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CHARGE
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11-11-85

CERC 59162 09618 40 61 ACH

DEED

THIS DEED IS MADE BY AND BETWEEN

CONSOLIDATED RAIL CORPORATION

("Grantor"), a Pennsylvania corporation,
whose address is Six Penn Center,
Philadelphia, Pennsylvania 19103

AND

THE STATE OF NEW JERSEY

("Grantee"), acting by and through the Commuter
Operating Agency of the New Jersey Department of
Transportation, having an office at McCarter Highway
and Market Street, Newark, New Jersey 07101.

THIS DEED is executed and delivered pursuant to the Regional
Rail Reorganization Act of 1973 (Public Law 93-236, 87 Stat.
985), as amended ("Act"). The rail properties conveyed by this
Deed were (1) designated by the United States Railway Association
("Association") pursuant to Section 206(c)(1)(D) of the Act for
purchase or lease from the Grantor by the Grantee; (2) certified
by the Association, pursuant to Section 209(c) of the Act, to the
Special United States District Court established pursuant to
Section 209(b) of the Act, for transfer to Grantor; and (3)
conveyed to Grantor pursuant to the Act and the Final System Plan
issued by the Association pursuant to the Act ("Final System
Plan").

NOW THEREFORE, pursuant to the Act and the Final System
Plan, the Grantor hereby conveys to the Grantee:

A. All of the Grantor's right, title and interest, legal
and equitable, in and to the real property located in the COUNTY
OF MERCER, STATE OF NEW JERSEY as described in Exhibit A attached
to this Deed as a part hereof, together with all of the
appurtenances, hereditaments, franchises, ways, waters, minerals,
rights, privileges, improvements, fixtures, licenses, leaseholds,
reversions, easements, rights under operating, trackage and joint
facility agreements, rents, issues, profits and other interests
and items belonging to or in any way appertaining to such real

COUNTY OF MERCER
CONSIDERATION _____
REALTY TRANSFER FEE *exempt*
DATE *11-15-84* BY *DW*

THIS INSTRUMENT PREPARED BY:

Andrew M. Mancini
Andrew M. Mancini
Consolidated Rail Corporation
Room 901, 1528 Walnut Street
Philadelphia, PA 19102

RETURN TO:
Title Bureau
Department of Transportation
1035 Parkway Avenue
CN 600
Trenton, NJ 08625

23765

FILED
MAR 5 1985
JANE BURGIO
Secretary of State
23-5-85

property, including (without limitation) the same easements and rights with respect to the real property reserved and excepted from the conveyance to Grantor by Grantor's immediate predecessor in title as Grantor received with respect thereto under said conveyance, as well all real property items that would properly be recorded in Accounts 1 through 45 and 90 of the Property Accounts prescribed by the Interstate Commerce Commission for Railroad Companies in its Uniform System of Accounts, 49 C.F.R. Part 1201, to the extent that such interests and items belong or in any way appertain to such real property, except as those interests and items belong or appertain to the real property hereinafter reserved and excepted.

B. 1. The easements and rights to use, operate, maintain, repair, renew, replace and remove on, under, over and across the real property conveyed to Grantor pursuant to the Act but not conveyed to Grantee hereby ("Grantor's Burdened Property"), any and all lines, poles, pipes, appliances, equipment, structures, facilities and appurtenances (each an "Easement Item") existing on and used or useful as of the date of delivery of this Deed as a part of any railroad communication, signal or interlocker system or as a part of any electric, telephone, telegraph, water, gas, steam, sanitary sewer, storm sewer or other utility system, together with the easement of reasonable access over the Grantor's Burdened Property to permit the exercise of the foregoing easements and rights, and the easement for lateral support of the real property conveyed by this Deed.

2. The easements and rights for the specific uses, if any, (each an "Easement Item") particularly described in Exhibit B attached to this Deed as a part hereof, if any, and burdening a certain portion of the Grantor's Burdened Property.

