BEFORE

THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

--oOo--

In re: I-830373 Investigation upon the Commission's own motion into matters pertaining to the proper service, accommodation, convenience and safety of the traveling public using the rail-highway crossing carrying 59th Street over and above the grade of the tracks of National Railroad Passenger Corporation in the City of Philadelphia, to determine the condition, disposition and responsibility for maintenance of the existing crossing structure. Hearing.

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Pages 1 to 45

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301 Market Street
Harrisburg, Pa. 17101

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Stenographic report of proceeding held in Philadelphia, Pennsylvania,

Thursday,
August 18, 1983,
at 10:00 o'clock a.m.

--oOo--

Before

JOSEPH J. KLOVEKORN, ADMINISTRATIVE LAW JUDGE

APPEARANCES:

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For - Consolidated Rail Corporation

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For - City of Philadelphia

APPEARANCES (CONTINUED):

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Philadelphia, Pennsylvania
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For - SEPTA

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For - PECO

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JUDGE KLOVEKORN: I call to order this hearing in Case I-830373, investigation upon the Commission's own motion into matters pertaining to the rail-highway crossing carrying 59th Street over and above the grade of tracks of National Railroad Passenger Corporation in the city of Philadelphia.

My name is Joseph Klovekorn. I am an Administrative Law Judge with the Commission. I have been assigned to preside at this investigation.

At this point in the proceeding, would the parties please identify themselves for the record?

MR. HERSKOVITZ: Richard Herskovitz representing the PUC Trial Staff.

MR. MAZOR: Joel E. Mazor, M-A-Z-O-R, representing Consolidated Rail Corporation, one of the Respondents.

MR. SMOLEN: Herbert Smolen on behalf of the city of Philadelphia.

MR. COHEN: Harold Cohen on behalf of Amtrak.

MR. DITTMAN: Stephen Dittman representing Pennsylvania Department of Transportation.

MR. HUSS: Edward Huss representing SEPTA.

MR. CHILLEMI: Rudolph Clillemi representing Philadelphia Electric Company.

JUDGE KLOVEKORN: Thank you.

I received a letter from the Bell Telephone Company of Pennsylvania informing me and the Commission that it does not

maintain any facilities on this bridge and, therefore, will not be present at today's hearing.

Does any party have any statement they wish to make before we proceed?

MR. HERSKOVITZ: Yes, Your Honor.

This being a Commission investigation, as usual, I will make an opening statement bringing all the parties up to date on this proceeding.

On February 22, 1983, the city of Philadelphia notified the Commission that the expansion dams on the 59th Street Bridge were in a state of disrepair. An emergency field conference was held February 24th, and it was determined at that time that emergency repairs were needed to the expansion dams on the north-bound lanes at the north and south end of the bridge.

The following day, February 25, an emergency order was issued at Docket M-830338 which directed the city at its initial cost to perform emergency repairs to the expansion dams.

Those repairs were completed in mid-March, and on April 29, 1983, the Commission instituted this investigation because there were no prior Commission orders assigning maintenance responsibility for this bridge, and it was felt necessary that an investigation should be instituted to determine the condition of the bridge and to assign future maintenance responsibilities.

The city of Philadelphia, Amtrak, SEPTA, ConRail and PennDOT were made parties to this action.

And the record at Docket M-830338 was incorporated into this investigation docket.

On June 29, 1983, the city notified the Commission that additional repairs were required to the expansion dams on the bridge, and on that same date, another emergency order was issued under the investigation docket number which again directed the city at its initial cost to perform the additional emergency repairs to the expansion dams.

This hearing was then scheduled, and the purpose of the hearing today as the Commission Staff sees it is to determine the present condition of the bridge, whether any repairs are necessary and to assign future maintenance responsibilities as well as to allocate all costs expended by the parties in complying with the emergency orders.

Thank you.

JUDGE KLOVEKORN: Thank you.

Mr. Smolen?

MR. SMOLEN: Yes, Your Honor.

Just to add a bit to what Mr. Herskovitz said, the initial emergency order signed by Commissioner Johnson indicated that the railroad, namely, Amtrak had stated that due to internal budget problems, it would require at least -- "it" meaning the railroad, would require at least six months to accomplish any type of repair.

It was based upon that assertion that the city stated that

it would perform the emergency repairs if ordered to do so.

I want to make it clear that the city did not assume any maintenance or repair responsibilities with respect to this bridge.

In addition, I think Mr. Herskovitz stated that there had been no prior assignment of maintenance responsibility for this particular bridge. I do want to point out to the Commission and Your Honor that in ID-97 back in 1968, the Penn Central Company furnished to the Commission pursuant to the Commission's order a list of the bridges for which Penn Central Company had maintenance responsibility. Among that list is the instant bridge, the 59th Street Bridge.

This particular report furnished in that ID-97 docket will be a city exhibit in this particular case.

That's all I have, Your Honor.

JUDGE KLOVEKORN: Thank you.

Any other party have any other statement? If not, why don't we proceed with the questions contained in the Commission's notice of June 30, 1983?

Mr. Smolen, would you like to begin?

MR. SMOLEN: All right. I call Mr. Fike.

If Your Honor please, in order to save some time and avoid interruption of this witness's direct testimony, I would like to have marked for identification the full series of City exhibits at one time to which the witness will then make

reference in his direct testimony.

JUDGE KLOVEKORN: Certainly.

MR. SMOLEN: If Your Honor please, I would like to have marked as City Exhibit No. 1 a one-sheet plan.

JUDGE KLOVEKORN: Without objection, it will be so identified.

(City Exhibit No. 1, being a one-sheet Plan, was produced and marked for identification.)

MR. SMOLEN: I would like to have marked as City Exhibit No. 2 a four-page cost breakdown for the PUC ordered repairs in the M docket, that's M-830338. That was the emergency order issued by Commissioner Johnson. That is City Exhibit No. 2.

JUDGE KLOVEKORN: Without objection, it will be so identified.

(City Exhibit No. 2, being four-page document entitled "59th Street Bridge over Amtrak North of Lancaster Avenue - Cost Breakdown for PUC Ordered Repairs - Docket No. M-830338" was produced and marked for identification.)

MR. SMOLEN: City Exhibit No. 3, a five-page document containing the cost breakdown on the PUC ordered repairs in the "I" docket, that's I-830373. That is City Exhibit 3.

JUDGE KLOVEKORN: Without objection, it will be so identified.

(City Exhibit No. 3, being five-page document entitled "59th Street Bridge over Amtrak, North of Lancaster, Cost Breakdown for PUC Ordered Repairs, Docket No. I-830373, Summary," was produced and marked for identification.)

MR. SMOLEN: As City Exhibit 4, a copy of a 1926 ordinance relating to the construction of the line and maintenance of the bridges on the line which is involved in this proceeding.

MR. HERSKOVITZ: Excuse me. Are there anymore copies? I didn't receive any.

MR. SMOLEN: Yes. We should have a complete set for the Commission. That would be City Exhibit 4.

JUDGE KLOVEKORN: Without objection, it will be so identified.

(City Exhibit No. 4, being a copy of a 1926 Ordinance Relating to Construction of the Line and Maintenance of the Bridges, was produced and marked for identification.)

MR. SMOLEN: As City Exhibit 5 --- I previously mentioned a list of bridges furnished the Pennsylvania Public Utility Commission by the Penn Central Company per Commission order of October 28, 1968. This is an excerpt of that list of bridges which contains the 59th Street Bridge in it. That is a five-page document as Exhibit 5.

JUDGE KLOVEKORN: Without objection, it will be so identified.

(City Exhibit No. 5, being five-page document entitled "List of Bridges furnished the Pennsylvania PUC per Order of October 28, 1968" was produced and marked for identification.)

MR. SMOLEN: As City Exhibit No. 6, a copy of a deed between the trustees of Penn Central and ConRail conveying all of the ConRail lines, that is, all of the Penn Central lines

which are attached as exhibits to that deed. The document is numbered at the top PC-CRC-RP-210.

JUDGE KLOVEKORN: Without objection, it will be so identified.

(City Exhibit No. 6, being Deed, Document No. PC-CRC-RP-210, was produced and marked for identification.)

MR. SMOLEN: As City Exhibit 7, I would like to have marked for identification another deed containing a deed from the trustees of the Penn Central to ConRail which is marked at the top PC-CRC-ATK-RP-40.

JUDGE KLOVEKORN: Without objection, it will be so identified.

(City Exhibit No. 7, being document entitled "Deed, Document No. PC-CRC-ATK-RP-40" was produced and marked for identification.)

MR. SMOLEN: As City Exhibit No. 8, a deed between ConRail and the National Railroad Passenger Corporation, Amtrak, which is marked at the top PA-7/PC-CRC-ATK-RP-40.

JUDGE KLOVEKORN: Without objection, it will be so identified.

(City Exhibit No. 8, being document entitled "Deed, PA-7/PC-CRC-ATK-RP-40" was produced and marked for identification.)

MR. SMOLEN: As City Exhibit No. 9 I would like to have marked for identification an excerpt from part 1201 of Title 49 of the U. S. Code which spells out the definition of Account No. 39.

Incidentally, I previously said U. S. Code. It's the Uniform System of Accounts for railroad companies prescribed by the Interstate Commerce Commission, and it contains a definition of Account No. 39.

JUDGE KLOVEKORN: Without objection, it will be so identified.

(City Exhibit No. 9, being copy of two-page document entitled "Uniform System of Accounts for Railroad Companies prescribed by the Interstate Commerce Commission, as amended to January 1, 1976" was produced and marked for identification.)

MR. SMOLEN: Finally as Exhibit No. 10, an excerpt of page 243 of Volume I of the final system plan, U. S. Railway Association, and in particular, it's the first full paragraph on the top of the page which relates to those I.C.C. Account Nos. 1 through 45 and 90.

JUDGE KLOVEKORN: Without objection, it will be so identified.

(City Exhibit No. 10, being copy of two-page document entitled "Excerpt of page 243 of Volume I of the Final System Plan, U. S. Railway Association" was produced and marked for identification.)

MR. SMOLEN: Those are the City exhibits at this time which I want to mark for identification.

LANE FIKE, called as a witness on the part of the City of Philadelphia, being duly sworn according to law, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. SMOLEN:

Q Mr. Fike, would you please state your full name?

A Lane Fike. First name is spelled L-A-N-E; the last name is F-I-K-E.

Q And your business address, please?

A 930 Municipal Services Building, 15th and JFK Boulevard, Philadelphia, zip code 19107.

Q And by whom are you employed and in what capacity?

A The city of Philadelphia, Department of Streets, Bridge Section, and I am the staff engineer.

Q And for how long have you been employed by the city?

A 11 years.

Q And you are authorized to appear and testify on behalf of the city in this proceeding?

A Yes.

Q You are familiar with the 59th Street Bridge under consideration today?

A Yes.

Q All right. Now, you have before you City Exhibit No. 1, and I ask you whether this was prepared by you or under your direction and control.

A Yes, it was.

Q Would you please explain what it is?

A This is a location plan for the 59th Street Bridge.

The plan shows the 59th Street Bridge passing over Amtrak's Philadelphia-Pittsburgh main line which is identified as U. S. Railway Association, Line Code No. 1102. It was formerly assigned a Penn Central number of 4.77.

It runs north of Lancaster Avenue in west Philadelphia.

Approximately 2500 feet west of the bridge the track passes over Woodbine Avenue, and approximately 3800 feet east, the tracks pass over the 52nd Street.

The Overbrook High School is adjacent to the southern portion of the span, and there are no new highways planned in the area.

Q Now, do you have, and if you do, would you please indicate the daily volume of pedestrian and vehicular traffic that is presently using the existing structure?

A Data obtained from the Traffic Engineering Division of the Streets Department indicated that the present average daily traffic is 16,800 vehicles per day, about four per cent of those trucks, and future estimates are 18,700 vehicles.

They didn't have any pedestrian counts available. However, it is estimated that during the period Overbrook High School is open, 800 persons a day would use the bridge, and when the high school is closed, approximately 200 persons per day.

Q All right. Will you please describe in detail the type, condition and width of the pavement and the horizontal and vertical alignment of the roadway approaches to the existing

crossing structure and whether or not there is sidewalks in existence along the approach roadways.

A The roadway approaches are presently paved to a width of 52 feet from curb to curb. They consist of concrete pavements of unknown depth and a bituminous wearing surface.

The south approach ascends on a grade of three per cent to the first pier on the bridge where a 180 foot vertical curve carries the grade to the third pier of the bridge where the grade descends at a 1.5 per cent grade on the north approach.

There are nine foot sidewalks on each side of the roadway.

Q Does the city have an opinion as to the condition of the existing crossing structure, and have any inspections been made or performed or should they be made or performed to determine the condition of the structure?

A A joint inspection of the bridge by Amtrak and the city was conducted on November 19, 1982.

The inspection revealed that the expansion dam had numerous loose steel repair plates that vibrated excessively upon vehicular impact. Overall condition of the bridge was judged to be fair to poor.

Q Now, in your testimony you mentioned expansion dam. Is that singular or plural?

A It's plural.

Q Expansion dams?

A Yes.

Q In the city's opinion, is the structure in need of repair, rehabilitation or reconstruction, and if so, state your recommendations as to the work required and the estimate of costs and time required to perform the recommended work.

A The city believes that the expansion dams on the structure should be replaced as soon as possible and the concrete deck should be replaced within the near future.

The expansion dam repair is estimated to take approximately 30 days and cost $80,000. The deck replacement is estimated to take approximately six months and cost $400,000.

Q Now, has the city complied with paragraph one of the emergency order signed by Commissioner Johnson on February 25, 1983?

A The city complied with the emergency order and completed emergency work March 18, 1983.

Q Do you have an itemized detailed summary of the costs incurred?

A The actual cost of repairs in the amount of $11,168.49 and a detailed summary of the work performed are shown in City Exhibit No. 2. The city is seeking reimbursement for these costs.

Q What maintenance and/or other improvements has the city performed on the crossing structure other than the work you previously testified to and which was in response to the

Commission's second emergency order?

A In connection with the subsequent emergency order I-830373, the city performed emergency work. The city has not, does not and will not formally accept the maintenance responsibility with respect to this railroad-owned bridge.

However, the Public Utility Commission ordered the city to do the emergency work because of Amtrak's inability to perform emergency work in a timely manner. This temporary emergency work has been done, and the city is seeking reimbursement for the cost incurred as set forth in City Exhibit No. 3 in the amount of $3,911.42.

Q Does the city agree to perform the actual work of any repair, rehabilitation or reconstruction of the existing crossing structure?

A No.

Q Does the city agree to assume the responsibility for maintenance and the cost thereof for the subject crossing structure?

A No.

Q In the opinion of the city, what party is and should be required to pay for and perform the actual work of any repair, rehabilitation or reconstruction of the existing crossing structure?

A In the opinion of the city, it would be the National Railroad Passenger Corporation or Amtrak.

Q That's the same party.

A Known as Amtrak.

Q In the opinion of the city, which party is and should be responsible for maintenance and the cost thereof for the crossing and the structure?

A The National Railroad Passenger Corporation, Amtrak.

Q And why does the city take the position that Amtrak is responsible for construction, reconstruction, rehabilitation and maintenance of the bridge and the crossing?

A There are many reasons why Amtrak is and should be responsible for construction and maintenance of the bridge.

First, the railroad owns the electrified lines of tracks below the bridge and its overhead railroad electrification facilities attached to the structure.

In addition, the bridge was originally constructed by the railroad at its own cost so that trains could travel unimpeded through this section of the city, which they still do.

Secondly, the railroad, owner of the line and bridge, has always had the duty of maintenance. This was an original requirement contained in the ordinances relating to the construction and maintenance of this portion of the line and the 59th Street Bridge.

The last ordinance of July 7, 1926, which is marked City Exhibit No. 4, amended the preceding 1915 and 1905 ordinances and specifically reiterate and provides in Section 5 that the

railroad shall bear the entire cost of construction and forever maintaining all bridges whether overhead or under grade and all tunnels upon the lines of streets, roads or lanes now legally or physically open and the new street to be opened across the main line and yards extending from the intersection of 59th Street and Lancaster Avenue to 57th Street and Upland Way which is the 59th Street Bridge presently under consideration.

