining the written consent of Belt Line, any filing of, or attempt to file, this Agreement with the Surface Transportation Board ("STB").

If any of the foregoing events of default occur, Belt Line shall provide Conrail with written notice of said default and give Conrail thirty (30) days from the date of receipt of Belt Line's notice to cure such default, or if such default cannot be cured within thirty (30) days, then Conrail shall use all reasonable efforts to complete such cure as soon as practicable. If such default is not cured by Conrail, Belt Line may, by written notice, declare this Agreement terminated and retake possession and operation of the Property, which Conrail shall promptly vacate and surrender upon such an occurrence. Termination of this Agreement by Belt Line, as provided herein, shall not relieve Conrail of any of its obligations which occurred or arose prior to the termination hereof.

10. FURNISHING OF INFORMATION.

The accounts kept by either Belt Line or Conrail relating to the Property, to this Agreement, or to the rail operations over the Property shall be subject to inspection and examination by officers or agents of either party hereto, and each party agrees to furnish to the other party such information relating to its maps, accounts, income, receipts, expenditures, obligations and any other documents as may reasonably be requested as necessary to determine compliance with the parties' respective obligations under this Agreement. Conrail and Belt Line shall each have the right to inspect and make copies of any and all documents each reasonably deems necessary to perform its obligations under this Agreement. Conrail shall, during each year that this Agreement

is in effect, advise Belt Line within thirty (30) days of the end of each quarter of the number of Carloads handled hereunder for the purpose of computing the quarterly per carload payments to Belt Line.

11. RECORDATION.

Conrail shall have the right to record this Lease with the City of Philadelphia's Department of Records.

12. REGULATORY APPROVAL

It is the understanding of the parties that any Conrail operations under this Agreement do not require approval by the STB nor will any STB approvals be sought for Conrail to operate pursuant to this Agreement. Moreover, in no event shall Conrail seek approval of this Agreement with the STB without first obtaining written consent of the Belt Line.

13. EXPIRATION/TERMINATION OF AGREEMENT.

Upon expiration or termination of this Agreement, Conrail shall peaceably give up and surrender to Belt Line possession of the Property. If Conrail or any other party claims that it cannot surrender operation of the Property without regulatory approval from the STB, then Conrail shall, at Conrail's sole cost and expense, submit all necessary applications, petitions and/or notices to the STB or any successor agency, and will make when and where due all related ancillary submissions (including but not limited to environmental reports), required to effectuate a termination of this Agreement and a discontinuance of Conrail's operations hereunder. Such applications, permits and notices, if required, will be filed promptly and taken in sufficient time to, in good faith, request the STB that said filing be effective on the termination or expiration date of this Agreement. In the event that Conrail fails to make such filings in a timely manner, Belt

Line may make such filings as may be appropriate to effectuate discontinuance of Conrail's operations of the Property, with Conrail being responsible for all costs (including but not limited to filing fees and reasonable attorney fees) incurred by Belt Line in making such filings. In the event Belt Line makes such filings, Conrail will not oppose the relief requested in Belt Line's filings. Upon expiration or earlier termination of this Agreement, Belt Line or another party appointed by Belt Line, shall have the right to enter onto and operate the Property during the pendency of any required regulatory proceedings. Nothing in Paragraph 13 will preclude Conrail or any other party from invoking the Belt Line Principle upon expiration or earlier termination of this Agreement.

14. ARBITRATION.

A. With the exception of any dispute specifically related to whether or not Conrail has common carrier rights regulated by the STB, any which such issue shall not be arbitrable, if, during the term of this Agreement, any dispute should arise between the parties regarding the interpretation, application, or enforcement of any of the terms of this Agreement, and such dispute cannot be resolved by the parties within thirty (30) days after either party notifies the other of its desire to arbitrate the dispute, then the dispute shall be settled by arbitration in accordance with the then current commercial arbitration rules of the American Arbitration Association. For arbitration, a panel of three arbitrators shall be named, one to be selected by each of the parties and one to be selected by the other two arbitrators. If the two arbitrators cannot agree upon the third arbitrator within fifteen (15) days, then either party may apply to the American Arbitration Association for appointment, in accordance with its procedures, of the third arbitrator. In the alternative, the parties may agree on a sole arbitrator.

B. Each party hereby consents to the entry of a judgment of any court of competent jurisdiction in accordance with the decision of the arbitration panel. No change in the rules of arbitration shall deprive any party of the right to be represented by counsel, to present evidence, and to cross-examine witnesses presented by the other party in any arbitration proceeding arising out of this Agreement.