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

4. If the location of any Easement Item would interfere with any proposed use or sale of any part of the Grantor's

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

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

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

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

EXCEPTING THEREOUT AND THEREFROM, HOWEVER:

C. The real property described in Exhibit B attached to this Deed as a part hereof, if any.

AND RESERVING AND EXCEPTING THEREOUT AND THEREFROM, HOWEVER, TO GRANTOR:

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

2. The easements and rights for the specific uses, if any, (each an "Easement Item") particularly described in Exhibit

B to this Deed, if any, and burdening a certain portion of Grantee's Burdened Property.

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

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

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

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

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

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

TO HAVE AND TO HOLD the real property and the easements and rights hereby conveyed to the Grantee, free and clear of any liens and encumbrances insofar as said real property, easements and rights were conveyed to Grantor so free and clear by Grantor's immediate predecessor in title or interest therein, BUT SUBJECT, HOWEVER, to (i) those easements and rights reserved and excepted pursuant to Paragraph D, (ii) all existing licenses, easements, leases (other than those which may have been created to secure payment of a financial obligation), and operating, trackage right and joint facility agreements, including limitation) the easements, rights and benefits reserved by Grantor's predecessor in title, and (iii) Operating Rights Grants, if any, from the Grantor to a third party conveyed pursuant to the Act and identified in Exhibit B to this Deed.

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

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

By acceptance of this Deed, the Grantee (a) agrees to perform each of the obligations imposed on the Grantee by the terms of this Deed, (b) assumes and agrees to perform and observe all obligations and conditions on the part of the Grantor or the Grantor's predecessor in title to be performed or observed that arise or accrue after the date of this Deed under all licenses, easements, leases (other than those which may have been created to secure payment of a financial obligation) and operating, trackage right and joint facility agreements (subject, however, to the terms thereof) which are conveyed by this Deed and under those to which this conveyance is made subject, provided that the Grantee assumes no obligation or liability that arises after the

date of this Deed out of any event, act or failure to act tht occurred prior therto and, where an obligation or liability is related to a period which is both before and after such date, the Grantee assumes only that portion of the obligation or liability which is reasonably allocable to the part of the period after such date, and (c) agrees to indemnify, defend and hold harmless the Grantor against all losses, claims or damages that the Grantor may suffer or be required to pay by reason of the Grantee's failure to perform as and when required, the obligations hereby assumed. Concurrently with the delivery of this Deed, the Grantee is delivering to the Grantor a separate instrument executed by the Grantee acknowledging receipt and acceptance of this Deed and affirming the provisions of this paragraph.

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

This conveyance is made without covenants of title or any warranties express or implied.

The words "Grantor" and "Grantee" used herein shall be deemed to include in all cases the successors and assigns of the respective parties.

The effective date of this Deed is April 1, 1976.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed as of the *15th* day of *June*, 198*4* in its corporate name by Lawrence A. Huff, its Assistant Vice-President, attested to by *Judith Coleridge*, its Assistant Secretary, and its corporate seal to be hereunto affixed, and does hereby appoint said Lawrence A. Huff, its Assistant Vice-President, its true and lawful attorney-in-fact for it and in its name to acknowledge and deliver this Deed as its act and deed.

CONSOLIDATED RAIL CORPORATION

By: *Lawrence A. Huff*
Lawrence A. Huff
Assistant Vice-President *AM*

Attest: *Judith Coleridge*
Judith Coleridge
Assistant Secretary

(CORPORATE SEAL)

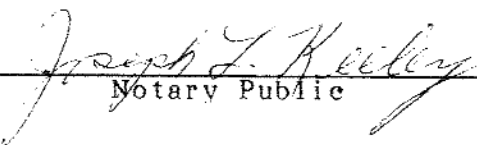
Commonwealth of Pennsylvania:

: ss.

County of Philadelphia :

On this, the *26th* day of *June*, 1984, before me, the undersigned officer, personally appeared Lawrence A. Huff, who acknowledged himself to be an Assistant Vice-President of Consolidated Rail Corporation a corporation, and that he as such Assistant Vice-President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Assistant Vice-President.

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


Notary Public

JOSEPH L. KEILEY
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires February 3, 1986

EXHIBIT A

TO THE DEED BY AND BETWEEN

FAIRFAX LEARY,

AS TRUSTEE OF THE PROPERTY OF

THE UNITED NEW JERSEY RAILROAD AND CANAL COMPANY, DEBTOR

AND

CONSOLIDATED RAIL CORPORATION

DESCRIPTION OF REAL PROPERTY

LOCATED IN

County of Mercer, State of New Jersey

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

This Exhibit A consists of pages A-1 through A-2 inclusive.