Subsequent to the construction of the 59th Street Bridge, the Pennsylvania Railroad maintained it, and after the Pennsylvania Railroad/New York Central merger, the resulting Penn Central Company had the maintenance responsibility. This maintenance responsibility is evidenced in City Exhibit No. 5, which is a list of bridges furnished by Penn Central Company in July '69 to the Public Utility Commission pursuant to its order of October 28, 1968, ID-97.

On the last computer page of Exhibit No. 5, which is designated page two, at the bottom of the page is the 59th Street Bridge. It's circled on your exhibit here.

Under the maintenance column ---

Q Excuse me. That is not at the bottom of the page. The page number two appears on the bottom. The 59th Street Bridge is in the center; correct?

A Correct.

Q Please proceed.

A The 59th Street Bridge is listed, and if you look under

the maintenance column, there appears the number one which designates the party responsible for maintenance of this structure. These numbers refer to the Penn Central Company as is shown on the previous page where the reference codes are listed, and under maintenance, number one, designates the Penn Central Company.

Subsequent to the Penn Central bankruptcy reorganization proceedings, the trustees of Penn Central conveyed various lines of rail, including the United States Railway Association line 1102, main line Philadelphia-Pittsburgh, which is the line under the rail -- under the 59th Street Bridge.

These conveyances were from the trustees of Penn Central to the Consolidated Rail Corporation, ConRail, and then a portion of them from ConRail to the National Railroad Passenger Corporation, Amtrak.

Specifically, the line of rail USRA-1102, main line Philadelphia-Pittsburgh, was conveyed to Amtrak. The aforementioned deeds of conveyance are marked City Exhibit No. 6, No. 7 and No. 8.

In City Exhibit No. 8 is the deed between ConRail and Amtrak conveying line 1102. On page number two of the deed, in addition to the other items conveyed in the deed, there are also conveyed Amtrak all rail property items that would properly be recorded in Account 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-CFR, Part 1201.

City Exhibit No. 9, which is an excerpt from the Uniform System of Accounts shows that the definition of Account No. 39 includes overhead highway bridges, including approaches.

Finally, in City Exhibit No. 10, which is an excerpt of page No. 243 of Volume I of the Final System Plan of the U. S. Railway Association, it is stated that, "In the terms customarily used for railroad conveyances, included are all items associated with the rail lines which could be recorded in Interstate Commerce Commission Account Nos. 1 through 45 and 90 and not otherwise designated for transfer or offer under this chapter or specifically excluded".

Accordingly, Amtrak is the owner of the rail and the bridge and the approaches and is responsible for the maintenance thereof.

Q What is the city ---

MR. COHEN: Excuse me. I am going to object to this entire line of questioning and move that the answer be stricken in that there is no foundation for the Witness's ability to testify on these matters. They represent conclusions of law, and for those reasons I would object to it and move that it be stricken.

MR. SMOLEN: The Commission asked specifically the opinion of the parties as to who should be responsible and why, and we're answering those particular questions. We have given the

why's.

Now, if we want to argue additionally on brief as to the law behind it, that is something else. But these are the exhibits which we have produced in response to the Commission's questions. If we want to brief it - and I am going to request briefs as well - we can argue any law questions that there are at that time.

MR. COHEN: Well, I believe the Commission's request would have -- I assume it would have intended for the evidence to be submitted by qualified people. We don't know whether Mr. Fike is qualified to testify to these matters. There has been no evidence concerning his qualifications in that regard.

JUDGE KLOVEKORN: I think it goes to the weight to be accorded rather than to its admissibility. That is why I will overrule the objection.

BY MR. SMOLEN:

Q Mr. Fike, the question before you, I think, is what is the city requesting at this time.

A The city is requesting four things. First, the city is requesting the Public Utility Commission to order Amtrak to continue to maintain the substructure and superstructure of the bridge and the entire rail/highway crossing, including approaches, at its sole cost and expense.

Second, the city is requesting the Public Utilities Commission to require Amtrak to immediately replace the

expansion dams on the structure at its sole cost and expense.

The city is requesting the Public Utilities Commission to require Amtrak to replace or rehabilitate the concrete bridge deck at its sole cost and expense when conditions require such work.

And finally, the city is requesting the Public Utilities Commission to order Amtrak to reimburse the city in the sum of $15,080.09, plus interest, for work ordered by the Commission and performed by the city.

MR. SMOLEN: The Witness is submitted for cross examination, Your Honor.

JUDGE KLOVEKORN: Thank you.

Who wishes to go first?

MR. HERSKOVITZ: I will go first.

CROSS EXAMINATION

BY MR. HERSKOVITZ:

Q You stated that the expansion dams should be replaced and eventually the deck should be rehabilitated or replaced. Those were the two items of repairs that you deem necessary in the future; is that correct?

A That is correct.

Q When do you think these items of work should be performed?

A Well, the expansion dam, as we stated, should be done immediately because it is under constant -- there is repair

plates on and they're constantly being kicked off by traffic, and the deck we would estimate maybe two to three years.

Q If the deck was replaced now, would that obviate the necessity for permanently replacing the expansion dams now at this time?

A The replacement of the deck would include new expansion dams.

Q If you put new expansion dams in now and replace the deck two to three years from now, you would have to put new ones in again; is that correct?

A Or you could re-use the ones you have placed.

Q 59th Street is a city highway?

A Yes, it is.

Q And that 59th Street does cross over the bridge?

A Yes, it does.

Q The 16,000 and some odd vehicles per day, is that mainly city traffic, local traffic?

A Both ends of the bridge are contained within the city.

Q So that would be mainly city residents?

A The majority would probably be city residents.

Q Do you know whether any funds are available, federal funds or state funds available for repair or rehabilitation of the bridge?

A No, I do not.

Q Is the bridge in its present state capable of carrying

legal loads?

A Structurally it is capable of carrying legal loads. The deck, like I said, the problem is with the expansion dam and the deck.

Q Would you recommend that an in-depth inspection be performed before any work is done?

A In-depth inspection of the entire bridge?

Q Yes.

A Yes.

Q But at this time there is no need, in your opinion, to post the bridge for lower than legal weight limit; is that correct?

A No.

Q No, that is not correct?

A No, it is not necessary to post the bridge.

MR. HERSKOVITZ: Okay. Thank you.

MR. COHEN: I have no questions at this time.

BY MR. MAZOR:

Q Mr. Fike, you indicated that there were sidewalks on the approaches. May we assume that there are sidewalks on the bridge as well?

A Yes, there are.

Q Are they nine feet wide like the approaches or are they smaller?

A They're nine feet wide on the bridge, also.

MR. MAZOR: Thank you.

JUDGE KLOVEKORN: Any other parties?

MR. DITTMAN: No questions.

MR. HUSS: No questions.

MR. CHILLEMI: No.

JUDGE KLOVEKORN: Mr. Smolen, any redirect?

MR. SMOLEN: Yes.

REDIRECT EXAMINATION

BY MR. SMOLEN:

Q Are you familiar with generally the area and how far this bridge is from the city line?

A Yes. Well, City Line Avenue is indicated on the exhibit.

Q And approximately how far is it?

A I would say approximately a mile.

Q So that the traffic utilizing the bridge is not necessarily Philadelphia traffic; it could be Montgomery County traffic?

A That is true.

MR. SMOLEN: No further questions.

JUDGE KLOVEKORN: No further questions, the Witness is excused. Thank you very much.

MR. SMOLEN: If Your Honor please, I would like to move for the admission of City Exhibits 1 through 10.

JUDGE KLOVEKORN: The documents will be received into

evidence.

MR. SMOLEN: Thank you, Your Honor.

JUDGE KLOVEKORN: Mr. Cohen?

MR. COHEN: I would like to call Richard Cooper.

RICHARD H. COOPER, called as a witness on the part of Amtrak, being duly sworn according to law, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. COHEN:

Q Would you state your name and address, please?

A My name is Richard H. Cooper. My address is Room 1445, Suburban Station Building, 1617 JFK Boulevard, Philadelphia, Pennsylvania, 19103.

Q By whom are you employed and in what capacity?

A I am employed by the National Railroad Passenger Corporation, also known as Amtrak, as the senior engineer for public projects.

Q Are you authorized to testify for Amtrak in this matter before the Commission today?

A Yes, I am.

MR. COHEN: With your permission, Judge, we have prepared the questions and answers to Mr. Cooper's testimony and have distributed them as far as I know to every party here represented or appearing.

I would move, if there is no objection, to enter those

questions and answers on the record consistent with the exhibits already provided to you and to the Reporter.

JUDGE KLOVEKORN: Fine. No problem with that.

(NRPC Statement No. 1, being Direct Testimony of Richard H. Cooper, was produced and marked for identification.)

(NRPC Exhibit No. 1, being Drawings, was produced and marked for identification.)

MR. SMOLEN: If Your Honor please, may we have a few minutes?

JUDGE KLOVEKORN: Why don't we take a brief recess to be able to read the questions and answers?

(Short recess.)

(Richard H. Cooper resumes.)

JUDGE KLOVEKORN: Let's go back on the record.

Mr. Herskovitz?

CROSS EXAMINATION

BY MR. HERSKOVITZ:

Q Mr. Cooper, have you given a cursory examination to the bridge?

A Yes, I did.

Q Do you agree with Mr. Pike's analysis that the expansion dams must be replaced and the bridge deck will soon need to be replaced?

A I agree with his statement concerning the expansion dams. I have no firsthand knowledge to be able to say anything

about the bridge deck needing replacement.

Q Do you feel at this time that the bridge needs to be posted for anything less than legal load limits?

A I can't say that.

Q Do you feel that an in-depth inspection is warranted?

A I feel an inspection should be made, yes.

Q Before any repairs are made?

A Generally that would be a good procedure, yes.

MR. HERSKOVITZ: I have no further questions. Thank you.

JUDGE KLOVEKORN: Mr. Mazor?

MR. MAZOR: No questions, Your Honor.

JUDGE KLOVEKORN: Thank you.

Mr. Smolen?

MR. SMOLEN: Yes.

BY MR. SMOLEN:

Q You would agree - would you not - Mr. Cooper, that a grade crossing at this site would not be feasible?

A I would say --- I would not say it would not be feasible. Perhaps it would not be practical.

MR. MAZOR: How about desirable?

THE WITNESS: Desirable.

BY MR. SMOLEN:

Q Now, Amtrak has the plans for this particular bridge; does it not?

A We received the plans when we acquired the operating

right-of-way.

Q And you received those from the trustees of Penn Central via ConRail?

A Yes.

Q And Amtrak has in fact performed maintenance on this bridge; has it not?

A If you want to term placing steel plates over holes as maintenance, that is the extent of what was done.

Q And you state because of manpower and budget problems you advise that you would not be able to attend to those problems in the future?

A That is correct.

MR. SMOLEN: No further questions.

JUDGE KLOVEKORN: Thank you.

Any other party have any questions for Mr. Cooper?

MR. HERSKOVITZ: Your Honor, I have a couple additional questions, if I may.

JUDGE KLOVEKORN: Certainly.

BY MR. HERSKOVITZ:

Q Is not the existence of this bridge a separated structure of benefit to Amtrak as opposed to a grade crossing?

A I would say with the volume of traffic it certainly is a better choice than a grade crossing.

Q A grade crossing would be much more dangerous for both Amtrak and vehicles?

A Right.

MR. HERSKOVITZ: No further questions. Thank you.

JUDGE KLOVEKORN: Any redirect?

MR. COHEN: No.

JUDGE KLOVEKORN: Nothing further, thank you very much, Mr. Cooper. The Witness is excused.

MR. COHEN: I would move to admit the exhibits already distributed and referred to in Mr. Cooper's testimony as I believe it's NRPC-1.

JUDGE KLOVEKORN: Without objection, the document will be received into evidence.

Mr. Huss?

MR. HUSS: Brian Woodburn.

BRIAN G. WOODBURN, called as a witness on the part of SEPTA, being duly sworn according to law, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. HUSS:

Q Would you give your full name and address?

A Brian G. Woodburn.

Q By whom are you employed and in what capacity?

A It's 200 West Wyoming Avenue, Philadelphia, 19140. I am employed by Southeastern Pennsylvania Transportation Authority, also known as SEPTA, as an assistant project engineer.

Q Are you authorized to testify in this matter?

A Yes, I am.

Q What is SEPTA's involvement at this crossing?

A SEPTA operates a route G bus across 59th Street at this location. Underneath we operate 44 scheduled round trips by our Paoli/Bryn Mawr commuter rail service. These trips are operated with electrified superonic cars on Amtrak trackage.

Q Does SEPTA have any opinion as to the condition of the structure?

A Since we're only using the tracking rights of Amtrak, we defer opinion to those parties responsible for maintaining this structure.

Q Has SEPTA performed any maintenance to this structure?

A None.

Q Will SEPTA agree to perform any repairs or maintenance to the structure?

A No.

MR. HUSS: The Witness is available for cross examination.

CROSS EXAMINATION

BY MR. HERSKOVITZ:

Q I will ask the same question that I asked Amtrak's witness.

Does not the existence of a separated structure result in a benefit to the operations of SEPTA ---

A Yes.

Q --- at this location?

It is much safer than an at grade crossing?

A Of course.

MR. HERSKOVITZ: Thank you.

JUDGE KLOVEKORN: Mr. Mazor?

MR. MAZOR: No questions, Your Honor.

JUDGE KLOVEKORN: Mr. Smolen?

BY MR. SMOLEN:

Q How many route G busses operate over that bridge on a daily basis?

A Approximately 100 round trips.

Q That is 100 round trips daily?

A Yes.

Q If that bridge were not there, how would SEPTA have to operate that route G bus? How would SEPTA operate the route G bus, if you know?

A We would probably have to seek another route, either 52nd Street or further west.

MR. HUSS: I object to that on the basis of what does it have to do with this proceeding? There is no evidence that this bridge is below legal limit or anything else.

JUDGE KLOVEKORN: Well, he has answered the question. So ---

MR. SMOLEN: The question has been asked and answered. I have nothing more along that line.

BY MR. SMOLEN:

Q Under the bridge you say SEPTA operates 44 round trips daily on commuter lines?

A Right. They're scheduled round trips.

Q And that's an electrified line; is it not?

A Yes, sir.

Q And by what authority are you operating there?

A Since their take-over of the commuter rail service on January 1, 1983, I believe we have trackage rights with the National Railway Passenger Corporation.

Q For which SEPTA makes some payment, some remuneration in some fashion?

A I would assume that we do.

MR. SMOLEN: No further questions.

JUDGE KLOVEKORN: Any other party have any questions of Mr. Woodburn?

MR. COHEN: Yes, I have a question.

BY MR. COHEN:

Q What are the terminal points of route G?

A Route G operates from south Philadelphia to the Overbrook section right in the vicinity of City Line Avenue.

Q All entirely within the city limits?

A Yes.

MR. COHEN: Thank you.

JUDGE KLOVEKORN: No further questions of the Witness, any

redirect, Mr. Huss?

MR. HUSS: No.

JUDGE KLOVEKORN: Mr. Woodburn, you're excused. Thank you very much, sir.

MR. MAZOR: I guess we're next, Your Honor.

Mr. Heebner, please.

ROGER W. HEEBNER, called as a witness on the part of ConRail, being duly sworn according to law, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. MAZOR:

Q Please state your full name, spell your last name, business address for the record, sir.

A Roger W. Heebner, H-E-E-B-N-E-R. I am a senior civil engineer with ConRail. My address is 15 North 32nd Street in Philadelphia, 19104.

Q And are you authorized to testify on behalf of ConRail in this proceeding?

A Yes, I am.

Q Mr. Heebner, what is ConRail's involvement train-wise at the site of the subject rail/highway crossing?

A Well, we operate trains under a trackage agreement with Amtrak, our current volume being approximately six trains a day.

Q Are those trains dispatched by Amtrak?

A Yes, they are.

Q And Amtrak is paid under trackage rights agreements for the privilege of operating over their tracks; is that correct?

A That is correct.

Q Of the testimony you have heard here this morning, is there anything in the condition of the bridge that would affect our operations through this area?

A Nothing that I have heard, no.

Q All right. And with respect to questions nine, ten and 11, has ConRail performed any maintenance or made any improvements to the structure or its approaches?

A No, we have not.