C. The arbitrators shall have no power to modify any of the provisions of this Agreement, and their jurisdiction is limited accordingly. The decision of the arbitrators shall be rendered within ninety (90) days after the matter has been submitted.

D. Each of the parties shall be responsible for the expenses incurred by the arbitrator appointed by said party, and the expenses, fees, and cost of the third arbitrator, or sole arbitrator, shall be borne equally between the parties.

E. With the exception of any filings related to the issue of Conrail's common carrier rights before the STB, during the pendency of any such arbitration, neither party shall make any filings with the STB respecting the subject matter of said arbitration. Further, should any matter be pending before the STB that thereafter becomes subject to an arbitration hereunder, and such matter is a proper matter for arbitration under this Agreement, the parties mutually agree to jointly request the STB to stay any such STB proceeding.

14. NOTICE.

Every notice, approval, consent, or other communication desired or required under this Agreement shall be effective only if the same shall be in writing and sent postage prepaid by United States registered or certified mail (or a similar mail service available at the time), directed to the below named individual for the other party at the indicated address, or such other person or address as either party may designate by notice

given as aforesaid from time to time.

To Conrail:

Vice President and Chief Legal Officer
1717 Arch Street, Suite 1310
Philadelphia, PA 19103

To Belt Line:

James Turcich
Philadelphia Belt Line Railroad Company
325 Chestnut Street - Suite 1308
Philadelphia, PA 19106

Mailing Address Only:
James Turcich
Philadelphia Belt Line Railroad Company
P.O. Box 40028
Philadelphia, PA 19106-0028

15. SUCCESSORS AND ASSIGNS.

Except as otherwise provided in this Agreement, the covenants and agreements herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

16. FORCE MAJEURE.

If the Property becomes inoperable, in whole or in part, and cannot be used for railroad purposes due to a Force Majeure Event (as defined below), Conrail's obligations under this Agreement to perform rail operations over that portion of the Property rendered inoperable shall be suspended during the period that such rail operations cannot be performed. In the event of such an occurrence, the fixed annual payment shall be reduced, on a *pro rata* basis, by the length of time that the Force Majeure Event results in suspension of rail operations over the affected portion of the Property.

If the damage caused by a Force Majeure Event is of such magnitude that the cost

to Conrail of making the necessary repair and restoration would, when considered in light of existing traffic moving to and from shippers and receivers located on Property, make Conrail's entire operation over the Property uneconomical, then Conrail shall have the right to discontinue operations over Property and terminate this Agreement.

If Conrail undertakes to restore any or all of the Property to usable condition, Conrail shall use due diligence to eliminate any Force Majeure Event and resume normal railroad operations over Property, and any failure by Conrail to use due diligence in such circumstances shall not suspend Conrail's obligations under this Agreement nor result in suspension of the duty to make the payments required by Section 4 of this Agreement.

Any dispute arising under the force majeure provisions of this Section 16 shall be settled by arbitration, as provided in Section 13.

The following are defined as "Force Majeure Events": Acts of God, including floods, storms, earthquakes, hurricanes, tornadoes, or other severe weather or climatic conditions; Act of public enemy, war, blockade, insurrection, labor dispute, vandalism or sabotage; fire, accident, wreck, derailment, washout, or explosion; and government order or law.

17. ENTIRE AGREEMENT.

The entire agreement between the parties is set forth in this Agreement, and there are no understandings, agreements, or representations of any kind between the parties, verbal or otherwise, other than as set forth in this Agreement. No change, amendment, or modification of any of the covenants, terms or provisions hereof shall be valid unless said change, amendment, or modification is in writing, is signed by the parties hereto, and expressly states that it is being executed pursuant to this Section 17 of this Agreement.

18. SECTION HEADINGS.

Section headings have been set forth in this Agreement merely for the convenience of the parties and shall not be used or referred to in construing or interpreting any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf.