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

Such line originates in the County at Princeton Junction, in West Windsor Township, connecting to another line of railroad known as the Penn Central New York-Philadelphia Main Line, passes over Bear Brook, through Penns Neck, and over the Delaware and Raritan Canal, passing through Princeton Township, and terminates in the County in Princeton Borough.

The line of railroad described herein is identified as Line Code 1424 in the records of the United States Railway Association.

EXHIBIT B

TO THE DEED BY AND BETWEEN

FAIRFAX LEARY,

AS TRUSTEE OF THE PROPERTY OF

THE UNITED NEW JERSEY RAILROAD AND CANAL COMPANY, DEBTOR

AND

CONSOLIDATED RAIL CORPORATION

DESCRIPTION OF REAL PROPERTY

LOCATED IN

County of Mercer, State of New Jersey

RESERVED AND EXCEPTED BY THE GRANTOR

Each map referred to in this Exhibit B bears the Document Number which appears hereon. A copy of each map is on file in the office of the United States Railway Association and a copy of each map has been certified by the United States Railway Association to the Special Court and filed in the office of the Clerk of the Special Court in the United States District Courthouse in Washington, D.C.

The United States Railway Association has delivered a copy of each such map to both the Grantor and the Grantee and has certified on each such copy that it is a true copy of the map filed in the office of the Clerk of the Special Court.

This Exhibit B consists of pages B-1 through B- 4 inclusive.

ALL THAT PARCEL of land situate in the Township of West Windsor, County of Mercer, and State of New Jersey, and being designated Parcel Nos. NJB100D27, NJB100D39, and NJB100D54, on Railroad Valuation Map No. 370-8377-25-1-2 as revised to December 31, 1961, and being all of the land of the United New Jersey Railroad and Canal Company, as shown on the Map, which is described as follows:

PARCEL 1:

BEGINNING at a point on the north line of Vaughn Drive, at the east end of said road and being at the end of a curve having a 50 foot radius, said point being also the northwest corner of the State of New Jersey parking lot at Princeton Junction R.R. Station; thence running northerly from said point along the easterly line of lands of Joseph and Sylvia Nichols, the following three (3) courses and distances: North 30 degrees 59 minutes 04 seconds East, a distance of 452.96 feet (to a capped pin): North 25 degrees 43 minutes 13 seconds West, a distance of 336.60 feet (to a concrete monument): North 19 degrees 55 minutes 13 seconds West, a distance of 629.63 feet to a point in the general centerline of Bear Brook; thence easterly along the centerline of Bear Brook, North 57 degrees 16 minutes 52 seconds East, a distance of 257.47 feet as measured in a straight line to a point (and steel pin) in the centerline (north and south) of a certain arched bridge over Bear Brook, said point also being on the centerline of the Princeton Branch of the former U.N.J.R.R.&C. Co. 66 foot right of way; thence running easterly from said point, North 55 degrees 21 minutes 30 seconds East, a distance of 33.00 feet to a point; thence running southerly along the easterly line of said right-of-way, South 34 degrees 38 minutes 30 seconds East, a distance of 1349.73 feet to a point of curvature; thence along said curve bearing to the left, having a radius of 319.18 feet and a length of 507.87 feet and a delta angle of 91 degrees 10 minutes to a point; thence North 54 degrees 11 minutes 30 seconds East, a distance of 173.96 feet to a point; thence South 35 degrees 48 minutes 30 seconds East, a distance of 138.00 feet to a point on the west line of Station Drive (formerly Hey Street); thence along the west line of Station Drive, South 54 degrees 11 minutes 30 seconds West, a distance of 330.00 feet to a point on the west end of said road; thence east along the south end of said road, South 81 degrees 38 minutes 30 seconds East, a distance of 47.36 feet to the east line of said road; thence continuing along the east line of Station Drive, North 54 degrees 11 minutes 30 seconds East, a distance of 163.23 feet to a point; thence South 25 degrees 23 minutes 30 seconds East, a distance of 94.45 feet to a point; thence South 45 degrees 32 minutes 38 seconds West, a distance of 108.11 feet to a point; thence South 35 degrees