Q And does ConRail agree to perform any work that might be deemed necessary?

A No, we do not.

Q Does ConRail agree to assume any responsibility for either cost of any work done or any future maintenance of this structure?

A No, we will not.

MR. MAZOR: The Witness is available for cross examination.

CROSS EXAMINATION

BY MR. HERSKOVITZ:

Q The inevitable question, Mr. Heebner, does not ConRail receive a benefit as well from the existence of a separated structure as opposed to a grade crossing?

A Certainly our involvement is a much lesser degree than either Amtrak or SEPTA. At six trains a day, we have numerous crossings on the ConRail system which are not grade separated.

Q You are saying the benefit may be relative depending on number of trains you operate, but there is still a benefit to ConRail; is that not correct?

A There may be some slight benefit.

Q But a separated structure is much safer than an at grade crossing?

A Generally that is true, yes.

MR. HERSKOVITZ: Thank you.

JUDGE KLOVEKORN: Mr. Smolen?

BY MR. SMOLEN:

Q For what period of time was ConRail the owner of the rail line below this bridge; do you know?

A I believe it was a simultaneous transaction.

MR. MAZOR: Actually, on April 1, 1976, the property passed from Penn Central trustees to ConRail to Amtrak on that same day. It was the amount of time it took ConRail to sign the deed. It was a simultaneous transaction. So, we never actually owned the line.

MR. SMOLEN: No further questions.

JUDGE KLOVEKORN: Thank you.

Mr. Cohen?

MR. COHEN: No questions.

JUDGE KLOVEKORN: Any other party have any questions of the Witness?

MR. DITTMAN: No.

JUDGE KLOVEKORN: If not, the Witness is excused. Thank you very much.

Mr. Dittman?

MR. DITTMAN: Your Honor, the Department has no additional testimony to that which has been brought forth.

JUDGE KLOVEKORN: Thank you.

Any other party have any testimony to present here?

MR. HERSKOVITZ: Your Honor, the Commission would like to present a witness. But before I present him, I would just like to ask Mr. Dittman whether he knows if this bridge is on the bridge bill.

MR. DITTMAN: Your Honor, off the record.

JUDGE KLOVEKORN: Off the record.

(Off record discussion.)

MR. DITTMAN: Your Honor, on the record, I will check whether or not the structure is on the Act 235 of 1982, and in the event it is, I will provide the Commission within ten days of notice of that fact.

JUDGE KLOVEKORN: Thank you.

Before you call your witness, we have a representative of PGW here.

MR. ZIMMERMAN: John Zimmerman, Philadelphia Gas Works.

Did you want a card?

JUDGE KLOVEKORN: You have no testimony to present?

MR. ZIMMERMAN: I have nothing.

MR. HERSKOVITZ: Dave Hart.

DAVID C. HART, called as a witness on the part of the PUC Trial Staff, being duly sworn according to law, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. HERSKOVITZ:

Q Please state your name and address.

A David C. Hart, H-A-R-T.

Q Your address, business address?

A Room 408, Transportation & Safety Building, Harrisburg, Pa.

Q By whom are you employed?

A Pennsylvania Public Utility Commission.

Q And in what capacity?

A Civil engineer.

Q Are you a professional engineer?

A Yes, I am.

Q Registered in the Commonwealth of Pennsylvania?

A Yes.

Q Are you authorized to testify on behalf of the Public Utility Commission Trial Staff in this proceeding?

A Yes, I am.

Q Are you familiar with the 59th Street Bridge which is the subject matter of this proceeding?

A Yes.

Q And you have inspected that bridge recently?

A Yes.

Q Is it your opinion --- do you have any opinion as to whether or not an in-depth inspection is required?

A After making a cursory inspection of the bridge, I feel an in-depth inspection should be performed at this time before major rehabilitation is started on the bridge.

Q When you say before major rehabilitation, what exactly are you referring to? The bridge deck?

A Well, yes. The city alluded to a bridge deck to be replaced in two or three years. I feel an in-depth inspection should be performed before that has taken place.

Q Why do you suggest that this inspection be performed prior to that?

A Well, it's my opinion to perform an in-depth inspection, to find if anything else is wrong with the bridge at this time before you spend the money to put a new deck in this, find out if any other parts of the bridge needs replaced at this time.

Q Do you have any opinion as to whether the expansion dams should be replaced?

A Yes. After looking at the expansion dams I feel they

should be replaced immediately before an in-depth inspection is conducted because I feel the expansion dams probably won't last, a temporary replacement probably won't last for more than a year or so.

Q Thank you.

Are there any other repairs that are necessary at this time?

A No. I see no other repairs at this time.

MR. HERSKOVITZ: Thank you.

The Witness is available for cross examination.

Off the record.

(Off record discussion.)

CROSS EXAMINATION

BY MR. MAZOR:

Q Mr. Hart, based on your inspection, do you feel that there is any need to post a weight limit on that structure at this time?

A Well, I just did a cursory inspection. It is hard for me to tell without having an in-depth inspection in front of me. I couldn't really say.

Q In the records of the Commission, were you able to find any order of this Commission or the Public Service Commission fixing maintenance responsibility for this structure?

A No, I didn't.

MR. MAZOR: Thank you, sir.

That's all I have, Your Honor.

BY MR. SMOLEN:

Q Mr. Hart, you said you couldn't find any. You are not implying that there is no such order? It's just that you couldn't find any?

A That is correct.

Q Now, with respect to the expansion dams, I wasn't quite clear, did you say that the expansion dams should be replaced now on a permanent basis or on a temporary basis, or can it be done?

A I feel it could be replaced now on a permanent basis and then a complete -- whatever it finds necessary in an in-depth inspection, that follow-up.

Q So, your view is the expansion dam should now be replaced on a permanent basis?

A That is correct.

Q Now, if, as and when redecking is required, what effect would that have on the permanent expansion dams replacement?

A I believe you can work that in with a permanent expansion dam.

Q So, double work would not have been done?

A No, I would not like to see double work at this time.

MR. SMOLEN: No further questions.

MR. COHEN: No questions.

JUDGE KLOVEKORN: Any other party have any questions of Mr. Hart?

Any redirect?

MR. HERSKOVITZ: None, Your Honor.

JUDGE KLOVEKORN: If not, the Witness is excused. Thank you very much, Mr. Hart.

No further testimony to be heard at this time ---

MR. SMOLEN: If Your Honor please, I did make an initial request for briefs to be filed in this proceeding on all the issues and particularly on the issue of maintenance and reconstruction and rehabilitation responsibility.

I would ask for some additional time within which to file the brief so we can get the answer from PennDOT as to whether it is covered under Act 235 of 1982 and then thereafter perhaps a 35 to 40 day period for briefs, perhaps during which an in-depth inspection can be made so that we're not holding up the proceeding. We're just talking about the maintenance responsibilities.

MR. DITTMAN: Your Honor, can I comment on that?

I will, as I advised this Tribunal, submit promptly information as to whether it is covered by Act 235, but I don't perceive that as a prerequisite to legal arguments. I thought the hearing today was strictly to consider the scope of work and inspection responsibilities, whereas the Act 235 solely relates to funding sources. I don't believe any final costs will be part

of today's order.

MR. COHEN: I have several requests on behalf of Amtrak.

One is that we be given leave to submit rebuttal testimony to that testimony offered by the city, and, second, that the record be kept open at least for the period that Mr. Smolen requested for us to file exhibits since it is very possible that essentially we're talking about just a legal argument, and I do want to make sure that the Commission has all of the evidence available to it and you, the Judge, has all of the evidence available to it and all of the documents that are pertinent.

Obviously, I wasn't prepared for a cosmic argument that the city offered today, and I think both Amtrak and this Tribunal would benefit from a more thorough submission than I am prepared and able to do today.

MR. DITTMAN: Is Counsel implying he needs another hearing or that he may ---

MR. COHEN: I may need another hearing. I don't know whether we're talking just about legal arguments with documents that can be put in the record and Counsel can argue from or whether there is in some way testimony that would be helpful in framing the issues and getting the evidence necessary to make those determinations.

MR. HERSKOVITZ: Your Honor, may I ask Mr. Cohen, is he requesting that the record be left open for a certain amount of

time so that he can notify the Commission?

MR. COHEN: Yes.

MR. HERSKOVITZ: Maybe a time limit should be put on that.

MR. COHEN: I would not object to that.

MR. HERSKOVITZ: If he has any other testimony, if Your Honor is going to leave the record open.

JUDGE KLOVEKORN: It seems like a reasonable suggestion to me.

What do you propose?

MR. COHEN: I would say --- I believe I should be able to notify you within ten days as to whether there is any additional testimony, and after that it would just be a matter of leaving the record open, and Mr. Smolen is apparently looking for 30 to 45 days himself for briefing, and that would enable us to file our exhibits if such were necessary and for both parties to have an opportunity to review the exhibits and prepare their briefs from it.

MR. SMOLEN: I understood what Your Honor said, but I am not clear as to what Counsel has said.

I thought the record was going to be open for the period of ten days within which time Counsel was to notify Your Honor and the other parties whether he had additional testimony and/or exhibits to be introduced, in which event I thought there would be another hearing.

If there are no additional testimony and exhibits, then

the briefing schedule would naturally ensue. Have I stated that correctly?

MR. COHEN: Yes.

MR. DITTMAN: That is fine with us.

JUDGE KLOVEKORN: We will keep the record open for a period of ten days, at which time if there is no request for additional hearing, the parties will submit briefs, initial briefs due October 1st.

MR. SMOLEN: That is satisfactory to me.

JUDGE KLOVEKORN: Reply briefs 15 days thereafter.

MR. SMOLEN: Thank you very much, Your Honor.

JUDGE KLOVEKORN: Nothing further this morning, this hearing is adjourned. Thank you very much.

(Whereupon, at 11:02 o'clock a.m., the proceeding ended.)

--oOo--

I hereby certify that the foregoing is a true and correct transcript of my stenotype notes taken by me during the hearing on the above cause, at the herein indicated time and place, before the Pennsylvania Public Utility Commission.

Ray E. Sweigart, R.P.R.

(The foregoing certification of this transcript does not apply to any reproduction of the same by any means unless under the direct control and/or supervision of the certifying reporter.)

Holbert Associates
RAY E. SWEIGART
401 Kunkel Building
301 Market Street
Harrisburg, Pa. 17101

N

CITY LINE AVE.

68TH

59TH

57TH

Wynnfield Ave.

WOODBINE AVE.

Wynnfield Sta.

(Schuylkill Branch)

PARKSIDE AVE.

SEPTA

FAIRMOUNT PARK

Overbrook Sta.

59TH St.

UPLAND WAY

P.R. BRIDGE # 4.77

LANCASTER AVE.

AMTRAK (Pittsburgh Main Line)

63RD St.

Playg'd

Overbrook High Schoo

65TH

52ND St.

52ND St. Sta.

...rna. Inst. for the Blind

RECEIVED

AUG 23 1983

SECRETARY'S OFFICE
Public Utility Commission

I-830373

~~P.U.C.~~ city

EXHIBIT 1

Scale: 1" = 500'

Photo 8-18-83

83 5069

59th Street Bridge over AMTRAK North of Lancaster Avenue -
Cost Breakdown for PUC Ordered Repairs - Docket No. M-830338

I-830373
CITY EXHIBIT 2
Phila 8-18-83

"SUMMARY"

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LABOR

Bridge Maintenance Unit	$8,801.18	(see p. 2 of 4)
1st Highway Maintenance District	458.63	(see p. 4 of 4)
Labor Total	$9,259.81	

EQUIPMENT

Bridge Maintenance Unit	$739.76	(see p. 3 of 4)
1st Highway Maintenance District	37.50	(see p. 4 of 4)
Equipment Total	$777.26	

MATERIAL

Bridge Maintenance Unit	$1,100.02	(see p. 3 of 4)
1st Highway Maintenance District	31.40	(see p. 4 of 4)
Material Total	$1,131.42	

Labor Total	$9,259.81
Material Total	777.26
Equipment Total	1,131.42
Grand Total	$11,168.49

59th Street Bridge over AMTRAK North of Lancaster Ave.
– Cost Breakdown for PUC Ordered Repairs
Docket No. M-830338 "Bridge Maintenance Unit"

March, 1983	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	Hrs.	Rate	Total
Labor																								
Williams, Supt.	1½	3	1½			1½			3	1½			1½		1½					2½	1	18½	14.36	265.66
Cotilus, Supv.	1½	1½	1½			1½	1½		1½	3			1½	1½	1½	1½	1½					19½	12.488	243.52
Keeler, IW Fore.		8	8			8	4	8	8	8			8	8	8							76	9.363	711.59
Tucker, IW		8	8			8	4		8	8			8	8	8							68	9.036	614.45
Bailey, IW		8	8			8	4	8	8	8			8	8	8							76	9.036	686.74
Corbin, IW		8	8			8			8	8			8	8								56	8.48	474.88
McLeod, HEO 2		8				8	4															20	9.321	186.42
Robinson, HEOI			8					8	8	8			8	8	8							56	9.038	506.13
Eberhardt, HEOI			8			8			8	8			8	8								48	9.354	448.99
Dixon, MF			8						4				8									20	9.90	198.00
Ferguson, EOI			8						4				8									20	7.988	159.76
Michaels, IW						8	4	8	8	8			8	8								52	9.036	469.87
D'Onofrio, SM			8						4				8									20	8.801	176.02
Giles, CF			8						4				8									20	8.96	179.20
Stith, SS									4				8									12	7.818	93.82
Davis, Labor.			8						4				8									20	6.344	126.88
LeGreo, EO I										8												8	7.99	63.92

CF – Cement Finisher
EO – Equipment Operator
HEO – Heavy Equipment Operator
IW —Iron Worker
MF – Mason Foreman
SM – Stone Mason
SS – Semi-Skilled

Job Order No.
83-478
83-507

Sub-Total Labor	$5,605.85
57% Fringe Benefits	3,195.33
Labor Total-Bridge Maintenance	$8,801.18

59th Street Bridge over AMTRAK North of Lancaster Ave.
– Cost Breakdown for PUC Ordered Repairs
Docket No. M-830338 "Bridge Maintenance Unit"

March, 1983	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	Hrs.	Rate	Total
Equipment																							
Truck #750251			8		8			8	8	8			8	8	8						64	4.00	256.00
Compressor #815381			8					8					8								24	1.50	36.00
Compressor #741549															8						8	1.50	12.00
Boom Truck #820091			8		8			8	8					8							40	4.50	180.00
Welder #760048			8		8			8	8				8	8							48	1.50	72.00
Car #796311	1½		1½		1½			3	1½				1½		1½					1½	13½	1.75	23.63
Sta. Wagon #796578	1½	1½	1½		1½	1½		1½	3				1½	1½	1½	1½	1½				19½	1.75	34.13
Truck #826436			8					4	8				8								28	4.50	126.00

Bridge Maintenance Equip. Total $739.76

Material

Plate, 3/4"x4'x36'	($5.885/sq ft. x 144 sq. ft.)	$847.44
Angle, 3"x3"x3/8"x20'	($1.31/lin ft.x 20 lin. ft.)	26.20
Cement, 4 bags	($3.88/bag x 4 bags)	15.52
Sand, 1½ ton	($14.00/ton x 1½ ton)	21.00
Stone, 3/4 ton	(14.00/ton x 3/4 ton)	10.50
Bolts, 20 each – 1" diameter x 8" long	($2.74 each x 20 each)	54.80
Welding Rods, 20 lbs.	(.578¢/lb x 20 lbs.)	11.56
Quick Patch, 16 bags	($5.95/bag x16 bags)	95.20
Concrete, Hwy. Mix – 178 Units	(.10¢/unit x 178 units)	17.80

Bridge Maintenance Material Total $1,100.02

59th Street Bridge over AMTRAK North of Lancaster Ave.
- Cost Breakdown for PUC Ordered Repairs
Docket No. M-830338 "1st Highway Maintenance District"

Labor	March 14, 1983 - Hrs.	March 18, 1983 - Hrs.	Hrs.	Rate	Total
Street Repair Supv.	2	4	6	10.30	61.80
Street Repair Fore.	2	4	6	8.57	51.42
Equipment Operator I	2	4	6	7.83	46.98
Semi-Skilled Laborer	2	2	4	7.60	30.40
Laborers	4	6	10	7.02	70.20
Asphalt Rakers	0	4	4	7.83	31.32
				Sub-Total Labor	$292.12
				57% Fringe Benefits	166.51
				1st Highway Labor Total	$458.63