Attest:

The Philadelphia Belt Line Railroad Company

James T Tuscak

Assistant Secretary

Charles E. Mitchell III

President

Dated: October 17, 2014

Attest:

Consolidated Rail Corporation

Elizabeth Mfay

Assistant Secretary

Jonathan M Broch

Vice President and Chief Legal Officer

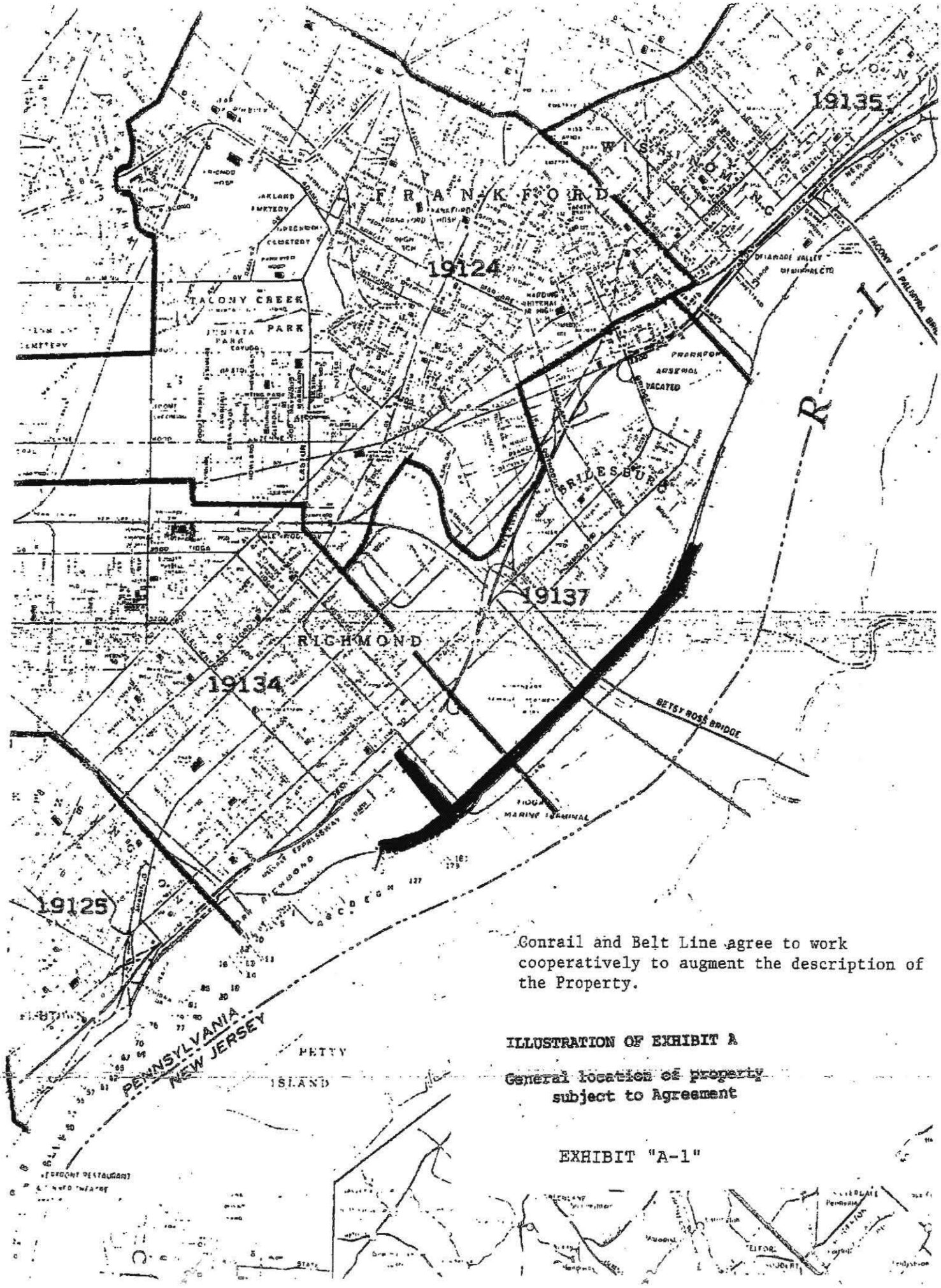
Dated: October 17, 2014

EXHIBIT "A"

[

The Philadelphia Belt Line Railroad Company ("Belt Line") property subject to the Operating Lease Agreement shall consist of all Belt Line rail related property (including rail right-of-way, track infrastructure, buildings and other real and personal property) within the current Belt Line North right-of-way located in the Bridesburg Section of Philadelphia, commencing at Engineering Station 0+0 at the South House Line of Allegheny Avenue, extending in a general Northeasterly direction along the West side of relocated Delaware Avenue, and then extending in and along Carbon Street (not opened) to its intersection with Buckius Street at Engineering Station 110+00, the latter being the point of delivery of traffic to the Rohm and Haas Plant. All Belt Line property (including land, buildings and other real and personal property, but not track) within the Belt Line right-of-way extending in a northeasterly direction from Buckius Street at Engineering Station 110+00 to a point 130 feet + southwest of the extension of the South House Line of Locust Street (A.K.A. Kennedy Street) at Engineering Station 140+35 shall also be subject to this Agreement. The tracks within this latter segment are subject to Lease Agreements dated October 31, 1977, August 14, 1973 and January 6, 1967 between the Belt Line and Rohm and Haas Company, with the Belt Line's interest in these agreements being assigned to Conrail. The attached map depicts the relative location of the property subject to this Agreement.

