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THIS INDENTURE, made in duplicate the Thirtieth day of June, 1937, between THE UNITED NEW JERSEY RAILROAD AND CANAL COMPANY, a corporation organized under the laws of the State of New Jersey, and THE PENNSYLVANIA RAILROAD COMPANY, a corporation organized under the laws of the Commonwealth of Pennsylvania (as Lessee of the property and franchise of The United New Jersey Railroad and Canal Company), parties of the first part, and the STATE OF NEW JERSEY (represented by its DEPARTMENT OF CONSERVATION AND DEVELOPMENT, an agency of the State of New Jersey acting in behalf of said State for the purposes hereof as duly authorized by law), party of the second part, WITNESSETH:

WHEREAS, the State of New Jersey, by virtue of the provisions of Chapters 139 and 238 of the laws of 1934 of said State, has asserted a right of possession and of title to certain canal property formerly of the Delaware and Raritan Canal Company now or lately vested in The United New Jersey Railroad and Canal Company and leased to The Pennsylvania Railroad Company, and

WHEREAS, The United New Jersey Railroad and Canal Company and The Pennsylvania Railroad Company, without assenting to the right thus asserted by the State of New Jersey, are ready and willing to yield to the said State possession of the said canal property and to quit-claim to the said State their respective rights therein, provided the State of New Jersey confirm to them forever the use of certain portions of said canal property and certain rights therein for railroad purposes, and

WHEREAS, the said Chapter 139 of the laws of 1934 of the State of New Jersey, as amended by Chapter 238 of the laws of 1934, and supplemented by Chapter 211 of the laws of 1935, authorizes the Department of Conservation and Development to accept a quit-claim deed from said parties of the first part of their rights in said canal property, excepting, however, perpetual easement rights for such railroad purposes, and to agree with the said parties of the first part as to the limits and boundaries of the land vested in the State of New Jersey by virtue of the provisions of said Acts and of Section 17 of an Act entitled "An Act to incorporate the Delaware and Raritan Canal Company", passed February fourth, one thousand eight hundred and thirty.

NOW, THEREFORE, in consideration of the premises and in order to settle the respective rights of the parties in the manner hereinabove set forth pursuant to the provisions of the said Chapter 139 of the laws of 1934 of the State of New Jersey, as amended and supplemented as aforesaid, the said parties of the first part, in consideration of the sum of one dollar to them duly paid before the delivery hereof and in consideration of the covenants and agreements hereinafter entered into by the party of the second part, have remised, released, and forever quit-claimed and by these presents do remise, release and forever quit-claim to the State of New Jersey,

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the party of the second part, and to its successors and assigns, all of their rights in and to the canal and feeder known as the Delaware and Raritan Canal, formerly of the Delaware and Raritan Canal Company and now or lately vested in the parties of the first part and used for canal purposes, excepting and reserving therefrom, however, all the lands, buildings, works and property of every kind and description whatsoever used for railroad purposes on June 12, 1934, and the right so to use the same forever and all other rights in relation thereto, all as more particularly set forth and described in a certain schedule annexed hereto and made a part hereof marked "Schedule as of June 12, 1934, of Lands Released and Quit-Claimed to State of New Jersey and of Easements Excepted by and Reserved to the Railroad Companies by the Foregoing Deed and Agreement dated June 30, 1937, and of Rights Appurtenant Thereto, and Intended to be and Hereby Made Part of said Deed and Agreement", and all the estate, right, title and interest, claim or demand whatsoever of the said parties of the first part therein, excepting the rights and easements hereinabove excepted and reserved to the said parties of the first part and their successors and assigns forever, to have and to hold the above mentioned and described premises unto the said party of the second part, its successors and assigns, to its and their only proper use forever.

And the said party of the second part, in consideration of the premises, does hereby covenant and agree to and with the said parties of the first part that the limits and boundaries of the lands vested in the State of New Jersey by virtue of the provisions of the said Chapter 139 of the laws of 1934 of the State of New Jersey, as amended and supplemented as aforesaid, and of Section 17 of an Act entitled "An Act to incorporate the Delaware and Raritan Canal Company", passed February fourth, one thousand eight hundred and thirty, are defined by the several maps and surveys referred to and identified in the said schedule hereto annexed and made a part hereof, subject to the rights and easements in favor of and inuring to the benefit and use of the parties of the first part as in said schedule set forth and as indicated upon said maps and surveys, all of which rights and easements granted by virtue of the provisions of the said Chapter 139 of the laws of 1934 of the State of New Jersey, as amended and supplemented as aforesaid, the party of the second part does hereby confirm unto the parties of the first part, their successors and assigns forever.