Equipment

Station Wagon	2	4	6	1.75	10.50
Truck - 21,000 GVW	2	4	6	4.50	27.00
				1st Highway Equipment Total	$37.50

Material

Laykold - 1 ton @ $31.40 per ton	31.40
Rubberized Patching Material - ½ ton, Material Suppliers Complimentary Sample (No Cost)	0
1st Highway Material Total	$31.40

I-830373
CITY EXHIBIT 3
Phila 8-18-83

59th Street Bridge over AMTRAK, North of Lancaster,
Cost Breakdown for PUC Ordered Repairs, Docket No. 1-830373
SUMMARY
(covers work performed July 7, 1983 to July , 1983)

LABOR

BRIDGE MAINTENANCE UNIT:	$2867.37	
1st Highway Maintenance dist.	489.82	
LABOR TOTAL=		3357.19

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Public Utility Commission

EQUIPMENT

BRIDGE MAINTENANCE UNIT:	$353.00	
1st Highway maintenance dist.	51.25	
EQUIPMENT TOTAL=		404.25

MATERIAL

BRIDGE MAINTENANCE UNIT:	$35.53	
1st Highway maintenance dist.	114.65	
MATERIAL TOTAL=		150.18
GRAND TOTAL =		3911.62

AUG 24 1983

59th Street Bridge over AMTRACK, North of Lancaster Ave.,
Cost Breakdown For PUC Ordered Repairs - Docket No. 1-830373
BRIDGE MAINTENANCE UNIT (J.O. #84-16, #84-26)

JULY, 1983	7/7	7/8	7/11	7/19	7/21	TOTAL HOURS	HOURLY RATE	EXTENSION
LABOR								
WILLIAMS, ENGR.	2	2	2	2	2	10	15.501	155.01
COTILUS, SUPT.	2	2	2	2	2	10	13.419	134.19
KEELER, IW FORE	8			2	8	18	10.123	182.21
TUCKER, IW, RELIEF FOR	8	0/8		2	8	18/8	9.76/10.521	259.85
MICHAEL, IW	8				8	16	9.76	156.16
BAILEY, IW	8				6	14	9.76	136.64
CORBIN, IW	8				8	16	9.111	145.78
MCLEOD, HEO2	8	8		2		18	10.24	184.32
EBERHARDT, HEO1	8	8			8	24	10.103	242.47
PENDER, JR., IW			8			8	9.025	72.20
WILLIAMS, IW		8	8			16	9.845	157.52
						SUB-TOTAL LABOR		1826.34
						FRINGE BENEFITS, 57%		1041.02
						BRIDGE MAINTENANCE LABOR		2867.37

IW: IRONWORKER
FORE: FOREMAN
HEO: HEAVY EQUIPMENT OPERATOR

EQUIPMENT								
TRUCK #786156	8	8		2	8	26	4.50	117.00
TRUCK #820017			8			8	4.50	36.00
WELDER #760048	4	4	4	2	8	22	1.50	33.00
BOOM TRUCK# 820099	8	8				16	7.00	112.00
COMPRESSOR #790019					8	8	2.50	20.00
CAR # 796311	2	2	2	2	2	10	1.75	17.50
STATION WAGON #796578	2	2	2	2	2	10	1.75	17.50
						BRIDGE MAINTENANCE EQUIPMENT		353.00

MATERIAL	QUANTITY	UNIT PRICE	
			17.85
QUICK SET, 50 lbs. bags.	3ea.	5.95/ea	
WELDING ROD	5pound	0.578/lb	2.89
REINFORCING ROD, #5	5ft.	0.197/ft	.99
STEEL PLATE, ½X2"	20ft.	0.690/ft	13.80
BRIDGE MAINTENANCE MATERIAL			35.53

59th Street Bridge over AMTRAK, North of Lancaster Avenue,
Cost Breakdown for PUC Ordered Repairs, Docket No. 1- 830373
1st Highway Maintenance District

July, 1983	7/8	7/19	7/21	7/29	TOTAL HOURS	HOURLY RATE	EXTENSION
STREET REPAIRS SUPV.	1.0	3.0	1.0	1.0	6.0	11.124	66.74
STREET REPAIRS FOREMAN	1.0	3.0	1.0	1.0	6.0	9.256	55.54
LABORER, SEMI-SKILLED		3.0		1.0	4.0	8.208	32.83
LABORER	1.0	3.0	1.0	1.0	6.0	7.582	45.49
LABORER	1.0	3.0	1.0	1.0	6.0	7.582	45.49
LABORER	1.0		1.0		2.0	7.582	15.16
EQPT. OPERATOR ONE	1.0	3.0	1.0	1.0	6.0	8.456	50.74
				Subtotal Labor			311.99
				Fringe Benefits, 57%			177.83
				1st Labor Total			489.82
EQUIPMENT							
24[illegible]0 TRUCK	1.0	3.0	1.0	1.0	6.0	4.50	27.00
STATION WAGON	1.0	3.0	1.0	1.0	6.0	1.75	10.50
COMPRESSOR		3.0	1.0		4.0	2.50	10.00
TAR WAGON		3.0	1.0	1.0	5.0	.75	3.75
				1st Highway Maintenance equipment total=			51.25

MATERIAL	QUANTITY	UNIT PRICE	EXTENSION
COLD MIXING TOPPING	½ TON	34.00/TON	17.00
MODIFIED SHEET TOPPING	3.5 TON	27.90/TON	97.65
		1st Highway Material Total	114.65

DEPARTMENT OF PUBLIC WORKS.

Bureau of Highways.

Item 30-S. Repairing, resurfacing and all kinds of maintenance and work on all classes of streets and roads by contract or City forces, including hire, repair, replacement and purchase of machinery, equipment and materials $200,000

Approved the second day of July, A. D. 1926.

W. FREELAND KENDRICK,
Mayor of Philadelphia.

AN ORDINANCE

Designating and approving the National Bank of Olney as a depository of the City's money.

Section 1. *The Council of the City of Philadelphia ordains,* That the National Bank of Olney be, and is hereby designated and approved as a depository of the City's money: *Provided,* That the said Company shall pay the rate of interest required by the ordinance approved the 30th day of July, 1920, entitled "An Ordinance regulating the deposit of City money and fixing the amount of interest to be paid thereon;" and shall first pay into the City Treasury the sum of fifty (50) dollars for the publication of this ordinance.

Approved the second day of July, A. D. 1926.

W. FREELAND KENDRICK,
Mayor of Philadelphia.

AN ORDINANCE

To amend the Budget appropriation for 1926 to the Departments of Inspectors of County Prisons and Public Works.

Section 1. *The Council of the City of Philadelphia ordains,* That the Budget appropriation for 1926 be hereby amended as follows:

In Section 12, providing for an appropriation to the Inspectors of County Prisons, Reed Street Prison, Item A-1, by striking out

"30. Physician (woman) ..... 1 at 1,800"

and inserting in lieu thereof

"30. Physician ..... 1 at 2,500

Provided, That Section 5 of the ordinance of February 28, 1856, shall not apply to this item."

In Section 29, providing for an appropriation to the Department of Public Works, Bureau of City Property, Item A-57, by striking out

"8. Lavatory attendant .....17 at 1,000"

and inserting in lieu thereof

"8. Lavatory attendant .....16 at 1,000
11½. Assistant foreman of laborers..... 1 at 1,000"

Approved the second day of July, A. D. 1926.

W. FREELAND KENDRICK,
Mayor of Philadelphia.

AN ORDINANCE

Amending and supplementing an ordinance approved the 8th day of July, 1915, entitled "An Ordinance amendatory of and supplementary to an ordinance entitled 'An Ordinance giving authority and consent by the City of Philadelphia to the construction, maintenance and operation of so much of the proposed branch or

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I-830373
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improved line of The Pennsylvania Railroad Company, extending from a point in the said City on its present main line at or near Fifty-sixth street, Philadelphia, to connections with its low-grade line and Trenton Branch, at or near Glen Loch, in Chester County, as is located within the limits of said City, and for the purpose of aiding and enabling the construction thereof, providing upon certain terms and conditions for change and alteration of certain City plans by revising the lines and grades of certain streets thereon; by striking therefrom and vacating portions of certain streets, by extending certain existing streets, by opening certain new streets, and by making such revisions of lines and grades as may be necessary to properly complete the City plans within certain limits of the Thirty-fourth Ward of the said City,' approved the 23d day of November, 1905."

Whereas, By ordinance approved the twenty-third day of November, 1905, the Councils of the City of Philadelphia granted to The Pennsylvania Railroad Company their consent and authority to the construction, maintenance and operation of so much of a then proposed branch or improved line of the Railroad Company, extending from a point in the said City on the Company's main line at or near Fifty-sixth street, to connections with its low-grade line and Trenton Branch, at or near Glen Loch, in Chester County, as is located within the limits of the City of Philadelphia, as shown on a plan filed in the Department of Public Works, Bureau of Surveys, which ordinance provided for the revising of the lines and grades of certain streets and roads as therein set forth, and the striking of certain streets or roads from the City plan; and did also provide that there should be no crossing of streets or roads at grade by the said railroad or line, and that the cost of constructing and maintaining bridges overhead or undergrade, and of tunnels should be borne as therein set forth, and that certain sewers, drainage channels, water pipe, electrical conduits and other conduits should be constructed and maintained as in said

ordinance provided; and that an agreement should be made between the City and The Pennsylvania Railroad Company conditioned upon the performance by the Railroad Company of the obligations imposed upon it by the said ordinance, and that it, the said Railroad Company, should give a bond to the City in the sum of two hundred and fifty thousand (250,000) dollars to indemnify the City from and against all damages which might arise under said ordinance;

And Whereas, The said work provided in said ordinance of the twenty-third day of November, 1905, to be done, and the several obligations and conditions therein provided to be fulfilled and met, had not entirely been done or fulfilled and met in the year 1915, although in large part done, fulfilled and met, the said Councils of the City of Philadelphia, by ordinance approved the eighth day of July, 1915, did amend and supplement said ordinance of the twenty-third day of November, 1905, and did provide for the construction and for the cost of maintenance of certain bridges and for the grading and paving of certain streets, and for the revising of the lines and grades of certain streets, and the striking of certain streets from the City plan, and did provide for the location and grade of the said branch or improved line in accordance with a plan and profile filed before the enacting of said ordinance of the eighth day of July, 1915, and did provide for the performance by the Railroad Company of certain covenants, promises and conditions; and did further provide that the Railroad Company, before the ordinance should become effective, should enter into an amendatory and supplemental agreement with the City for the faithful performance by the Company of the terms and conditions of the obligations and terms of the ordinance, and should also give to the City an indemnifying bond, which agreement and bond were duly given;

And Whereas, The property as provided in said two ordinances to be dedicated has been duly dedicated, and all the streets agreed to be graded and paved, with the exception of small sections thereof, have been so graded

and paved, but certain bridges and tunnels still are to be constructed, and the City is willing to extend the time for the completion of said work and to modify the terms with respect to the construction of the bridge from the intersection of Fifty-ninth street and Lancaster avenue to the intersection of Fifty-seventh street and Upland way; therefore

SECTION 1. *The Council of the City of Philadelphia ordains,* That Section 1 of an ordinance approved the eighth day of July, 1915, entitled "An Ordinance amendatory of and supplementary to an ordinance entitled 'An Ordinance giving authority and consent by the City of Philadelphia to the construction, maintenance and operation of so much of the proposed branch or improved line of The Pennsylvania Railroad Company, extending from a point in the said City on its present line at or near Fifty-sixth street, Philadelphia, to connections with its low-grade line and Trenton Branch, at or near Glen Loch, in Chester County, as is located within the limits of said City, and for the purpose of aiding and enabling the construction thereof, providing upon certain terms and conditions for change and alteration of certain City plans by revising the lines and grades of certain streets thereon, by striking therefrom and vacating portions of certain streets, by extending certain existing streets, by opening certain new streets, and by making such revisions of lines and grades of streets as may be necessary to properly complete the City plans within certain limits of the Thirty-fourth Ward of the said City,' approved the 23d day of November, 1905," be, and the same is hereby amended and supplemented by adding to that portion of said section which amended Section 5 of the ordinance approved the 23d day of November, 1905, the following:

"The building of a bridge on the line of the new street from the intersection of Fifty-ninth street with Lancaster avenue, to the intersection of Fifty-seventh street with Upland way, which the said The Pennsylvania Railroad Company is obliged to build, may and shall be constructed as a steel or masonry bridge

where the street is carried over existing tracks, and the remaining roadbed of the street between Lancaster avenue and Upland way may be built and laid upon an embankment. As the Railroad Company may decide to lay additional tracks between Lancaster avenue and Upland way, it shall have and is hereby given the right to build a steel or masonry bridge to replace the portion of the roadbed of said street which may have been laid upon an embankment, and so to do from time to time, until the entire distance between Lancaster avenue and Upland way, which may have been laid upon the embankment is replaced with a steel or masonry bridge,"

so that the said Section 5 shall read as follows:

"SECT. 5. No street now or hereafter placed upon the City plan shall cross the said railroad at grade; and all streets upon the City plan, as revised in accordance with the provisions of this ordinance, and all streets, roads and lanes now open or hereafter opened, shall be carried over or under the said railroad. The said The Pennsylvania Railroad Company shall bear the entire cost of constructing and forever maintaining all bridges, whether overhead or undergrade, and all tunnels upon the lines of streets, roads or lanes now legally or physically open, and the new street to be opened across the main line and yards extending from the intersection of Fifty-ninth street and Lancaster avenue to Fifty-seventh street and Upland way, and the bridge from the east side of Sixty-eighth street to the west side of Sixty-ninth street, and shall agree to pay one-half of the entire cost of construction, and the whole cost of maintenance, of all other bridges, whether overhead or undergrade, upon the lines of all streets or roads, now upon the City plan or placed thereon under authority of this ordinance, and not otherwise provided for herein, and hereafter opened across the lines of the said railroad, whenever Council by ordinance shall direct the construction of said bridges. All

bridges for carrying the said railroad over and above streets and roads now opened, or hereafter opened shall have a clearance of at least fourteen feet above the confirmed grade of the street, and all bridges for carrying streets or roads over and above the said railroad shall have a clearance of at least twenty-three feet above the tops of the rails, except the bridge to be constructed across the main line and yards at the intersection of Fifty-ninth street and Lancaster avenue to Fifty-seventh street and Upland way, which shall have a clearance of not less than seventeen and one-half feet over the main line passenger tracks and not less than twenty-three feet over the yard tracks and the bridge on the line of Malvern avenue, which shall have a clearance of not less than seventeen and one-half feet over the westbound passenger tracks, and shall be designed in accordance with the standard specifications of the Department of Public Works, Bureau of Engineering, for the designing of bridges. No bridges of any kind or character shall be erected until the plans of the same shall have been approved by the Director of the Department of Public Works and the Bureau of Engineering. The said Railroad Company shall keep its road, wherever it crosses the line of any street or road, 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 liability or responsibility that may arise from the construction or operation of the said railroad over or under any of the streets aforesaid or for the longitudinal occupation of Malvern avenue with a tunnel.

"The building of a bridge on the line of the new street from the intersection of Fifty-ninth street with Lancaster avenue, to the intersection of Fifty-seventh street with Upland way, which the said The Pennsylvania Railroad Company is obliged to build, may and shall be constructed as a steel or masonry bridge where the street is carried over existing tracks, and the remaining roadbed of the street between

Lancaster avenue and Upland way may be built and laid upon an embankment. As the Railroad Company may decide to lay additional tracks between Lancaster avenue and Upland way, it shall have and is hereby given the right to build a steel or masonry bridge to replace the portion of the roadbed of said street which may have been laid upon an embankment, and so to do from time to time, until the entire distance between Lancaster avenue and Upland way, which may have been laid upon the embankment is replaced with a steel or masonry bridge."

