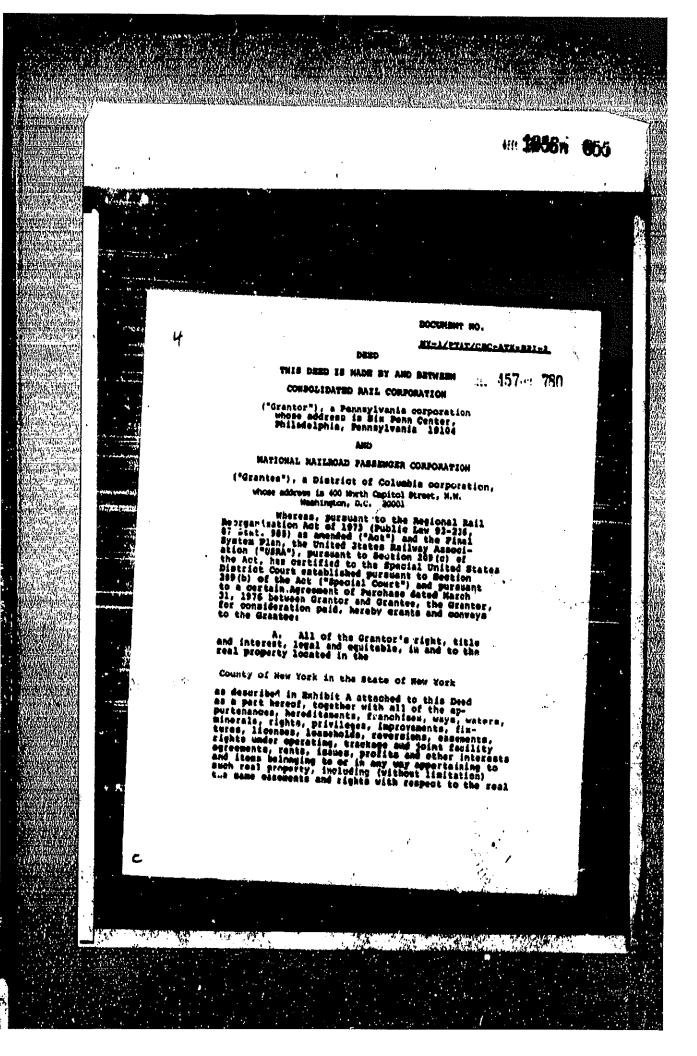
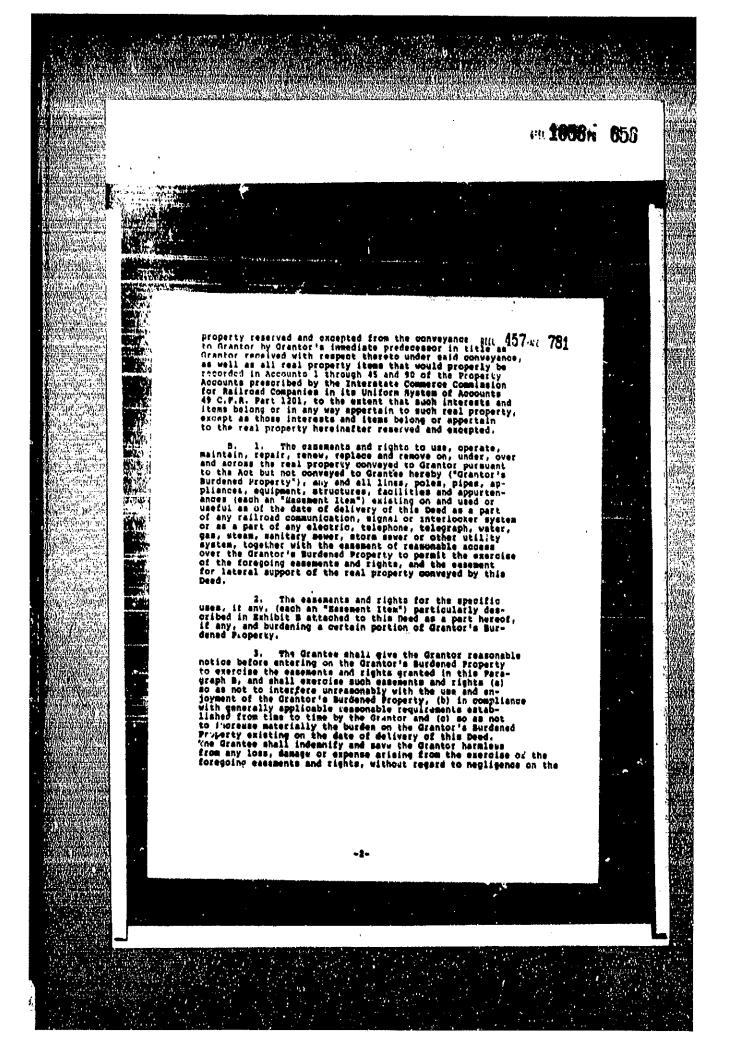
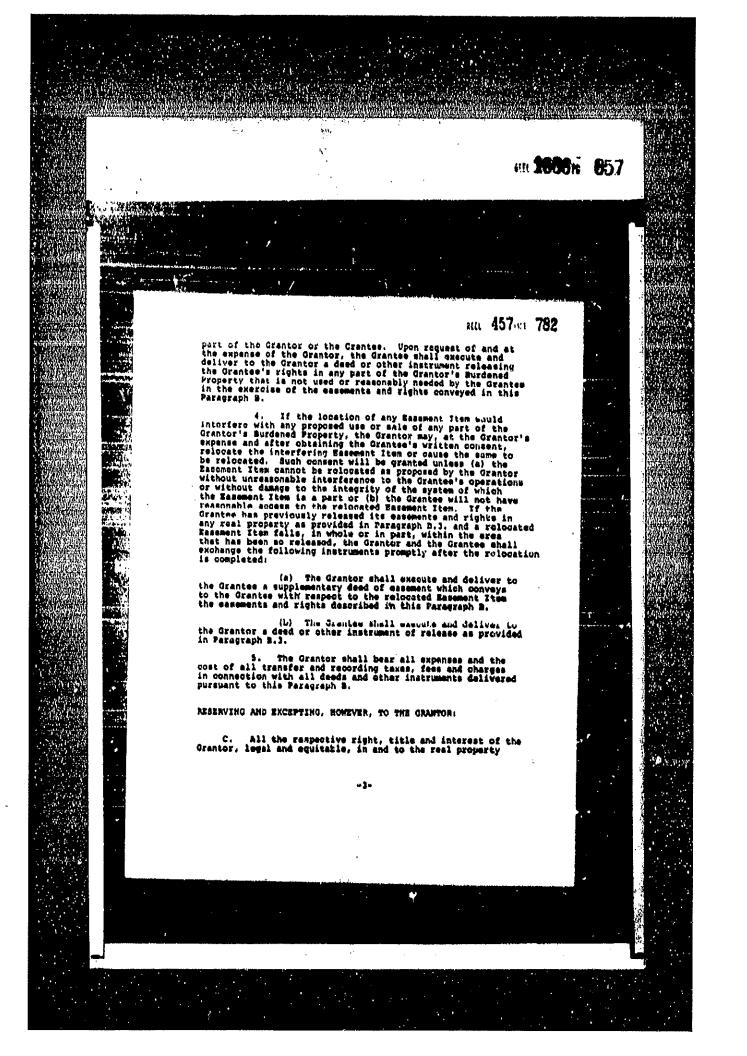
EXHIBIT A