45 minutes East, a distance of 56.00 feet to a point, said point being distant 28.0 feet north and at right angles to the centerline of the former U.N.J.R.R.&C. Co. right-of-way; thence running westerly and parallel with said right-of-way, South 54 degrees 15 minutes West, a distance of 980.00 feet to a point; thence North 35 degrees 45 minutes West, a distance of 47.00 feet to a point in the easterly line of the lands of Princeton Research Lands, Inc.; thence continuing along said line, on a curve bearing to the left, having a radius of 572.65 feet, a length of 359.14 feet, a chord of North 19 degrees 49 minutes 24 seconds East, a distance of 353.28 feet to a point on the southerly line of the lands of the State of New Jersey (parking facility, Princeton Junction Station); thence running east, north and west around said lands, the following courses and distances: South 72 degrees 46 minutes 53 seconds East, a distance of 208.93 feet to a point of curvature; thence along said curve bearing to the left, having a radius of 85.00 feet, a length of 78.58 feet, and a delta angle of 52 degrees 58 minutes 07 seconds to a point thence North 54 degrees 15 minutes East, a distance of 135.98 feet to a point of curvature; thence along said curve bearing to the left, having a radius of 60 feet, a length of 133.03 feet and a delta angle of 127 degrees 01 minute 53 seconds to a point; thence North 72 degrees 46 minutes 53 seconds West, a distance of 670.50 feet to a point of curvature; thence along said curve bearing to the left, having a radius of 107 feet, a length of 62.27 feet and a delta angle of 33 degrees 20 minutes 38 seconds to a point; thence South 73 degrees 52 minutes 29 seconds West, a distance of 202.64 feet to a point of curvature; thence along said curve bearing to the right, having a radius of 540 feet, a length of 69.50 feet and a delta angle of 7 degrees 24 minutes 59 seconds to a point of compound curvature; thence along said curve, bearing to the right, having a radius of 20 feet, a length of 11.00 feet, and a delta angle of 31 degrees 32 minutes 12 seconds to a point of reverse curvature; thence along said curve, bearing to the left, having a radius of 40 feet, a length of 19.82 feet, and a delta angle of 28 degrees 23 minutes 30 seconds to a point of reverse curvature; thence along said curve, bearing to the right, having a radius of 532 feet, a length of 86.38 feet, and a delta angle of 9 degrees 18 minutes 10 seconds to a point of tangency; thence North 86 degrees 15 minutes 40 seconds West a distance of 45.73 feet to the point and place of beginning.

THE above described parcel is identified in the records of the United States Railway Association as Line Codes 1401-47.0 and 1424-0.0.

Situate in the County of Mercer, State of New Jersey, and being part of The United New Jersey Railroad and Canal Company's line of railroad which is known as the Penn Central Princeton Branch, and is described in Exhibit A of this Deed, and is identified as Line Code 1424-0.0 in the records of the United States Railway Association; and being all of the real property in the County lying in, under, above, along, contiguous to adjacent to said line of railroad except the following described part or parts thereof:

Situate in the County of Mercer, State of New Jersey, and being part of The United New Jersey Railroad and Canal Company's line of railroad which is known as the Penn Central Princeton Branch, and is described in Exhibit A of this Deed; and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to that part of the line of railroad which lies beyond and initially northwesterly of the following described lateral cut line:

Beginning at a point on the northeastern property line of said Railroad opposite Station 15 + 10, of the track with Line Code 1424;

Thence, southwestwardly 68 feet, more or less, at right angles, to said property line to a point 40 feet southwestwardly from the centerline of said track of Line Code 1424, as it was located on December 1, 1975;

Thence, northwestwardly 810 feet, more or less, to said centerline to an angle point on the southwestern property line of said Railroad, the point of ending, as shown on Railroad Valuation Map No. V-2.2/39A, as revised to December 31, 1963.

The part of the line of railroad described herein begins at the lateral cut line near Princeton Junction, and extends to the end of the line near Princeton Borough.

The lateral cut line is identified as Line Code 1424-0.0 in the records of the United States Railway Association.