And that said Section 1 of the ordinance approved the 8th day of July, 1915, which amended Section 6 of the ordinance approved the 23d day of November, 1905, be further amended and supplemented by striking out from that portion of said Section 1, which amended Section 6, after the words "Gross street," on line 43 of said section, in the published ordinances of 1915, the words "and Sixty-fourth street;" and inserting in lieu thereof the words "Sixty-fourth street and Sixty-sixth street, to a point in the northeasterly line of Morris Park, projected, which line is approximately three hundred and seventy feet southwesterly from the southwest line of Sixty-sixth street, measured along the center line of said railroad;" and also by striking out after the words "for carrying" on line 50 of said Section 6 in said published ordinances of 1915, the words "Sixty-sixth street," so that said Section 6 as revised in the said ordinance of the 8th day of July, 1915, shall read as follows:

"SECT. 6. Before this ordinance shall become effective or confer any authority upon the said The Pennsylvania Railroad Company, and before the Board of Surveyors may confirm any of the revisions and changes of streets and roads herein authorized, the said The Pennsylvania Railroad Company shall enter into an agreement, satisfactory to the City Solicitor, to comply with the following conditions: To reconstruct at its own expense such portions of the Mill Creek Sewer as the Director of Public

Works may deem necessary from the intersection of Malvern and Lancaster avenues to a point in the present sewer west of the vacated Fifty-sixth street, about six hundred feet north of Lancaster avenue, and construct a sewer from Sixty-first street and Lebanon avenue along Lebanon avenue to Lancaster avenue, and along Lancaster avenue to Fifty-ninth street, and construct and maintain at its own expense a channel for drainage, in addition to the sewer system, from Fifty-eighth street and Lebanon avenue to the southeast side of Upland way, and reconstruct such other existing sewers, drainage channel, water pipes, electrical conduits and other municipal structures as may be affected by the construction of said railroad and the changes of lines and grades of streets herein authorized, together with all necessary new sewers and inlets and appurtenances and connections therewith and with existing sewers, in accordance with plans and specifications to be prepared by the Department of Public Works, Bureau of Surveys; to forever maintain said sewer or sewers and appurtenances at its own expense, wherever they lie within property owned by the said Railroad Company or cross under the lines of railroad owned by it; to permit inspection of the same by representatives of the Department of Public Works at any time, and to repair same whenever directed to do so by the Director of said Department; those portions of said sewers that are relocated within the lines of any street or streets now on the City plan or placed thereon by authority of this ordinance are to be maintained by the City, except where they cross under the lines of the said Railroad Company; to construct its railroad in tunnel from a point northeast of Lancaster avenue, under Lancaster avenue, Malvern avenue, Sixty-third street, Gross street, Sixty-fourth street and Sixty-sixth street, to a point in the northeasterly line of Morris Park, projected, which line is approximately three hundred and seventy feet southwesterly from the southwest line

of Sixty-sixth street, measured along the center line of said railroad: *Provided*, That there shall be no openings in the roof of the said tunnel, except for such air vents as may be found necessary, between a point west of Sixty-fourth street and the southwest portal of said tunnel, and to construct steel or masonry bridges, with paved floors, and to construct satisfactory paved approaches to the same to the grades established under authority of this ordinance, at is own expense, for carrying Haverford avenue, Jefferson street and the new street from the proposed intersection of Fifty-ninth street and Lancaster avenue to the proposed intersection of Fifty-seventh street and Upland way, of their full widths as now confirmed or as confirmed under authority of this ordinance, over and above the said railroad, also to construct a steel or masonry bridge for carrying the said railroad from the east side of Sixty-eighth street to the west side of Sixty-ninth street over and above said streets, and to relocate and reconstruct bridges, with columns on curb lines carrying its tracks, connecting with the Schuylkill Valley Railroad, over Jefferson street, between Fifty-third and Fifty-fourth streets, and to relocate, reconstruct and build additional bridges with columns in the center of the street to carry its main and yard tracks over and above Fifty-second street, between Merion avenue and Monticello street, and to extend the present arch bridge over Woodbine avenue for three tracks, with clearances not less than under the present arch, or build bridges for three additional tracks with clear spans and of clearance of not less than fourteen feet over Woodbine avenue, of their full widths as now confirmed, or confirmed under authority of this ordinance, and to forever maintain all of the bridges named in this section at its own expense. To dedicate to the City as much of the property owned or controlled by it as may be required to widen or open any street or road

now upon the City plan or placed upon the City plan under authority of this ordinance, crossing under or over the said railroad; to dedicate the property or indemnify the City against all damages or costs for the opening of the following streets now upon the City plan or placed thereon under authority of this ordinance: Upland way, between Fifty-fourth street and Woodbine avenue; Malvern avenue, between Upland way and Lancaster avenue; Sixty-second street, between a point about four hundred feet south of Woodbine avenue and Lancaster avenue; Fifty-ninth street, eighty feet wide, between Nassau street and Lancaster avenue, a new street, seventy feet wide, over the tracks and property of The Pennsylvania Railroad Company, from the hereinbefore proposed intersection of Fifty-ninth street and Lancaster avenue to the hereinbefore proposed intersection of Fifty-seventh street and Upland way; Fifty-seventh street, between Upland way as proposed to be laid out and Lebanon avenue; Columbia avenue, from Fifty-ninth street to Lancaster avenue, including the intersection of Columbia avenue, Fifty-ninth street and Lancaster avenue; and so much of Lancaster avenue, between Fifty-sixth street and Malvern avenue, as is owned or controlled by it; and to indemnify the City against all damages and costs for the changes of lines and grades of the following streets, as authorized by this ordinance: Fifty-seventh street, from Berks street to Lebanon avenue; Lebanon avenue, from Fifty-seventh street to Fifty-ninth street; Fifty-ninth street, from Lebanon avenue to Malvern avenue; Coleman avenue, from Upland way to a point about five hundred and fifty feet east of Upland way; Upland way, between Woodbine and Coleman avenues; Malvern avenue, from Lancaster avenue to Sixty-third street; Sixty-second street, from Woodbine avenue to a point about four hundred feet south of Woodbine avenue, and from Lancaster avenue to a point about five hundred and seventy feet south thereof; Oxford

street, from Fifty-seventh street to Sixtieth street; Fifty-sixth street, from the summit north of Berks street to Upland way; Berks street, from about three hundred feet east of Fifty-sixth street to Fifty-seventh street; Columbia avenue, from Fifty-ninth street to Lancaster avenue; Fifty-ninth street, from Oxford street to Nassau street; Fifty-seventh street, from Lancaster avenue to Nassau street, and Lancaster avenue, from a point about three hundred and fifty feet west of Fifty-sixth street to Sixtieth street. To open, grade and pave, with materials to be designated by the Director of Public Works, to the lines and grades confirmed under authority of this ordinance the following streets at its own expense: Malvern avenue, between Sixty-third street and Lancaster avenue, as proposed to be laid out; Lancaster avenue, between Sixty-second and Sixty-third streets; Sixty-second street, between Woodbine and Lancaster avenues, and between Lancaster avenue and a point five hundred and seventy feet south thereof; Fifty-ninth street, between Nassau street and Lancaster avenue; a new seventy feet wide street over the tracks and property of the Pennsylvania Railroad from the hereinbefore proposed intersection of Fifty-ninth street and Lancaster avenue to the hereinbefore proposed intersection of Fifty-seventh street and Upland way; Fifty-seventh street, between Upland way as proposed to be laid out and Lebanon avenue. To open and grade to the lines and grades authorized by this ordinance Upland way, between Woodbine avenue and Fifty-fourth street, and to pave a strip twenty-four feet in width of said Upland way with bituminous-bound macadam. To maintain travel in a manner satisfactory to the Director of Public Works upon all streets and roads now open to public use, or upon streets or roads substituted therefor, at all times during the construction of the said railroad."

SECT. 2. Further amend said ordinance approved the eighth day of July, 1915, by striking out Section 2 and inserting in lieu thereof the following:

"SECT. 2. The work in connection with the grading and paving of streets, building of sewers and other municipal structures, and building of bridges, which the said The Pennsylvania Railroad Company obligates itself to carry out along its main line from Fifty-fourth street to Sixty-third street and Woodbine avenue, shall be completed as to the widening of the bridge over Woodbine avenue within ten years from the date of the approval of this ordinance.

"As to the building of the bridge on the line of the new street from the intersection of Fifty-ninth street with Lancaster avenue, to the intersection of Fifty-seventh street with Upland way, provided for in Section 1 of this ordinance, it shall be completed as required to be built, partly of steel and masonry, and partly upon an embankment, within two years from the approval of this ordinance.

"The work in connection with the grading and paving of streets, building of sewers and other municipal structures, and building of bridges which the said The Pennsylvania Railroad Company obligates itself to carry out along its said branch or improved line from Sixty-third street and Malvern avenue to the City line at Cobbs creek, near Woodbine avenue, shall be completed within ten years, and the construction of the tunnel under Malvern avenue shall be completed within ten years from the date of the approval of this amendatory and supplementary ordinance. The relocation of tracks and construction of bridges necessary to permit the City to change the grade of Fifty-fourth street, from Jefferson street to Upland way, as placed upon the City plan under the authority of the ordinance of the eighth day of July, 1915, and of Jefferson street, from Fifty-third street to Fifty-fourth street, shall be completed within ten years from the date of the approval of this amendatory and supplementary ordinance."

SECT. 3. Before this ordinance shall become effective or confer any authority upon the said The Pennsylvania Railroad Company, and before the Department of Public Works, Board of Surveyors, shall approve or confirm any revisions or changes made by this ordinance in the ordinance approved the twenty-third day of November, 1905, as amended and supplemented by the ordinance approved the eighth day of July, 1915, the said The Pennsylvania Railroad Company shall enter into a supplemental agreement, satisfactory to the City Solicitor, to comply with the conditions contained in the sections of this ordinance, and having filed its bond in the sum of two hundred and fifty thousand (250,000) dollars, duly executed under its corporate seal, in a form satisfactory to the City Solicitor, as provided in the ordinance of the eighth day of July, 1915, to which this is an amendment, shall file an amended bond in the sum of two hundred and fifty thousand (250,000) dollars, duly executed under its corporate seal, in a form satisfactory to the City Solicitor, in lieu and in substitution for the said bond heretofore filed under the provisions of the ordinance of the eighth day of July, 1915 (which was given in lieu and substitution of a bond for two hundred and fifty thousand (250,000) dollars, required under the ordinance of the twenty-third day of November, 1905), conditioned to indemnify the City against any and all damages which may arise by reason of the construction of the said branch and improved line, and the consequent change of grade, under authority of this ordinance, and also faithfully to comply with the conditions, requirements and provisions of the said ordinance approved the twenty-third day of November, 1905, as amended and supplemented by the ordinance of the eighth day of July, 1915, and as hereby amended and supplemented by this ordinance, and shall pay into the City Treasury the sum of fifty (50) dollars for printing this amendatory and supplementary ordinance.

Approved the seventh day of July, A. D. 1926.

W. FREELAND KENDRICK,

Mayor of Philadelphia.

I-830373

CITY EXHIBIT #5

Phila 8-18-83

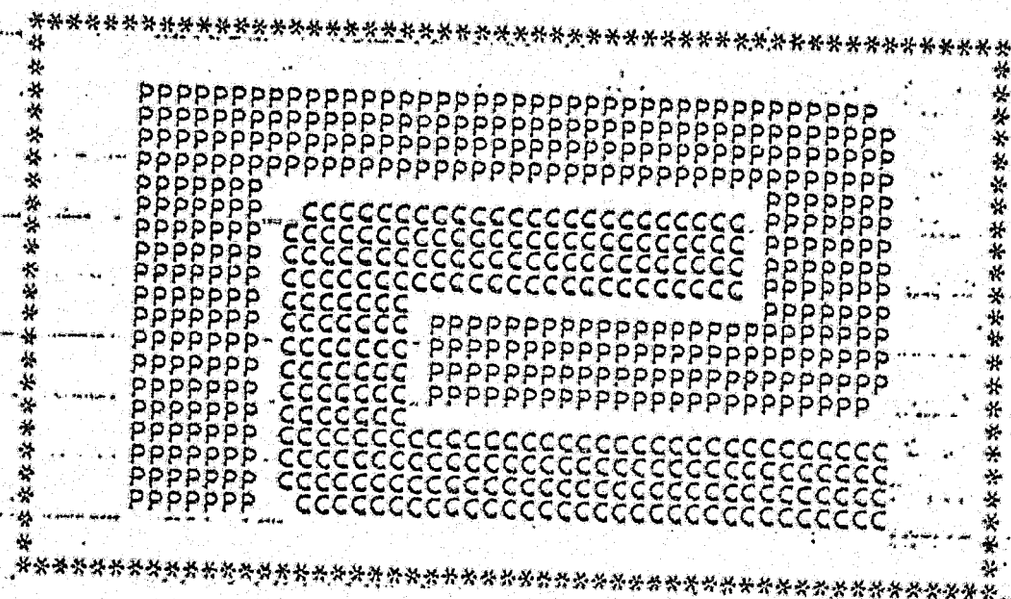
THE PENN CENTRAL COMPANY

RECEIVED

AUG 23 1983

SECRETARY'S OFFICE
Public Utility Commission

LIST OF BIDGES FURNISHED THE PENNSYLVANIA P.U.C. PER ORDER OF OCTOBER 28, 1968



PHILADELPHIA COUNTY, PENNSYLVANIA

OFFICE OF THE CHIEF ENGINEER - MAINTENENCE OF WAY
PHILADELPHIA - PENNSYLVANIA

JULY 1968

KEY TO ABBREVIATIONS AND TERMS USED IN PAGE HEADINGS

UNDER BRIDGE NUMBER	OLD REFERS TO THE BRIDGE NUMBER IF DIFFERENT FROM MILE POST LOCATION NEW REFERS TO THE MILE POST LOCATION OF THE BRIDGE
UNDER LOCATION	ST REFERS TO THE STATE IN WHICH THE BRIDGE IS LOCATED CO REFERS TO THE COUNTY IN WHICH THE BRIDGE IS LOCATED TOWN REFERS TO THE CITY TOWN OR MUNICIPALITY IN WHICH OR NEAR WHICH THE BRIDGE IS LOCATED
NAME OF CROSSING	REFERS TO THE NAME OF ROAD STREAM OR FACILITY WHICH THE RAILROAD CROSSES
TP BR	REFERS TO THE TYPE OF BRIDGE
TP DK	REFERS TO THE TYPE OF DECK ON THE BRIDGE
NO TK	REFERS TO THE NUMBER OF TRACKS CARRIED OR CROSSED
NO SP	REFERS TO THE NUMBER OF SPANS IN THE BRIDGE OR NUMBER OF SPANS OF SAME LENGTH
LGH SP	REFERS TO THE LENGTH OF SPAN BETWEEN BEARINGS
TOTL LNGH	REFERS TO THE TOTAL LENGTH OF BRIDGE BETWEEN BACKWALLS
UNDER CLEARANCE	VERT REFERS TO THE VERTICAL DISTANCE MEASURED FROM TOP OF RAIL HORZ REFERS TO THE MINIMUM OPENING
DT BT	REFERS TO THE YEAR IN WHICH THE BRIDGE WAS BUILT OR SUPERSTRUCTURE INSTALLED
UNDER MAINT	SB REFERS TO SUB STRUCTURE AND AGENCY RESPONSIBLE SP REFERS TO SUPERSTRUCTURE AND AGENCY RESPONSIBLE
LD LMT	REFERS TO THE POSTED LOAD LIMIT FOR OVERGRADE BRIDGES CARRYING ROADS
DT RT	REFERS TO THE YEAR THE MOST RECENT RATING OR CAPACITY CALCULATIONS WERE MADE
DT IN	REFERS TO THE YEAR WHEN THE MOST RECENT COMPLETE INSPECTION WAS MADE
DT RP	REFERS TO THE YEAR IN WHICH THE MOST RECENT MAJOR OR SIGNIFICANT REPAIRS WERE MADE
DT PR	REFERS TO THE YEAR WHEN PROPOSED MAJOR OR SIGNIFICANT REPAIRS ARE PROGRAMED
IF FIRST CHARACTER IN A LINE IS	X THE STRUCTURE IS AN OVERGRADE BRIDGE Y THE STRUCTURE IS A SIGNAL BRIDGE T THE STRUCTURE IS A TUNNEL BLANK THE STRUCTURE IS AN UNDERGRADE BRIDGE