un 1000n 658 an. 457ave 783 described in Exhibit # Attached to this Devi as a part hursof, if any, hut subject, hnwaver, to the essements and rights conveyed pursuant to Paragroph 8 above. D. 1. The easements and rights to use, operate, Humitain, repair, renew, replace and rumove on, under, over and across the real property conveyed by this Deed ("Grantee's Burdened Property"), any and all lines, poles, pipes, appli-ances, 'quipment, structures, facilities and appurtenances ("Grantee's and "Essement Itom") existing on and used or useful as of the date of delivery of this Deed as a part of any reilroad communication, signal of interlocker system or as a part of any selectric, telephone, telegraph, water, gas, steam, sanitary sever, storm sever or other utility system, together with the massment of responsible access over the Grantee's Buildened Property to permit the essentiae of the foregoing ensements and rights, and the essent for lateral support of the real property reserved and excepted from this conveyance. 2. The essenants and rights for the specific uses, if any, (each an "Essenant Item") particularly described in Exhibit B to this Dued, if any, and burdening certain real property conveyed by this Deed. And property conveyed by this beed. 3. The Grantor shall give the Grantee reasonable notice before entering on the Grantee's Burdened Property to exercise the easements and rights reasonable easements and rights (a) so as not to interfere unreasonably will like use and enjoymant of the Grantee's Burdened Property, (b) in compliance with generally epplicable 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 Grentor shall indemnify and save the Grantee exercise of the Toregoing 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 Grentor shall execute and dailver to the Grantee, the Grentor shall execute and dailver to the Grantee a deed or other instrument releasing the Grantor's rights in any part of the Granter's Burdened Property that is not used or reasonably needed by the Grantor in the exercise of the Granteer assessed of the Grantor in the date is not used or reasonably needed by the Grantor in this Paragraph D. - 6