IN WITNESS WHEREOF, the said parties have respectively caused this Indenture to be signed by their respective officers or agents thereunto duly authorized and their respective corporate seals to be hereunto affixed attested by their respective secretaries, all on the day and year first above written.

THE UNITED NEW JERSEY RAILROAD AND CANAL ³
COMPANY

By John A. Campbell
President.
(John A. Campbell)

Attest:
T. F. M. Riegel
Secretary.
(T. F. M. Riegel)

THE PENNSYLVANIA RAILROAD COMPANY,
Lessee of The United New Jersey
Railroad and Canal Company

By Thomas W. Hulme
Vice-President.
(Thomas W. Hulme)

Attest:
J. Taney Willcox
Secretary.
(J. Taney Willcox)

STATE OF NEW JERSEY
By its DEPARTMENT OF CONSERVATION AND
DEVELOPMENT

By Henry L. Moëller
President
(Henry L. Moëller)

Attest:
Henry B. Kummel
Secretary
(Henry B. Kummel)

STATE OF NEW JERSEY)
Mersey) ss.
COUNTY)

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BE IT REMEMBERED, that on this 30th day of June in the year of our Lord one thousand nine hundred and thirty-seven before me a Notary Public of New Jersey personally appeared T. F. M. Riegel who being by me duly sworn on his oath saith, that he is the Secretary of The United New Jersey Railroad & Canal Co the grantor within named, and that John A. Campbell is the President; that deponent knows the common or corporate seal of said grantor and that the seal annexed to the within Deed or Conveyance is such common or corporate seal; that the said Deed or Conveyance was signed by the said President and the seal of said grantor affixed thereto in the presence of deponent; that said Deed or Conveyance was signed, sealed and delivered as and for the voluntary act and deed of said grantor for the uses and purposes therein expressed, pursuant to a resolution of the Board of Directors of said grantor; and at the execution thereof this deponent subscribed his name thereto as witness.

T. F. M. Riegel
(T. F. M. Riegel)

Sworn and Subscribed the day and year aforesaid.

Ralph B. Lucas
Ralph B. Lucas
Notary Public of N.J.
My Commission Expires Jan. 11, 1938

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF PHILADELPHIA) ss.

BE IT REMEMBERED, that on this 30th day of June in the year of our Lord one thousand nine hundred and thirty-seven before me J. E. WILLIAMS DEPUTY COMMISSIONER OF DEEDS personally appeared

J. Janey Willcox who being by me duly sworn on his oath saith, that he is the Secretary of The Pennsylvania Railroad Company the grantor within named, and that Thomas W. Hulme is the Vice-President; that deponent knows the common or corporate seal of said grantor and that the seal annexed to the within Deed or Conveyance is such common or corporate seal; that the said Deed or Conveyance was signed by the said Vice-President and the seal of said

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grantor affixed thereto in the presence of deponent; that said Deed or Conveyance was signed, sealed and delivered as and for the voluntary act and deed of said grantor for the uses and purposes therein expressed, pursuant to a resolution of the Board of Directors of said grantor; and at the execution thereof this deponent subscribed his name thereto as witness.

J. Taney Willcox

(J. Taney Willcox)

Sworn and Subscribed the
day and year aforesaid

J. E. Williams

(A FOREIGN COMMISSIONER OF DEEDS FOR NEW JERSEY IN PENNSYLVANIA) J. E. Williams)

My Commission Expires August 8, 1939

STATE OF NEW JERSEY)
 ss.
COUNTY OF MERCER)

BE IT REMEMBERED, that on this 30th day of June, A.D., one thousand nine hundred and thirty seven, before me, the subscriber, a Notary Public of New Jersey, personally appeared Henry B. Kummel, who, being by me duly sworn, does depose and make proof to my satisfaction that he is the Secretary of the Board of Conservation and Development, party to the foregoing indenture; that he well knows the corporate seal of the said Board; that the seal theretoaffixed is the proper corporate seal of the said Board; that the same was so affixed thereto and the said indenture was signed and delivered by Henry L. Moeller, who was, at the date and execution thereof, the President of the said Board, in the presence of the deponent as the voluntary act and deed of the said Board pursuant to a resolution by it duly adopted, and that the deponent thereupon signed the same as subscribing and attesting witness.