REFERENCE CODES

TYPES OF BRIDGES

TT = THRU TRUSS	BA = BRICK ARCH	CS = CONCRETE SLAB	CI = CAST IRON PIPE
DT = DECK TRUSS	CA = CONCRETE ARCH	CP = CONCRETE PIPE	SU = SUSPENSION OR CABLEWAY
TG = THRU GIRDER	PC = PRESTRESSED CONCRETE	RT = RAIL TOP	CM = CORRUGATED METAL PIPE
DG = DECK GIRDER	TI = TIMBER TRESTLE	OT = ORTHOTROPIC	RS = RAIL STRINGERS
IB = I-BEAM	ST = STEEL TRESTLE	CB = CONCRETE BOX	TB = TIMBER BOX
S = STEEL ARCH	MP = MULTIPLATE PIPE	SB = STONE BOX	
SA = STONE ARCH	MA = MULTIPLATE ARCH	LT = LONGITUDINAL TROUGH	

TYPES OF DECK

OP = OPEN	IP = IRON PLATES
TT = TRANSVERSE TROUGHS	P = PLANK
LT = LONGITUDINAL TROUGH	PA = PLANK AND AMEISITE
CS = CONCRETE SLAB	LA = LAMINATED WITH AMEISITE
TB = TIMBER BALLASTED	C = CONCRETE
ST = SOLID TIMBER-NO BALLAST	SA = STEEL WITH AMEISITE
G = METAL GRATING	

MAINTAINED BY

01 = PENN CENTRAL COMPANY	06 = CITY
02 = STATE DEPARTMENT OF HIGHWAYS	07 = TOWNSHIP
03 = AUTHORITY = PARKWAY = OR COMMISSION	08 = JOINT = PENN CENTRAL AND STATE
04 = COUNTY	09 = JOINT = PENN CENTRAL AND OTHER RAILROAD
05 = TOWN	10 = OTHER PROVISIONS

STATES

01 = CONNECTICUT	07 = MARYLAND	13 = ONTARIO
02 = DELAWARE	08 = MASSACHUSETTS	14 = PENNSYLVANIA
03 = DISTRICT OF COLUMBIA	09 = MICHIGAN	15 = RHODE ISLAND
04 = INDIANA	10 = NEW JERSEY	16 = VIRGINIA
05 = ILLINOIS	11 = NEW YORK	17 = WEST VIRGINIA
06 = KENTUCKY	12 = OHIO	18 = QUEBEC

ORRY--THE BOSS HASNT TOLD ME ABOUT COUNTY CODES YET

	BRIDGE OLD	NUMBR NEW	LOCATION ST CO	TOWN	NAME OF CROSSING	TP BR	TP DK	NO TK	NO SP	LGH SP	TOTL LNGH	CLEARANCE VERT	CLEARANCE HORZ	DT BT	MAINT SB	MAINT SP	LD LMT	DT RT	DT IN	DT RP	DT PR	REMARKS
	15	C4.06	14 51	PHILA	52ND STREET	TG	LT	0	2	21	****	****	****		**	**		**	68	**	**	
								0	1	32	107	****	****	02	1	1		**	68	58	**	ML FRT & YD TRKS
		D4.06	14 51	PHILA	52ND STREET	TG	C	1	2	22	****	****	****		**	**		**	68	**	**	
								1	2	32	107	****	****	30	1	1		**	68	**	**	
X		~~4.07~~	~~14 51~~	~~PHILA~~	~~52ND STREET~~	~~DG~~	~~OP~~	~~1~~	~~1~~	~~0~~	~~****~~	~~****~~	~~****~~	~~15~~	~~1~~	~~1~~		~~**~~	~~68~~	~~**~~	~~**~~	~~OUTBOUND ML TRK~~ deleted 1/30/20
			14 51	PHILA	VIADUCT	DG	LT	1	1	0	****	****	****	02	1	1		**	68	**	**	SCHUYKILL BR TRK deleted 1/30/20
	15	4.10	14 51	PHILA	52ND STREET	DG	TT	1	7	35	****	****	****		**	**		**	68	**	**	
								1	2	36	****	****	****	02	1	1		**	68	**	**	VIADUCT JUMPOVER
	16	4.17	14 51	PHILA	JUMPOVER	DG	OP	0	1	388	398	****	****	02	1	1		**	68	67	**	ML TRK OUTBOUND
X		4.77	14 51	PHILA	59TH STREET	TG	CS	11	3	89	****	****	****		**	**		**	68	**	**	
								0	1	39	309	****	****	27	1	1		**	68	**	**	
	21G	5.26	14 51	PHILA	WOODBINE AV	SA		5	1	52	****	****	****	93	1	1		**	68	**	**	
T		5.60	14 51	PHILA	PASS TUNNEL	BA	J	1	0	600	****	****	****		**	**		**	68	**	**	
X		5.60	14 51	*PHILA*	CITY AVE.	S	CS	4	1	93	****	****	****	34	2	2		**	68	**	**	City claims P.C.R.R. Sub-station P.S.T.
MAIN LINE - NEW YORK TO WASHINGTON (MILHAM TO GIRARD AVENUE)																						
X		76.13	14 51	PHILA*	ASHBURNERST	TG	CS	1	2	25	****	****	****		**	**		**	68	**	**	City - Agreement 12-8-37
		76.81	14 51	PHILA	RHAWN ST	TG	CS	4	1	66	67	****	****	22	1	1		**	68	**	**	
						TG	CS	1	1	69	71	****	****	24	1	1		**	68	**	**	
		77.45	14 51	PHILA	COTTMAN ST	TG	CS	5	1	57	58	****	****	18	1	1		**	68	**	**	
		77.68	14 51	PHILA	PRINCETONAV	TG	OP	5	2	13	****	****	****		**	**		**	68	**	**	
						TG	OP	5	1	48	76	****	****	02	1	1		**	68	60	**	
		77.91	14 51	PHILA	DISSTON ST	TG	CS	5	2	14	****	****	****		**	**		**	68	**	**	
						TG	CS	5	1	38	67	****	****	19	1	1		**	68	**	**	
		77.98	14 51	PHILA	LONGSHOREST	TG	CS	5	1	56	57	****	****	18	1	1		**	68	**	**	
		78.17	14 51	PHILA	UNRUH ST	TG	CS	5	1	56	57	****	****	22	1	1		**	68	**	**	
		78.29	14 51	PHILA	MAGEE ST	TG	OP	5	2	13	65	****	****		**	**		**	68	**	**	
						TG	OP	5	1	38	65	****	****	01	1	1		**	68	**	**	
		78.51	14 51	PHILA	LEVICK ST	18	CS	5	2	0	****	****	****	65	2	2		**	68	**	**	Date?

PENN CENTRAL COMPANY
Rm. 750 - Six Penn Center Plaza
Philadelphia, Pa. 19104
August 4, 1969

Subject - State of Pennsylvania P.U.C. Investigation Docket No. 97
State Wide Bridge Re-evaluation

Mr. Leopold Neiman
Chief Bridge Engineer
Department of Streets
840 Municipal Service Bldg.
Philadelphia, Pa. 19107

Dear Mr. Neiman:

Please refer to your letter of June 16, to M. C. Noone, Special Agent, relative to the Subject Docket.

As per your request, herewith is an IBM run of the bridges involving the Penn Central Company, in the City of Philadelphia.

This list is a copy of a portion of the list we furnished the P. U. C. in January 1969.

Very truly yours,

F. D. Day
System Engineer-B&B Maintenance

1664

No. 69 8978
REC. AUG 5 1969
DEPARTMENT OF STREETS

FDD/mc

FOR YOUR ATTEN.	AN			
REPORT WRITTEN VERBAL				
REPLY DIRECT PREPARE				
REC'D.				
FORW'D.				
REC'D.				
RET'D.				
DATE		SENT TO FILES BY.....		

DEPT. OF STREETS
BRIDGE DIVISION

	DATE	ACTION	REPLY	INFO.	FILE
	8/5				
ASST. DES				✓	
ENG. CONST				✓	
ASST. E.C.					
SR. P. E.					
SR. P. E.					✓
ASST. B.E.		✓			

REMARKS: BOB - CHECK THIS OUT

I-830373
City Exhibit #6
Phila 8-15-83

DOCKETED

Document No. PC-CRC-RP-210

RECEIVED

AUG 23 1983

SECRETARY'S OFFICE
Public Utility Commission

DEED

THIS DEED IS MADE BY AND BETWEEN

ROBERT W. BLANCHETTE, RICHARD C. BOND AND JOHN H. McARTHUR,

AS TRUSTEES OF THE PROPERTY OF

PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR

(collectively "Grantor"), whose address is Six Penn Center, Philadelphia, Pennsylvania 19104

AND

CONSOLIDATED RAIL CORPORATION,

a corporation organized and existing under the laws of the Commonwealth of Pennsylvania ("Grantee"), whose address is 1818 Market Street, Philadelphia, Pennsylvania 19103.

WHEREAS, the Debtor is a railroad in reorganization under Section 77 of the Federal Bankruptcy Act, 11 U.S.C. Sec. 205, and is a railroad in reorganization as that term is defined in the Regional Rail Reorganization Act of 1973 (Public Law 93-236, 87 Stat. 985), as amended ("Act"); and

WHEREAS, by orders of the United States District Court for the Eastern District of Pennsylvania entered in Docket No. 70-347 the above-named individuals were duly appointed and are now serving as Trustees of the property of the Debtor; and

WHEREAS, the United States Railway Association, pursuant to Section 209 (c) of the Act, has certified to the Special United States District Court established pursuant to Section 209 (b) of the Act ("Special Court"), that the rail properties of the Debtor hereinafter described (except those hereinafter reserved and excepted) are to be transferred by the Grantor to the Grantee; and

WHEREAS, pursuant to Section 303 (b) (1) of the Act, the Special Court has ordered the Grantor to convey to the Grantee all of the Grantor's right, title and interest in such rail properties, free and clear of any liens or encumbrances as provided in Section 303 (b) of the Act;

NOW, THEREFORE, pursuant to the Order of the Special Court, the Grantor hereby grants and conveys to the Grantee:

A. All of the Grantor's right, title and interest, legal and equitable, in and to the real property located in the

County of Philadelphia, Commonwealth of Pennsylvania

as described in Exhibit A attached to this Deed as a part hereof, together with all of the appurtenances, hereditaments, franchises, ways, waters, minerals, rights, privileges, improvements, fixtures, licenses, leaseholds, reversions, easements, rights under operating, trackage and joint facility agreements, rents, issues, profits and other interests and items belonging to or in any way appertaining to such real property, including but not limited to all real property items that would properly be recorded in Accounts 1 through 45 and 90 of the Property Accounts prescribed by the Interstate Commerce Commission for Railroad Companies in its Uniform System of Accounts, 49 C.F.R. Part 1201, to the extent that such interests and items belong or in any way appertain to such real property, except as those interests and items belong or appertain to the real property hereinafter reserved and excepted.

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

2. The easements and rights for the specific uses, if any, (each an "Easement Item") particularly described in Exhibit B attached to this Deed as a part hereof and burdening certain real property hereinafter reserved and excepted.

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

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

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

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

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

RESERVING AND EXCEPTING, HOWEVER, TO THE GRANTOR:

C. All the respective right, title and interest of the Grantor, legal and equitable, in and to the real property described in Exhibit B attached to this Deed as a part hereof, but subject, however, to (a) the limitation of access thereto across the real property conveyed by this Deed as hereinafter provided and (b) the easements and rights conveyed pursuant to Paragraph B above.

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

2. The easements and rights for the specific uses, if any, (each an "Easement Item") particularly described in Exhibit B to this Deed and burdening certain real property conveyed by this Deed.

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

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

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

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

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

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

TO HAVE AND TO HOLD the real property and the easements and rights hereby conveyed to the Grantee, free and clear of (a) any liens or encumbrances as provided in Section 303 (b) of the Act and (b) any and all easements and rights of access to the real property reserved and excepted from this conveyance across the real property conveyed by this Deed (except as otherwise provided in this Deed), even if such easements and rights would otherwise arise by reason of necessity, implication or other operation of law, statute, ordinance, rule or regulation of any governmental entity, BUT SUBJECT, HOWEVER, to (i) those easements and rights reserved and excepted in Paragraph D above, (ii) all existing licenses, easements, leases (other than those which may have been created to secure payment of a financial obligation), and operating, trackage right and joint facility agreements and (iii) Operating Rights Grants, if any, from the Grantor to a third party conveyed concurrently with this conveyance and identified in Exhibit B to this Deed.

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

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

By acceptance of this Deed, the Grantee (a) agrees to perform each of the obligations imposed on the Grantee by the terms of this Deed, and (b) assumes and agrees to perform and observe all obligations and conditions on the part of the Grantor or the Grantor's predecessor in title to be performed or observed that arise or accrue after the date of delivery of this Deed under all licenses, easements, leases (other than those which may have been created to secure payment of a financial obligation) and operating, trackage right and joint facility agreements (subject, however, to the terms thereof) which are conveyed by this Deed and under those to which this conveyance is made subject, provided that the Grantee assumes no obligation or liability that arises after the date of delivery of this Deed out of any event, act or failure to act that occurred prior thereto and, where an obligation or liability is related to a period which is both before and after such date, the Grantee assumes only that portion of the obligation or liability which is reasonably allocable to the part of the period after such date. Concurrently with the delivery of this Deed, the Grantee is delivering to the Grantor a separate instrument executed by the Grantee acknowledging receipt and acceptance of this Deed and affirming the provisions of this paragraph.

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

The words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this Deed so requires and, whether singular or plural, such words shall be deemed to include in all cases the successors and assigns of the respective parties.

This conveyance and the specific covenants of the Grantor are made by the Grantor as Trustees of the property of the Debtor, and not individually, and this conveyance is made without covenants of title or any warranties express or implied.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 30th day of March, 1976 by Malcolm V. Lane, Jr. being duly authorized so to do by order of the United States District Court for the Eastern District of Pennsylvania entered in Docket No. 70-347.

Signed and Acknowledged
in the Presence of:

Anna B Freund
Anna Freund

Peter S Reichertz
Peter S. Reichertz

ROBERT W. BLANCHETTE, RICHARD C. BOND AND JOHN H. McARTHUR, AS TRUSTEES OF THE PROPERTY OF PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR

By Malcolm V. Lane Jr. L.S.
Malcolm V. Lane, Jr.
OFFICER

DISTRICT OF COLUMBIA, SS:

On this 30th day of March, 1976, before me, a Notary Public authorized to take acknowledgements and proofs in the District of Columbia, personally appeared Malcolm V. Lane, Jr., personally known to me to be the person whose name is subscribed to the foregoing Deed, bearing the same date as this certificate of acknowledgement, and acknowledged himself to be an Officer of Robert W. Blanchette, Richard C. Bond and John H. McArthur, Trustees of the Property of Penn Central Transportation Company, Debtor, and that as such Officer and being authorized so to do, he executed the foregoing Deed on behalf of and in the name of the Trustees as their free act and deed for the purposes therein contained.

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

Dorothy L. Matz

This Instrument Prepared By:

United States Railway Association
Pursuant to the Act

Dorothy L. Matz
Notary Public in and for
The District of Columbia
My Commission expires January 31, 1980

Document No.
PC-CRC-RP-210

EXHIBIT A

TO THE DEED BY AND BETWEEN

ROBERT W. BLANCHETTE, RICHARD C. BOND AND JOHN H. McARTHUR,

AS TRUSTEES OF THE PROPERTY OF

PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR

AND

CONSOLIDATED RAIL CORPORATION

DESCRIPTION OF REAL PROPERTY

LOCATED IN

County of Philadelphia, Commonwealth of Pennsylvania

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 the following pages only: A-1, A-2-A, A-2-B, A-3-Revised A-4-Revised, A-5, A-6, A-7, A-8, A-9, A-10, A-11, A-12, A-13

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the Suburban Line and Main Line Philadelphia-Pittsburgh 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 Suburban Station, 16th Street and Kennedy Boulevard in Philadelphia, passes through Zoo Interlocking and leaves the County at City Line Avenue in Overbrook.

The line of railroad described herein is identified as Line Code 1102 in the records of the United States Railway Association.