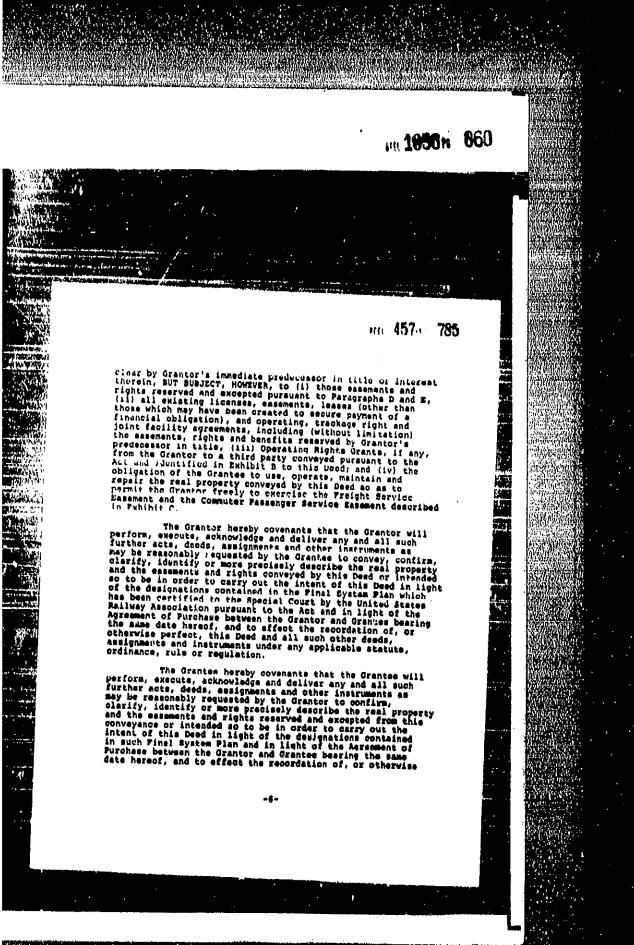
1956n 659 ALL 457au 784 4. If the location of any Exament item would interfore with any proposed use or sale of any part of the Grantue's Burgened Property, the Grantee may, at the Grantee's expense and after obtaining the Grantor's written concent, relocate the interfering Ensument item or cause the same to by relocated. Such consent will be granted unless (a) the Hasement 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 Tem. If the Grantor has previously released its essentiates and rights in any real property as provided in Paragraph D.3. and a relocated Easement Item fails, in whole or in part, ithin the area that has been so released, the Grantor and the Grantee shall exchange the following instruments promptly after the relocation is completed: (s) The Grantee shall execute and deliver to the Grantor a supplementary deed of essenant which conveys to the Grantor with, respect to the relocated Essenant Item the essenants and rights described in this Paragraph D. (b) The Grantor shall execute and deliver to the Grantee a dawd or other instrument of release as provided in Paragraph D.3. 5. The Grantee whall bear all expenses and the cost of all trunsfer and recording taxes, feen and charges in connection with all deeds and other instruments delivered pursuant to this Paragraph D.