Note: There are two existing high stand billboards located on land excluded from the Property on the second track right-of-way north of Frankford Creek on either side of the Betsy Ross Bridge.



Conrail and Belt Line agree to work cooperatively to augment the description of the Property.

ILLUSTRATION OF EXHIBIT A

General location of property subject to Agreement

EXHIBIT "A-1"

PENNSYLVANIA BELTLINE EXISTING AGREEMENTS/LESSEES

EXHIBIT B

CR REGISTRY #	PBL AGMT #	NAME	DATE	AMOUNT
288614	1264-21	BELL TELEPHONE	7/15/1941	$ [redacted]
288653	1343-1	PHILADELPHIA ELECTRIC	8/12/1949	$ [redacted]
288662	1361-2	PHILADELPHIA GAS WORKS	9/22/1972	$ [redacted]
288678	1418	ROHM & HAAS	6/4/1963	$ [redacted]
288679	1419	ROHM & HAAS	6/4/1963	$ [redacted]
288680	1420	ROHM & HAAS	6/24/1963	$ [redacted]
288684	1436-A	ROHM & HAAS	1/6/1967	$ [redacted]
288685	1436-D	ROHM & HAAS	8/14/1973	$ [redacted]
288686	1453	PHILADELPHIA GAS WORKS	5/16/1968	$ [redacted]
288695	1477	ALLIED CHEMICAL COMPANY	2/1/1973	$ [redacted]
288696	1477-1	ALLIED CHEMICAL COMPANY	7/3/1973	$ [redacted]

TOTAL $ [redacted]

EXHIBIT C

CARLOAD RENT CALCULATION

CARLOADS = X		
IF	X < 3,000	DISCOUNT RATE APPLIES (if annual CLs do not exceed 3000)
IF	1 < X < 10,000	BASE RATE APPLIES
IF	X > 10000	BASE RATE APPLIES TO 10,000, DISCOUNT RATE APPLIES TO THE AMOUNT OVER 10,000

DISCOUNT RATE = [redacted]
BASE RATE = [redacted]

CARLOADS = X		
IF	X < 3,000	[redacted] x CARLOADS (if annual CLs do not exceed 3000)
IF	1 < X < 10,000	[redacted] x CARLOADS
IF	X > 10000	[redacted] x 10,000 + [redacted] x (CARLOADS >10,000)

Examples of each scenario (using rates for 2014):

CARLOADS = 1,477		
IF	**X < 3,000**	**[redacted] x 1,477 = [redacted] (annual CLs did not exceed 3000)**
IF	1 < X < 10,000	[redacted] x CARLOADS
IF	X > 10,000	[redacted] x 10,000 + [redacted] x (CARLOADS - 10,000)

CARLOADS = 6,903		
IF	X < 3,000	[redacted] x CARLOADS
IF	**1 < X < 10,000**	**[redacted] x 6,903 = [redacted]**
IF	X > 10,000	[redacted] x 10,000 + [redacted] x (CARLOADS - 10,000)

CARLOADS = 12,677		
IF	X < 3,000	[redacted] x CARLOADS
IF	1 < X < 10,000	[redacted] x CARLOADS
IF	**X > 10,000**	**[redacted] x 10,000) + ([redacted] x 2,677) = [redacted]**

Note: Base rate will apply until 4th Quarter determination of whether annual volume will be below 3000 carloads. If so, adjustments to base rate made in 4th Q payment.

Base and Discount rates are subject to annual escalation described in lease agreement

CERTIFICATE OF SERVICE

I hereby certify that a true copy of The Philadelphia Belt Line Railroad Company's Reply to Richmond Waterfront Industrial Park, LLC's Opening Statement, served October 15, 2024, in the above-captioned proceeding was served by first-class mail, postage prepaid, or by a more expeditious manner, this 6th day of December 2024, on all Parties of Record.

/s/ William A. Mullins

William A. Mullins
Attorney for Philadelphia Belt Line Railroad Company