Subscribed and sworn to before
me the day and year last above
written.
Henry B. Kummel
Henry B. Kummel)
Secretary

Sara Cooley
Sara Cooley)
Notary Public of New Jersey

Approved as to form and execution
David T. Wilentz
David T. Wilentz
ATTORNEY GENERAL

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Of Lands Released and Quit-Claimed to State of New Jersey and of Easements Excepted by and Reserved to the Railroad Companies by the Foregoing Deed and Agreement dated June 30, 1937, and of Rights Appurtenant Thereto and Intended to be and Hereby Made Part of said Deed and Agreement.

Lands Released and Quit-Claimed to State of New Jersey

The limits and boundaries of the lands released and quit-claimed to the State of New Jersey are shown in yellow on the series of maps, or plans, numbered consecutively from C-1 to C-17 and from F-1 to F-8, each map being designated as "No. 47500 - Map showing Delaware and Raritan Canal and Feeder in the State of New Jersey as of June 12, 1934", said series of maps being identified by the signatures of the Director of the Department of Conservation and Development of the State of New Jersey, and of the Chief Engineer, New York Zone, of The Pennsylvania Railroad Company for that Company as well as its Lessor, The United New Jersey Railroad and Canal Company, the said maps being dated June 1, 1932, revised September 15, 1934, and filed in the office of the Secretary of State with said deed and agreement.

Easements Excepted by and Reserved to Railroad Companies and Rights Appurtenant Thereto

The limits and boundaries of perpetual easement rights excepted and reserved to the Railroad Companies, are as follows:

Perpetual easement rights for railroad tracks, sidings, switches, spurs, crossings and other railroad facilities for the operation of railroads owning the same and their transportation service to the public over and upon the said lands shown in yellow on the said series of maps, or plans, numbered consecutively from C-1 to C-17, and from F-1 to F-8; such perpetual easement rights for the said railroad facilities being shown on the said maps, or plans by lines or legends thereon identifying or indicating the nature and extent of such railroad facilities, all such perpetual easement rights excepted and reserved for the said railroad facilities being intended to be adequate properly to operate and maintain the said railroad facilities, whether such railroad be of single track construction or of more tracks. Where the railroad is of one track construction, the land so excepted and reserved shall be at least ⁴twenty-four (24) feet in width, i.e., twelve (12) feet at least, measured at right-angles, from the center line of the railroad track, and, where there is more than one track each outside line shall be twelve (12) feet, at least, measured at right-angles from the center line of each outside track; and, in every case there is included in the exception and reservation such additional land as may be required or necessary for embankments or slopes

of cuts to maintain the said railroad or railroads at their proper or established grades. (1)

General Provisions

Original title papers shall remain in the custody of the Railroad Companies, and said title papers shall be accessible for examination by representatives of the State of New Jersey, at any time, during business hours, and the State shall at all times have the right of making copies of and extracts from said title papers. If title papers should be removed from Trenton, photostatic or typewritten copies shall be furnished without expense to the State or its successor in interest.

The Railroad Companies shall furnish to State authorities a set of right-of-way maps on scale of 1" = 400 feet, or 1" = 200 feet, and shall indicate thereon, by appropriate number, the location of all leases, licenses, concessions and grants affecting the property released and quit-claimed to the State of New Jersey.

The Railroad Companies shall transfer to State of New Jersey, by blanket assignment, all such leases, licenses, concessions and grants, and shall furnish, without expense to the State, a list, or lists, of said leases, licenses, concessions and grants as exhibits to said blanket assignment; and Railroad Companies shall deliver to the State authorities the originals of all such leases, licenses, concessions and grants; provided, however, that where ^{such} ~~such~~ leases, licenses, concessions and grants shall affect both the property released and quit-claimed to the State and the railroad facilities excepted and reserved to the Railroad Companies by perpetual easement rights, the Railroad Companies may furnish copies of said originals, or, at their option, may cancel existing leases, licenses, concessions and grants, and in place thereof may execute new leases, licenses, concessions and grants covering the railroad facilities only; but in every such case the Railroad Companies shall immediately furnish to the State notice of said cancellation and such data regarding said cancelled leases, licenses, concessions and grants as will permit the State to make new agreements with the lessee or licensee. The Railroad Companies shall notify the lessee, licensee or other party in interest of such assignment to the State.