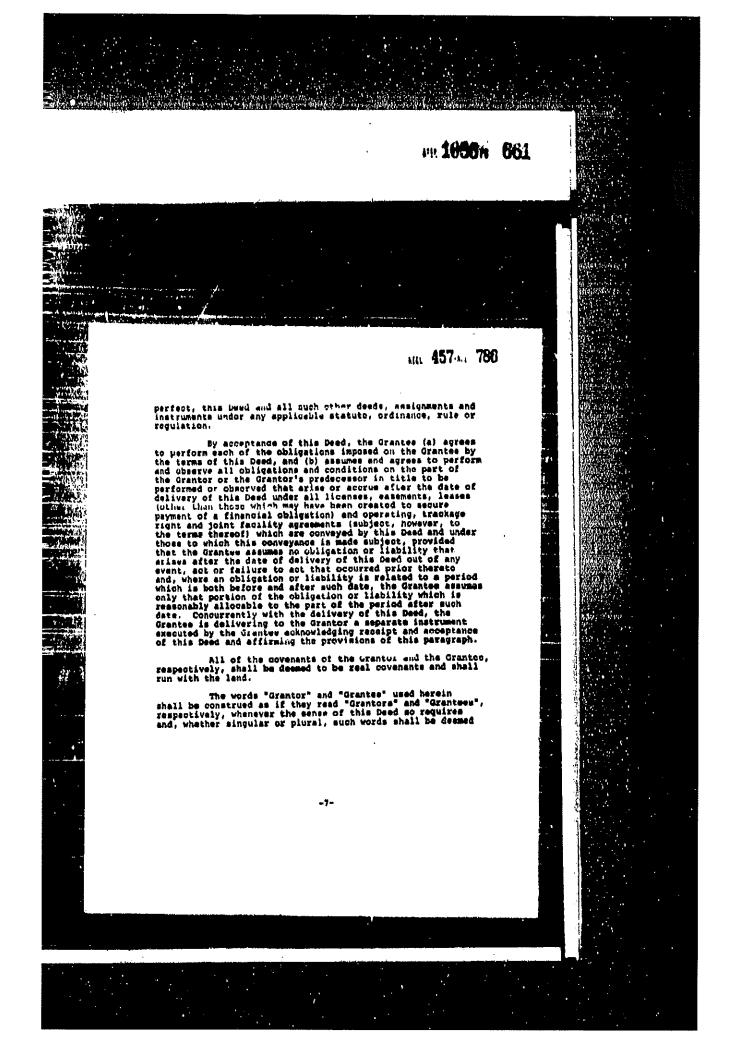
E. The easements and rights described in Exhibit C to this Deed and burdening all of the real property conveyed by this Deed.

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

TO NAVE AND TO NOLD the real property and the essenants and rights hereby conveyed to the Grantee, free and clear of any liens and encumbrances insofar as said real property, essenants and rights were conveyed to Granter so free and

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to include in all cases the successors and assigns of the respective parties.

Pursuant to and in accordance with (a) Orders of the Spacial Court established under the Regional Rail Reorganisation Act of 1973, as amended, and (b) covenants and agreements of the Grantor and the Grantee in deeds heretofore executed and delivered, certain deeds (including in said term other conveyance documents) to the Grantor, and certain deeds of the Grantor to the Grantee, which were executed on or prior to, and delivered on, April 1, 1976, have been altered and corrected; and said deeds of the Grantor to the Grantee, of which this is one, have, for convenience of setting forth the terms and provisions of said deeds in final form as so altered and corrected, been re-executed, nunc pro tund, offective and of April 1, 1976, as if for all purposes said docks (and uther conveyance documents) had been so altered and corrected prior to their initial axecution, and delivery on April 1, 1976,

IN WITHESS WHEREOF, Grantor has caused this Dood to be executed as of the ist day of April, 1976, in its corporate name by Lawrence A. Huff, its Assistant Vice President, attasted to by V. P. DiGiannantonin, its Assistant Secretary, and its corporate sual to be horeunto affixed, and doon 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 doliver this Deed as its act and deed.