Document No.

PC-CRC-RP-210

Situate in the City and County of Philadelphia, Commonwealth of Pennsylvania and being the Penn Central Trajsportation Company's parcel of land known as the Hajoca Bulding.

Such parcel of land is described as follows:

All that parcel of land, being designated Parcel No. PAL 10g 30-6 on Railroad Valuation Map No. 500-8001-0-ST2A-2, as revised to December 31, 1967, and being all the land of the Penn Central Transportation Company as shown on the Map which lies westerly of 30th Street, southerly of Chestnut Street, easterly of 31st Street and northerly of Walnut Street.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1101-90.0.

Document No.

PC-CRC-RP-210

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the Schuylkill Branch, and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County near Lansdowne Avenue in Philadelphia, connecting to another line of railroad known as Main Line Philadelphia-Pittsburgh, exits from the County at City Line Avenue, re-enters at a crossing of the Schuykill River near Manayunk and leaves the County near the east bank of the Schuylkill River north of Port Royal Avenue.

The line of railroad described herein is identified as Line Code 1129 in the records of the United States Railway Association.

Document No.

PC-CRC-RP-210

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the Jersey Tracks and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County near 38th Street, connecting to another line of railroad known as the Penn Central "Zoo" Interlocking, and terminates in the County near 42nd Street at the entrance to the 44th Street Yard, all in the City of Philadelphia.

The line of railroad described herein is identified as Line Code 1136 in the records of the United States Railway Association.

Document No.

PC-CRC-RP-210

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the Belmont Branch and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County near Montgomery Avenue in Philadelphia, connecting to another line of railroad known as the Reading Company Main Line, and terminates in the County near Girard Avenue in Philadelphia at a connection with Penn Central's "Zoo" Interlocking.

The line of railroad described herein is identified as Line Code 1137 in the records of the United States Railway Association.

Document No.

PC-CRC-RP-210

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the West Philadelphia Elevated and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County near 34th Street in Philadelphia, connecting to another line of railroad known as the Penn Central's "Zoo" Interlocking, passes near Market Street, and terminates in the County near University Avenue in Philadelphia at a connection with the Philadelphia, Baltimore and Washington Railroad Company.

The line of railroad described herein is identified as Line Code 1140 in the records of the United States Railway Association.

Document No.

PC-CRC-RP-210

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the Delaware Extension, and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County near University Avenue in Philadelphia, connecting to another line of railroad known as the Penn Central Philadelphia-Washington Main Line, passes through South Philadelphia along Delaware Avenue and terminates in the County near Dock Street in Philadelphia.

The line of railroad described herein is identified as Line Code 1143 in the records of the United States Railway Association.

Document No.

PC-CRC-RP-210

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the Girard Point Branch, and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originiates in the County near Penrose Avenue in Philadelphia, connecting to another line of railroad know as Penn Central's Delaware Extension, and terminates in the County near Girard Point in Philadelphia.

The line of railroad described herein is identified as Line Code 1144 in the records of the United States Railway Association.

Document No.

PC-CRC-RP-210

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the Pencoyd Branch and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County near Manayunk, connecting to another line of railroad known as the Penn Central's Schuylkill Branch, and leaves the County at the Schuylkill River crossing in Manayunk.

The line of railroad described herein is identified as Line Code 1151 in the records of the United States Railway Association.

Document No.

PC-CRC-RP-210

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the Commerce Street Branch, and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County near York Street, in Philadelphia, connecting to another line of railroad known as the Penn Central Delaware Avenue Branch, and terminates in the County near Richmond area of Philadelphia.

The line of railroad described herein is identified as Line Code 1176 in the records of the United States Railway Association.

Document No.

PC-CRC-RP-210

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the Canal Street Branch, and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County near Beach Street, in Philadelphia, connecting to another line of railroad known as the Penn Central Delaware Avenue Branch, and terminates in the County near Llewellen Street, in Philadelphia.

The line of railroad described herein is identified as Line Code 1177 in the records of the United States Railway Association.

Document No.

PC-CRC-RP-210

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the Delaware Avenue Branch, and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County near Tulip Street, in Philadelphia, connecting to another line of railroad known as Penn Central Trenton Avenue, elevated line near Marlborough Street, and terminates in the County near Walnut Street, in Philadelphia.

The line of railroad described herein is identified as Line Code 1178 in the records of the United States Railway Association.

Document No.

PC-CRC-RP-210

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the Swanson Street Branch, and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County near Oregon Avenue, in Philadelphia, connecting to another line of railroad known as Penn Central Delaware Extension, and terminates in the County near Morris Street, in Philadelphia.

The line of railroad described herein is identified as Line Code 1179 in the records of the United States Railway Association.

Document No.

PC-CRC-RP-210

EXHIBIT B

TO THE DEED BY AND BETWEEN

ROBERT W. BLANCHETTE, RICHARD C. BOND AND JOHN H. McARTHUR,

AS TRUSTEES OF THE PROPERTY OF

PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR

AND

CONSOLIDATED RAIL CORPORATION

DESCRIPTION OF REAL PROPERTY

LOCATED IN

County of Philadelphia, Commonwealth of Pennsylvania

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 the following pages only: B-1, B-2-Revised, B-2-b, B-2-c, B-2-D, B-2-E,, B-2-F, B-2-G, B-3-Revised, B-4-Revised, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12, B-12a, B-13, B-13-A, B-14, B-14a, B-15, B-15-A, B-16, B-19.

SECOND

SUPPLEMENTAL STIPULATION

PC-CRC

CORRECTION SUMMARY

For Document No. PC-CPC-RP-210

Philadelphia County, Pennsylvania

Page	Line Code	Subject Matter	Action
B-16	1144-0/1	Description for parcel PA L10J 20-2	Delete Page
B-16 Revised	1144-0/1	Description for Parcel PA L10J 20-2	Add Page

THIRD SUPPLEMENTAL

CORRECTION SUMMARY

County of Philadelphia

For: PC-CRC-RP-210 Commonwealth of Pennsylvania

Page	LC-MP	Subject Matter	Action
B-2b	1102-3.5	Description for Parcel Nos. PA-L10g-194 and PA-L10g-205	Delete Page
B-2c	1102-3.5	Description for Parcel No. PA-L10g-217	Delete Page
B-2b-Revised	1102-3.5	Description for Parcel Nos. PA-L10g-194; PA-L10g-205 and PA-L10g-217	Add Page
B-2c Revised	1102-3.5	Continuation of description for above parcels	Add Page
Map No. 500-8001-0-ST4-2	1102-3.5	Map for Parcel Nos. PA-L10g-194 PA-L10g-205 PA-L10g-217 PA-L10g-229 PA-L10g-232 PA-L10g-244	*Delete Map
Map No. 500-8001-0-ST4-2 Revised	1102-3.5	Map for Parcels listed above	Add Map

*Deleted Map not Included Herein.

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad as described in Exhibit A of this Deed, and is identified as Line Code 1102-3 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 and adjacent to said line of railroad except the following described part or parts thereof:

All that parcel of land situate in the City of Philadelphia, County of Philadelphia and Commonwealth of Pennsylvania, being designated as Parcel Number 1102-3 on Railroad Valuation Map Number V1.0/ST-4, as revised to December 31, 1968, and being all of the land of the Penn Central Transportation Company, known as the Merion Avenue Warehouse Facility, as shown on the maps which lies westerly, southerly and easterly of the following described line:

Beginning at a point at a corner of land of other owners distant 140 feet, more or less, northeastwardly at right angles from the northeasterly line of Merion Avenue (50 feet wide) at a point therein distant 203 feet 0 3/4 inches measured northwestwardly along said line of Merion Avenue from the westerly line of 49th Street (50 feet wide);

Extending thence in a northeasterly direction along the prolongation of the 140 foot, more or less, line hereinbefore described, 18 feet, more or less, to a point distant 25 feet measured southwestwardly at right angles from the centerline of the eastbound main passenger track of said railroad; thence northwestwardly, parallel with said centerline of main track, 1210 feet, more or less, to a point 5 feet measured northwestwardly from the northeastward prolongation of the northwestern wall of a building labeled as "1-B" on said map; and thence southwestwardly parallel to said wall 33 feet, more or less, to a point on Merion Avenue, the point of ending.

The above described parcel is identified in the records of the United States Railway Association as Line Code 1102-3.

All that parcel of land situate in the 52nd Ward, City of Philadelphia, County of Philadelphia, Commonwealth of Pennsylvania, being designated as Parcel Nos. PA. L10g 21-7 ; PA. L10g 19-4 and PA. L10g 20-5; on Railroad Valuation Map No. 500-8001-0 ST4-2, as revised to December 31, 1966, and being all the lands of the Penn Central Transportation Company, as shown on the Map, described in two parts as follows:

First Part of Parcel No. PA-L10g-217:

Beginning at a point in the southerly line of Leidy Avenue (70 feet wide) distant 123.86 feet, measured southeastwardly along said southerly line of Leidy Avenue from the easterly line of Paxon Street (50 feet wide), said point also being distant 45 feet, measured along said southerly line of Leidy Avenue, from the northerly prolongation of the centerline of track #15;

Thence, along said southerly line of Leidy Avenue, South 62 degrees 24 minutes 47 seconds East, 76.14 feet, to a point;

Thence, South 27 degrees 35 minutes 13 seconds West, 140.0 feet, to a point;

Thence, South 62 degrees 24 minutes 47 seconds East, 221.898 feet, to a point distant 15 feet, measured northwestwardly from the centerline of track #3 at right angles thereto;

Thence, Southwestwardly, parallel to said centerline of track #3 of track in a line curving to the left having a radius of 1,295.759 feet and an arc distance of 85.021 feet, to a point;

Thence, South 47 degrees 56 minutes 13 seconds West, 66.379 feet, to a point;

Thence, North 39 degrees 48 minutes 07 seconds West, 263.01 feet, to a point distant 15 feet, measured southeastwardly at right angles from the centerline of #15 track;

Thence, North 27 degrees 35 minutes 13 seconds East, parallel to said centerline of #15 track, 179.803 feet, to the point of beginning.

Second Part of Parcel No. PA-L10g-217, along with Parcel No. PA-L10g-194 and PA-L10g-205:

Beginning at a point in the easterly line of Paxon Street (30 feet wide), distant 50.0 feet, measured southwestwardly from the southerly line of Leidy Avenue (70 feet wide);

Thence, South 62 degrees 24 minutes 47 seconds East, 63.86 feet, to a point distant 15 feet, measured northwestwardly at right angles, from the centerline of track #15;

Thence, South 27 degrees 35 minutes 13 seconds West, 169.815

feet, to a point;

Thence, South 39 degrees 48 minutes 07 seconds East, 305.47 feet, to a point distant 15 feet, measured Northwestwardly at right angles from the centerline of track #3;

Thence, extending southwestwardly, parallel to said centerline of track #3, in a line curving to the right, 496.136 feet, to a point;

Thence, North 60 degrees 12 minutes 37 seconds West, 69.284 feet, to a point;

Thence, North 62 degrees 24 minutes 47 seconds West, 7.466 feet, to a piont;

Thence, North 27 degrees 35 minutes 13 seconds East, 320.0 feet, to a point in the southerly line of Jefferson wtreet (50 feet wide);

Thence, South 62 degrees 24 minutes 47 seconds East, 15 feet, to the point of intersection with the easterly line of Paxon Street;

Thence, North 27 degrees 35 minutes 13 seconds East, along said easterly line of Paxon Street, 360.0 feet, to the point of beginning.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1102-3.5.

All that parcel of land situate in the 44th Ward, City of Philadelphia, County of Philadelphia, Commonwealth of Pennsylvania, being designated as Parcel No. PA. L10g 22-9 on Railroad Valuation Map No. 500-8001-0-ST4-2, as revised to December 31, 1966, and being all the land of the Penn Central Transportation Company, as shown on the Map, described by the following eight courses and distances:

Beginning at a point on the northeasterly right-of-way line of a 60 foot wide Flexi Van Driveway, distant 15 feet, southeastwardly and radially from the centerline of Track No. 3 of the railroad of said Transportation Company, as it was located on December 10, 1975;

Thence, (1) northeastwardly, parallel and concentric to the centerline of Track No. 3 of the railroad of said Transportation Company, 40 feet to a point; thence, (2) southeastwardly and radially from said centerline 30 feet, more or less, to a point 45 feet distant southeastwardly and radially from the centerline of Track No. 3 of the railroad of said Transportation Company; thence, (3) northeastwardly, parallel and concentric to the centerline of Track No. 3 of the railroad of said Transportation Company, 70 feet, more or less, to a point in a line of land of others; thence, (4) southeastwardly, along a line of land of others, 100 feet, more or less, to an angle point in the railroad property line; thence, (5) northeastwardly, along a line of land of others, 30 feet, more or less to an angle point in the railroad property line; thence, (6) southeastwardly, along a line of land of others, 220 feet, more or less, to a point on the northeasterly right-of-way line, distant 20 feet northwardly and radially from the centerline of Westbound Belt Track of the railroad of said Transportation Company as it was located on December 10, 1975; thence (7) westwardly, parallel and concentric to the centerline of the Westbound Belt Track of the railroad of said Transportation Company, 250 feet, more or less, to a point on the northeasterly right-of-way line of a 60 foot wide Flexi Van Driveway; thence, (8) northwestwardly, along the northeasterly right-of-way line of a 60 foot wide Flexi Van Driveway, 160 feet, more or less, to a point, the point of beginning.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1102-3.5.

All that parcel of land situate in the 44th Ward, City of Philadelphia, County of Philadelphia, Commonwealth of Pennsylvania, being designated as Parcel No. PA.L10g 24-4 on Railroad Valuation Map No. 500-8001-0-ST4-2, as revised to December 31, 1966, and being all the land of the Penn Central Transportation Company, as shown on the Map, lying northeasterly of the following described line:

Beginning at an angle point in the line of land of others on the northeasterly right-of-way line of Viola Street, distant 480 feet, more or less, northwestwardly along said right-of-way line of Viola Street from the northwesterly right-of-way line of 48th Street;

Thence, northwestwardly along the northeasterly right-of-way line of Viola Street, 100 feet, to an angle point in the line of land of others, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1102-3.5.

All that parcel of land situate in the City of Philadelphia, in the County of Philadelphia, and Commonwealth of Pennsylvania, being designated Parcel No. PA L10G 18-2 on Railroad Valuation Map No. 500-8001-0-ST5-2, as revised to December 31, 1967, and being all the land of the Penn Central Transportation Company, as shown on the Map, which lies northerly of the following described line:

Beginning at a point in the easterly line of 52nd Street, which point is distant 15 feet, measured northwardly and radially from the centerline of the Freight House Track of said Transportation Company, as it was located on December 10, 1975;

Thence, extending eastwardly and northeastwardly parallel and concentric to said centerline of Freight House Track 270 feet, more or less, to a point on the southeastwardly prolongation of the southerly line of Monticello Avenue, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1102-4.0.

All that parcel of land situate in the 44th Ward, City of Philadelphia, and Commonwealth of Pennsylvania, being designated Parcel No. PAL10g 23-2 on Railroad Valuation Map No. 500-8001-0-ST4-2, as revised to December 31, 1966, and being all of the land of the Penn Central Transportation Company, as shown on said map, which lies northeasterly and northwesterly of the following described lines:

Beginning at a point in a southeasterly line of land of other owners said southeasterly line being within the lines of 50th Street prolonged southwestwardly, distant 75 feet measured northwardly and radially from the centerline of said Company's Westbound Belt Track, said beginning point also being at the distance of 200 feet, more or less, measured southwestwardly, along said southeasterly line of land of other owners, from the prolongation of the southwesterly line of Viola Street;

Thence in a southeastwardly direction, parallel to said centerline of said Westbound Belt Track, 195 feet, more or less, to a point in the prolongation southwestwardly of another southeasterly line of land of other owners;

Thence in a northeastwardly direction, along the last described southwesterly prolongation of the southeasterly line of lands of other owners, 5 feet, more or less, to a point at a southwesterly corner of land of other owners, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1102-3.5.

Parcel #2

Document No.