The Railroad Companies shall furnish the State a statement of rents collected or due, and shall pay to the State its proportionate share of the rents, if any, collected for the period subsequent to June 12, 1934. The burden of collecting unpaid rents, if any, for any period antedating June 12, 1934, shall rest upon the Railroad Companies.

The Railroad Companies shall retain control over the construction and maintenance of wire line and pipe line crossings of the State, or of third parties to whom leases or licenses may be granted, where such facilities pass over or under the tracks or other facilities of the Railroad Companies. Such control shall cover the

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matter of horizontal or vertical clearances between such wire lines and pipe lines and the tracks or other railroad facilities of the Railroad Companies.

The Railroad Companies shall, if requested, execute a Bill of Sale for such personal property, tools, or equipment used in the maintenance and operation of the canal as may be transferred to the State.

The Railroad Companies shall furnish to the State a list of canal houses, their location, value, rent, name of tenant, and insurance carried.

The Railroad Companies shall assume all cost of maintenance and upkeep for railroad purposes of that part of the property on which the Railroad Companies, or any of them, have an easement because of the existence of any railroad facilities used, and shall make all repairs that are necessary for the said operation and use of the said facilities for railroad purposes. Each the State and the Railroad Companies, or Railroad Company, as the case may be, however, shall be responsible for, and bear its proper portion of, the maintenance, upkeep, and repair of embankments and slopes between the canal or feeder and parallel railroad facilities; and in case any such expense is due solely to the presence and use of railroad facilities; it shall be borne by the Railroad Companies, or Railroad Company, as the case may be, and if due solely to the presence and use of the canal or feeder it shall be borne by the State.

In maintaining or repairing the slopes or embankments on which any railroad facility is located, the Railroad Company or Companies, as the case may be, shall not extend said slopes beyond the limits existing on June 12, 1934, without the written consent of the State.

Water station facilities, including suction pipes, pumps, and tanks of the Railroad Companies, existing on June 12, 1934, shall be supplied, without charge, with water from the canal or the feeder at all times when such withdrawal of water will not endanger satisfactory operation of the canal and the feeder.

The State will not, without the written consent of the Railroad Companies, or Railroad Company, as the case may be, cause the level of the water in the canal or feeder to be raised above the normal level maintained in the canal or feeder in 1932, or previous years, when said facilities were in operation, at any point where such raise in the water level will endanger the tracks and other railroad facilities for which perpetual easement rights were granted by Chapter 139 of the laws of 1934.

The State will not deepen the canal or the feeder by lowering the bed of the canal or feeder at any point adjacent to tracks, bridges, or other railroad facilities of the Railroad Companies without affording, at the expense of the State, full and adequate protection to the said tracks, bridges or other railroad facilities.

The State shall have the right of an easement for the canal in its present location and its present clearance above the existing railroad tracks at the point in Trenton where it crosses the properties constituting the main line of railroad of The United New Jersey Railroad and Canal Company leased to The Pennsylvania Railroad Company, such easement to extend for such length of time as the canal shall be maintained by the State; and the State shall, at its expense, maintain, repair and renew the aqueduct, or flume, carrying the canal over the said main line, and shall also remove the same, at its expense, in the event of the abandonment by the State of the canal.

The State shall have the right of an easement for the canal feeder in its present location where it crosses property of the Railroad Company, known as the Warren Street Station lot, shown on Sheet F-8 of said plan, such easement to extend for such length of time as the canal feeder shall be maintained by the State.

Nothing in this Schedule, or in the maps, or plans referred to herein, or in the said quit-claim deed, shall prejudice or impair the rights conferred upon The Belvidere Delaware Railroad Company, pursuant to Section 20 of the Act of 1836, P.L. 226, entitled "An Act to Incorporate the Belvidere Delaware Railroad Company", and the consent filed with the Secretary of State of New Jersey in accordance therewith, to construct and extend its railroad along and upon the embankment of the Delaware & Raritan Canal feeder.

T. W. (T.W.)
 J. A. (J.A.)
 H. B. (H.B.)