CONSOLIDATED RAIL CORPORATION

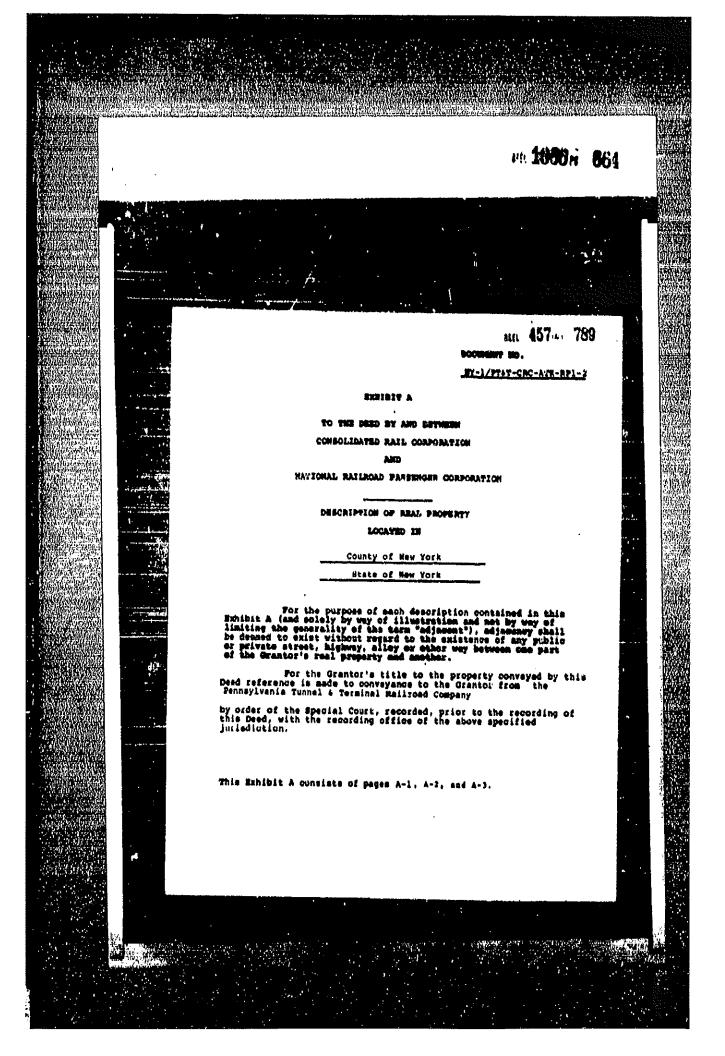
Hatt Weistent Vice President ~Ediate

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CONNONMENT OF PENNEYLVANIA COUNTY OF PHILADELPHIA, 551

On this 11th day of October, 1978 before me, a Notary Public authorized to take acknowledgements and proofs in the Commonwealth of Pennsylvania, County of Philadelphis, personally appeared Lawrence A. Buff, to me personally know, who being by me duly evern, says that he is Assistant Vice President, Real Estate of Consolidated Rail Corporation,

un 1000n 063 ... Managara and the straight the the 「「「「「「「「「「」」」」「「「」」」」」 ų. ÷., 457ma 788 . . NDA. that the scal affined to the foregoing Doed was signed and eacled on behalf of said corporation by extherity of its Deard of Directors, and he acknowledged that the execution of the foregoing Doed was the frue act and deed of said corporation, •i trances 6 11.2 Francis J. Trout Notary Public, Phila, Phila, Co. Ny Commission Expires Sept. 4, 1982 ŗ ÷. н;. Н . <u>.</u> 6 2 the argument . + 1.7



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Bituate in the County of New York, State of New York, and being the Pannsylvanis Tunnel and Terminal Railroad Company's line of railroad known as the Pann Central New York-Philadelphia Main Line and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County at Penn Station, connecting to another line of railroad known as the Well Gate Line and leaves the County in the Budson River Tunnel at the New York - New Jersey State Line.

The line of railroad described herein is identified as Line Code 1401A in the records of the United States Sailway Association.

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Situate in the County of New York, State of New York, and being the Pennsylvania Tunnel and Terminal Reilroad Company's line of railroad known as the Penn Central Hell Gate Line and being all the real proparty in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County at 'Penn Station, connacting to another line of reilroad known as the New York-Philadelphia Mein Line, passes through the tunnel and leaves the County near the East River Crossing to Queens.

The line of railroad described herein is identified as Line Code 1411 in the records of the United States Mailway Association.

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EXHIBIT B

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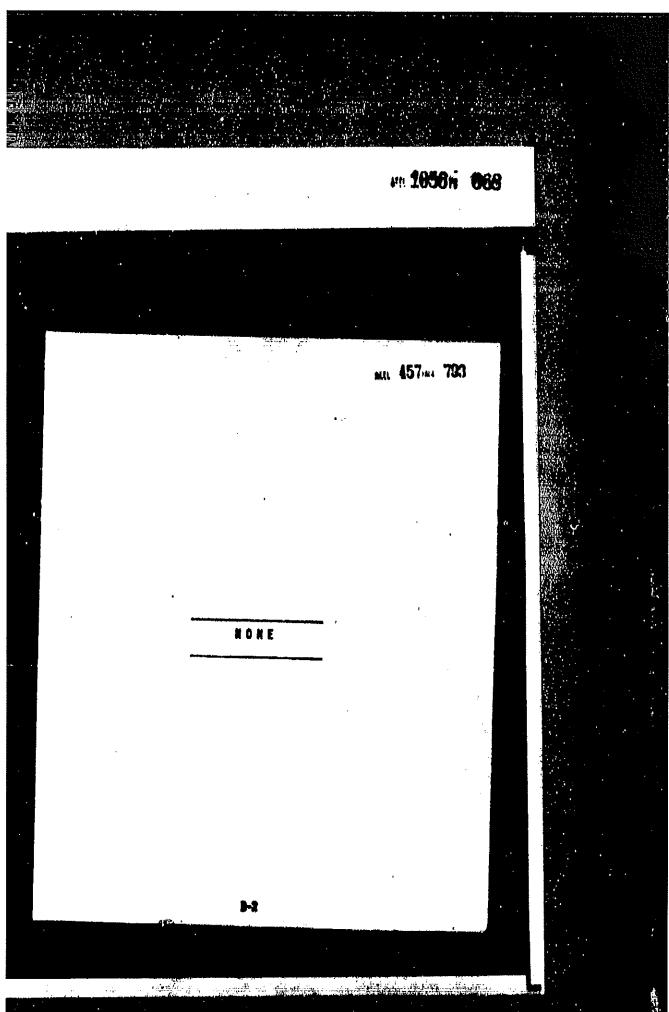
TO THE DEED BY AND RETWEEN CONSOLIDATED RAIL CORPORATION AND NATIONAL RAILROAD PASSENGER CORPORATION

RESERVED AND EXCEPTED BY THE GRANTOR

Bach map referred to in this Exhibit B bears a certain Document Mumber. A copy of each map is on file in the office of the United States Reilway Association and a copy of each map has been certified by the United States Reilway Association to the Special Court and filed in the office of the Clerk of the Special Court in the United States District Courthouse in Mashington, D.C., in connection with the conveyance by Grantor's predecessor in title to Grantor.

This Exhibit B consists of pages 8-1 and 8-2.

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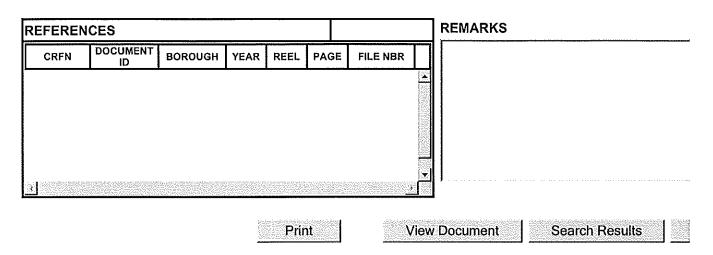


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SKHIBIT C

TO THE DEED BY AND BETWEEN CONSOLIDATED MAIL CORPORATION AND MATIONAL RAILROAD FASCENCER CORPORATION

RESERVING AND EXCEPTING TO THE GRANTOR:

1. The easement and right ("Freight Service Easement") contemplated for retention by the Grantor under the Final System Plan certified by USRA exclusive against any and all persons except Grantee, its subsidiaries and successors in interest, to operate upon the real property conveyed by this Deed to the Grantee ("real property") local and long-haul freight service (including mail and express) and special train service to the full extent sequired by (1) the Act, or (11) the Interstate Commerce Act or any future law of like import, including, without limitation; to the extent so contemplated and so required, the exclusive essement and rights

(a) to operate freight trains, cars and loopmotives;

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(b) subject to availability of space in light of the needs of Grantes except in those facilities occupied by Grantor as of the date of this Deed as to which Grantor has no visble alternative, to occupy and use such portions of stations, buildings and other facilities now upon the real property (and replacements thereof) and subject as of space in light of the needs of Grantee, to construct operate and maintain additional or substitute stations, buildings and other facilities, which are reasonably necessary or legally required in connection with the provision of freight service;

(0) to use in conjunction with Grantee the presently existing failroad system *elephone cable communication "equipment and facilities now upor the real property (and replacements thereof) and, subject to the availability of upage, to construct, operate and maintain such additions to or substitutions for the presently existing railroad system telephone cable communications equipment and facilities which are reasonably necessary or legally required in commercion with the provision of freight service;

(4) to install track connections for rail lines and trackage connections for rail lines and trackage, new or hereafter owned, leased, controlled or operated by

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Grantor, continuous or adjacent to the real property to secure its freight customers or to connect with its rail properties;

(e) to provide all new and additional freight service at any point along the real property;

(f) to use appropriate portions of the maintenance of equipment facilities now upon the real property (and replacements thereof) for the provision of maintenance of equipment service for equipment used in provision of freight service (including mail and express) and special train service; and

(g) to have reasonably access over the real property to permit the exercise of the foregoing easements and rights;

the exercise of which such exclusive easement and right shall be subject to such terms, provisions, qualifications and limitations as the Grantor and the Grantee have agreed upon in a certain Northeast Corridor Freight Operating Agreement, dated March 31, 1976, as said agreement may be amended, and as the Operations Newiew Panel established under Section 702 of the Railroad Newitalisation and Regulatory Reform Act of 1976 may impose; in zeturn for which exclusive easement and right, the Grantor shall pay the fair and equitable share

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of the cost to the Grantee of operating rail service upon the real property occasioned by exercise of the Freight Service Basement, as determined by agreement between the parties, or, in the event of the failure of the parties to so agree, by the Interstate Commerce Commission under Section 402(s) of the Rail Fassenger Service Act, as such provision may be amended; provided, that in the event that the Grantor shall elect to abandon or assign the Freight Service Basement in whole or in part, other than to a submidiary, affiliate or successor entity, the Grantee shall have a first option to acquire such essement, or portion thereof, at the purchase price of one dollar (\$1.00);

2. The easement and right ("Commuter Passenger Service Resument") contemplated for retantion by the Grantor under the Final System Plan nurtified by USRA, to operate upon the real property conveyed by this Deed to the Grantee ("real property"), commuter passenger service to the full extent required by the Act, including, without limitation, to the extent is contemplated and so required, the easement and right:

(a) to operate commuter passenger trains, ears and locomotives;

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(b) to provide commutar passenger service to the extent required by the Act and any egreements which Grantor, its parent, subsidiaries or affiliates in required to assume or enters into under the provisions of the Act;

(c) to use terminals and stations now upon the real property (and replacements thereof) for such commuter passenger service, jointly with the Grantes's use thereof; including without limitation, waiting areas, parking areas, facilities for sale of tickets and other related passenger facilities within, continguous or adjacent to the terminals and stations;

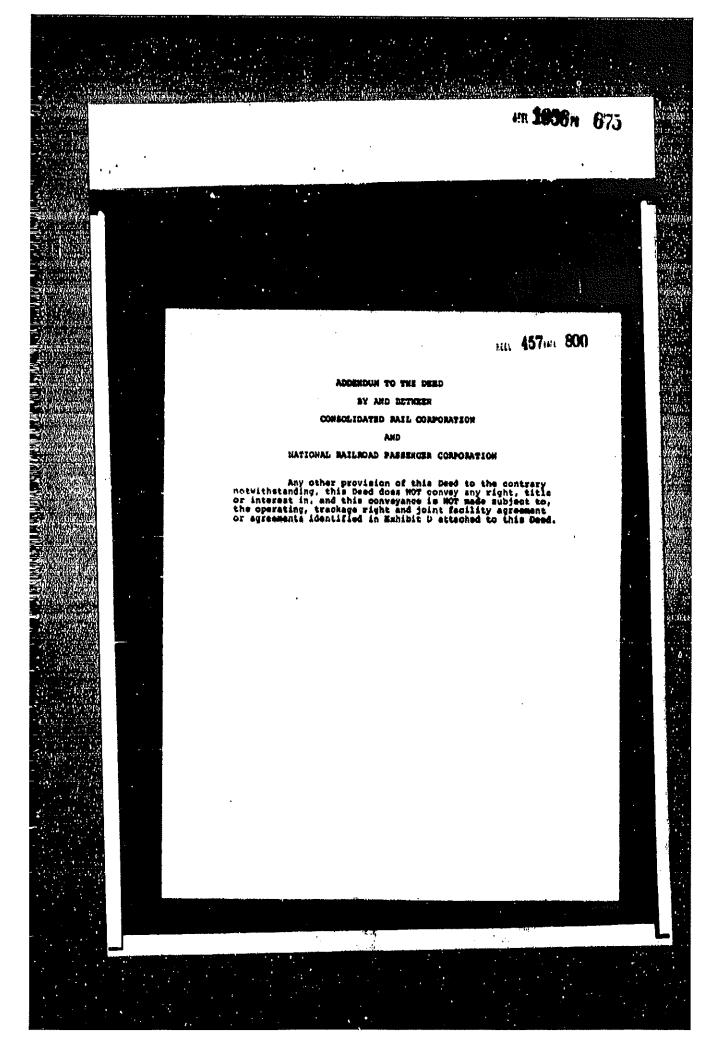
(A) to use the appropriate portions of the maintenance of equipment facilities now upon the real property (and replacements thereof) for the provision of maintenance of equipment service for equipment used in provision of such commuter passenger service; and

 (a) to have reasonable access over the real property to permit the emercise of the foregoing essenants and rights;

the exercise of such easument and right shall be subject to such terms, provisions, qualifications and limitations an the Grantor and the Grantee may agree and as the Operations Newley Fanel established under Section 702 of the Bailread

Hit 1958n 874 Met 457mit 789 Revitalization and Regulatory Reform Act of 1976 may impose; in return for which right and easement, the Crantee shall be entitled to receive from the Grantor the cost of the Grantee of operating rail service upon the real property occasioned by reason of the exercise by the Grantor of the Commuter Passenger Service Issement, as determined by agreement between the parties, or, in the event of a failure of the parties to so agree, by the Interstate Commerce Commission under Section 402(a) of the Rail Passenger Service Act, as such provision may be amended; provided that in the event that the Grantor shall elect to abandom or essign the Commuter Passenger Service Sesement, is whole or in part, other than to a submidiary, affiliate or successor entity, the Grantes shall have a first option to acquire such easement, or portion thereof, at the purchase price of one dollar (\$1.00). 4

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TO THE DEED BY AND BETWEEN Consolidated Rail Corporation And

NATIONAL RAILROAD PASSENGER CORPORATION

DESCRIPTION OF OPERATING, TRACKAGE RIGHT, AND JOINT FACILITY MOREHENTS TO WHICH THIS CONVEYANCE OF REAL PROPERTY IS NOT SUBJECT

This conveyance of real property is not subject to any joint facility agreements which are not necessary to Grantee's ownership, operation and maintwhence of the real property conveyed hereunder or which are not necessary to the providing of intercity rail passenger service by Grantee.

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