PC-CRC-RP-210

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being part of the Penn Central Transportation Company's lines of railroad which are known as the 44th Street Yard adjacent to the Philadelphia-Pittsburgh Main Line and the Schuylkill Branch, and are described in Exhibit A of this Deed, and are identified as Line Codes 1101-88, 1102-2-4, 1129, and 1136 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 and adjacent to said line of railroad except the following described part or parts thereof:

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being part of the Penn Central Transportation Company's lines of railroad which are known as the 44th Street Yard, the Jersey Tracks and the Schuylkill Branch, and are 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 northerly and northwesterly of the following described lateral cut lines and excluding the unowned portions of 52nd Street;

Beginning at the intersection of the northern and northwestern lines of Pennsgrove Street, being distant 480 feet easterly of the intersection of said northern line of Pennsgrove Street and the eastern line of 39th Street;

Thence, southeastwardly 105 feet, more or less, across Branch tracks to a point 30 feet southeasterly at right angles the centerline of the northwesternmost Branch track, as it was located on December 1, 1975;

Thence, southwestwardly 1175 feet, more or less, parallel to said centerline to a point;

Thence, southwestwardly 235 feet, more or less, to a point on the western line of 40th Street;

Thence, southwardly 45 feet, more or less, along said western line of 40th Street, to a point 55 feet distant northeastwardly and radially from the centerline of the Westbound Passenger track;

Thence, northwestwardly 1268 feet, more or less, parallel to said centerline to the Match Mark at Station 158+40;

Thence, northwestwardly 731 feet, more or less, continuing parallel to said centerline and its prolongation to a point opposite the signal bridge extended;

Thence, westwardly 3910 feet, more or less, to a point 44 feet distant northeastwardly at right angles, from the centerline of the Westbound Passenger track to the Match Mark at Station 211+20;

Thence, northeastwardly 230 feet, more or less, along the eastern boundary of said bridge to a point on the northeastern property line of said Railroad;

Thence, westwardly and northwestwardly 1272 feet, more or less, continuing parallel to said centerline to a point on the western face of the inbound duck-under of said Branch;

Thence, northwestwardly 115 feet, more or less, to an angle point of the northwestern and northeastern property lines being an existing property corner, the point of ending, as shown on Railroad Valuation Map Nos. VI.0/S.T.3, V-1.0/S.T.4, and V-1.0/S.T.5, as revised to December 31, 1966, December 31, 1966, and December 31, 1967, respectively.

The 44th Street Yard is described as Parcels 1101-88 and 1102-2-4. The Jersey Tracks are identified as Line Code 1136.

The part of the Schuylkill Branch described herein begins at the lateral cut line near 52nd Street and extends to the County line near the east bank of the Schuylkill River north of Port Royal Avenue, which lateral cut line is identified as Line Code 1129-4.0 in the records of the United States Railway Association.

All that parcel of land situate in the City of Philadelphia and Commonwealth of Pennsylvania, being designated Parcel No. PAL 10g 16-7 on the Railroad Valuation Map No. 500-8001-2-1-2, as revised to December 13, 1961, and being all the land of the Penn Central Transportation Company which lies westerly of Parkside Avenue and southerly, easterly and northerly of the following described lines:

Beginning at a point on the westerly line of Parkside Avenue distant 55 feet, more or less, measured southeastwardly and at right angles from the centerline of the near track of said Transportation Company, as it was located on December 19, 1975, at a point therein distant 1100 feet measured northeastwardly along said centerline of said track from the northerly line of Jefferson Street;

Thence, northwestwardly, at right angles to said centerline of said track, 40 feet, more or less, to a point distant 15 feet measured southeastwardly and at right angles from said centerline of said track;

Thence, southwestwardly, parallel with said centerline of track, 395 feet, more or less, to an angle point in the railroad property line of land of others;

Thence, southeastwardly 35 feet, more or less, to a corner in the line of land of others, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1129-4.0.

All that parcel of land located in Manayunk, situate in the City of Philadelphia, County of Philadelphia, Commonwealth of Pennsylvania, being designated Parcel No. PAL 10D 19-7 on Railroad Valuation Map No. 500-8010-0-ST4-2, as revised to December 31, 1965, and being all the land of Penn Central Transportation Company, as shown on the Map, which lies southwestwardly of the following described line:

Beginning at a point southwestwardly 30 feet at right angles to the centerline of the southwesternmost track of the former Pennsylvania Railroad, Schuylkill Secondary, as it was located on November 2, 1975, and on the northwestwardly right-of-way of Wright Street (30 feet wide); thence, northwestwardly 150 feet, more or less, to the southeasterly line of land of others, or its northeasterly extension, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1129-7.8-8.1-8.2-8.2-8.5-8.6.

All that parcel of land located in Manayunk situate in the City of Philadelphia, County of Philadelphia, Commonwealth of Pennsylvania, being designated Parcel No. PAL 10D 17-3 on Railroad Valuation Map No. 500-8010-0-ST-4-2, as revised to December 31, 1965, and being all the land of the Penn Central Transportation Company, as shown on the Map, which lies southeastwardly of Wright Street and northeastwardly of the following described line:

Beginning at a point northeastwardly 15 feet at right angles to the centerline of the northeasternmost track of the former Pennsylvania Railroad, Schuylkill Secondary Track, as it was located on November 2, 1975, and northwestwardly 10 feet from opposite Milepost 8 measured along the centerline; thence, northwestwardly 550 feet, more or less, parallel to said centerline to a point on the southeastwardly right-of-way line of Wright Street (30 feet wide), the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1129-7.8-8.1-8.2-8.2-8.5-8.6.

All that parcel of land located in Manayunk situate in the City of Philadelphia, County of Philadelphia, Commonwealth of Pennsylvania, being designated Parcel No. PAL 10D 18-5 on Railroad Valuation Map No. 500-8010-0-ST4-2, as revised to December 31, 1965, and being all of the land of the Penn Central Transportation Company, as shown on the Map, which lies southeastwardly of Gates Street and northeastwardly of the following described line:

Beginning at a point northeastwardly 15 feet at right angles from the centerline of the northeasternmost track of the former Pennsylvania Railroad, Schuylkill Secondary Track, as it was located on November 2, 1975, on the northwestwardly right-of-way of Wright Street (30 feet wide); thence, northwestwardly 250 feet, more or less, parallel to said centerline to a point on the southeastwardly right-of-way line of Gates Street (25 feet wide), the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1129-7.8-8.1-8.2-8.2-8.5-8.6.

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being part of the Penn Central Transportation Company's line of railroad which is known as the Belmont Branch, and is described in Exhibit A of this Deed, and is identified as Line Code 1137-0.0 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 and adjacent to said line of railroad except the following described part or parts thereof:

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being part of the Penn Central Transportation Company's line of railroad which is known as the Belmont 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 northerly of the following described lateral cut line:

Beginning at a point on the southern boundary of Poplar Street, opposite Station 86+85, being an angle point of the northern and eastern property lines of said Railroad;

Thence, eastwardly 55 feet, more or less, along the prolongation of said southern line of Poplar Street, to a point opposite Station 87+20, on the eastern property line of said Railroad, the point of ending, as shown on Railroad Valuation Map Nos. V1.0/S.T.3, and V-1.0/7, as revised to December 31, 1966, and 1966 respectively.

The part of the line of railroad described herein begins at the lateral cut line near Poplar Street, in Philadelphia, and extends to the end of the line near Montgomery Avenue, in Philadelphia, at connection to the Reading Company Main Line.

The lateral cut line is identified as Line Code 1137-0.0 in the records of the United States Railway Association.

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being part of the Penn Central Transportation Company's line of railroad which is known as the Delaware Extension and is described in Exhibit A of this Deed, and is identified as Line Code 1143-1.5 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 and adjacent to said line of railroad except the following described part or parts thereof:

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being part of the Penn Central Transportation Company's line of railroad which is known as the Delaware Extension 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 southeasterly of the following described lateral cut line:

Being a line drawn at right angles to the tracks at the southeastern face of the home signal to Arsenal as shown on Railroad Valuation Map No. V-1.0/2B, as revised to December 31, 1967.

The part of the line of railroad described herein begins at the lateral cut line near University Avenue in Philadelphia and extends to the end of the line near Dock Street in Philadelphia.

The lateral cut line is identified as Line Code 1143-1.5 in the records of the United States Railway Association.

All that parcel of land situate in the City of Philadelphia, County of Philadelphia, and Commonwealth of Pennsylvania, being designated as Parcel No. PA-L10j-15-2 on Railroad Valuation Map No. 500-8001-4-3A1-2, as drawn on June 30, 1918 and as furnished to the United States Railway Association on December 1, 1975, being all the land of the Penn Central Transportation Company, as shown on the Map, bounded and described as follows:

Beginning at a point in the westerly line of 26th Street, distant 545 feet measured southwardly along said westerly line from a point in the centerline of Penn Central Transportation Company's Track No. 1, as it was located on December 9, 1975;

Extending from said beginning point the following 9 courses and distances:

(1) Northwestwardly, at right angles to said line of 26th Street, 280 feet, more or less, to a point distant 30 feet measured southeastwardly at right angles from the centerline of a trestle track of said Transportation Company, as it was located on December 9, 1975; thence, in a southwesterly direction, parallel with said centerline of trestle track and the southwesterly prolongation thereof 260 feet to a point; thence, (2) in a northwesterly direction, at right angles to the last described course, 60 feet to a point distant 30 feet measured northeastwardly at right angles from the southwesterly prolongation of said centerline of trestle track; thence, (3) northeastwardly, parallel and concentric to said prolongation and centerline of track, 585 feet, more or less, to a point distant 32 feet measured southeastwardly and radially from the centerline of said Transportation Company's Track No. 1; thence, (4) in a southwesterly and southerly direction, parallel and concentric to the last mentioned centerline of track, 1850 feet, more or less, to a point in the westerly prolongation of the northerly line of the land of others; thence, (6) in a easterly direction along said prolongated line 120 feet, more or less, to an angle point with the land of others; thence, (7) northeastwardly, North 50° 38'53.94"East, 851.143 feet; to an angle point in the railroad property line; thence, (8) southeastwardly, South 76° 07'East, 199.401 feet, to a point in the westerly line of 26th Street; thence, (9) northeastwardly along said line of 26th Street, 265 feet, more or less, to the point of beginning.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1143-5.0.

Subject to the easement and right of access between a public highway and property conveyed by the within Deed over the existing access road or roads on the above described property, and subject to the easement and right to use, operate, maintain, repair, renew, replace and remove the existing track or tracks on and across the above described property.

All that parcel of land situate in the City of Philadelphia, County of Philadelphia, and Commonwealth of Pennsylvania, being designated as Parcel No. PAL 10j 14-9 on Railroad Valuation Map No. 500-8001-4-3A1-2, as drawn on June 30, 1918, and as furnished to the United States Railway Association on December 1, 1975, and being all the land of the Penn Central Transportation Company as shown on the Map, which lies southeasterly of Penrose Avenue, and northwesterly of the following described line:

Beginning at a point in the westerly line of 26th Street distant 15 feet measured northwestwardly and radially from the centerline of the near track of said Transportation Company, as it was located on December 9, 1975;

Thence, extending in a southwesterly direction, parallel and concentric with said centerline of track, 1500 feet, more or less, to an angle point in the railroad property line, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1143-5.0

Subject to the easement and right to use, operate, maintain, repair, renew, replace and remove the existing track or tracks on and across the above described property.

All that parcel of land situate in the City of Philadelphia, the County of Philadelphia, and the Commonwealth of Pennsylvania, being designated Parcel No. PA.L10k 01-4 on Railroad Valuation Map No. 500-8001-4-6A-2 as revised to December 31, 1962, and being all of the land of the Penn Central Transportation Company, as shown on the Map, which is bounded and described by the following three lines:

Beginning on the northwesterly line of Delaware Avenue, at a point thereon distant 930 feet, more or less, measured southwardly along the said northwesterly line from another point thereon at the northwestwardly prolongation of the southwesterly line of Bigler Street, which said beginning point is distant 15 feet measured southwestwardly and radially from the centerline of a track of the said Penn Central Transportation Company;

Thence, extending (1) northwestwardly, parallel and concentrically with the said centerline, 485 feet, more or less, to a point on a pole line; thence (2) southeastwardly along the said pole line 400 feet, more or less, to a point on the said northwesterly line of Delaware Avenue; thence (3) southwestwardly along the said northwesterly line of Delaware Avenue 250 feet, more or less, to the point and place of beginning.

The above described parcel is identified in the records of the United States Railway Association as Line Code 1143-6.5.

All that parcel of land situate in the City of Philadelphia, County of Philadelphia, Commonwealth of Pennsylvania, being designated as Parcel No. PA L10k 14-2 on Railroad Valuation Map No. 500-8001-4-5-2, as revised to December 31, 1963, and being all the land of the Penn Central Transportation Company, as shown on the Map, which lie easterly, southeasterly, northeasterly, and northwesterly of the following described line:

Beginning on the southerly right-of-way line of Oregon Avenue, at a point therein distant 40 feet northwestwardly measured at right angles from the northerly prolongation of the centerline of Track No. 14, as it was located on December 19, 1975, of the Penn Central Transportation Company;

Thence, southwardly 45 feet to a point distant 40 feet southwesterly measured at right angles from the southerly right-of-way line of Oregon Avenue;

Thence, southwestwardly parallel to said centerline of track 830 feet, more or less, to a point in the prolongation northwestwardly of the centerline of an amiesite driveway;

Thence, southeastwardly along said prolongation and centerline of driveway, 465 feet, more or less, to a point in the centerline between Tracks No. 4, as it was located on December 19, 1975, and No. 5, as it was located on December 19, 1975, of said Transportation Company;

Thence, northeastwardly along said centerline between tracks, 865 feet, more or less, to a point in the southerly line of Oregon Avenue, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1143-8.

All that parcel of land situate in the 39th Ward in the City of Philadelphia, the County of Philadelphia, and the Commonwealth of Pennsylvania, being designated Parcel No. PA. L10k 15-4 on Railroad Valuation Map No. 500-8001-4-5-2 as revised to December 31, 1966, and being all of the land of the Penn Central Transportation Company, as shown on the Map, which is bounded and described by the following seven lines:

Beginning at a point on the southerly line of Oregon Avenue distant 830 feet, more or less, measured eastwardly along the said southerly line from its point of intersection with the prolongation southwardly of the easterly line of Dilworth Street, which said beginning point is also distant 15 feet, measured eastwardly and at right angles from, the northwardly prolongation of the centerline of the said Transportation Company's Track No. 5;

Thence, extending (1) southwardly parallel with the said northwardly prolongation and then parallel with the said centerline 875 feet, more or less, to a point on the centerline of an Amiesite driveway; thence (2) westwardly along the said centerline 240 feet, more or less, to a point distant 15 feet, measured westwardly and at right angles, from the centerline of the said Transportation Company's Track No. 10; thence (3) southwardly and southwestwardly, parallel and concentrically with the said centerline of Track No. 10, 650 feet, more or less, to a point distant 15 feet, measured northwardly and at right angles from the prolongation westwardly of the centerline of the said Transportation Company's bypass track which runs on an azimuth of North 75 degrees 30 minutes West; thence (4) on an azimuth of North 75 degrees 30 minutes West 130 feet, more or less, to a point distant 15 feet, measured northwestwardly and radially from the centerline of the said Transportation Company's Track No. 14; thence (5) northeastwardly and northwardly parallel and concentrically with the said centerline of Track No. 14, 1,405 feet to a point; thence (6) northwestwardly in a straight line 40 feet to a point on the southerly line of Oregon Avenue; thence (7) eastwardly along the said southerly line of Oregon Avenue 490 feet, more or less, to the point of beginning.

The above described parcel is identified in the records of the United States Railway Association as Line Code 1143-8.

All that parcel of land situate in the City of Philadelphia, County of Philadelphia, and Commonwealth of Pennsylvania, designated Parcel No. PAL 10K 02-6 on Railroad Valuation Map No. 500-8001-4-7-2 as revised to December 31, 1963 and being all the land of the Penn Central Transportation Company, as shown on the Map which lies southwesterly, westerly, and northeasterly of the following described lines:

Beginning at the intersection of the southwesterly line of Washingron Avenue with the prolongation northeastwardly of the southeasterly line of Water Street;

Thence, southeastwardly, along said line of Washington Avenue, 30 feet, more or less, to a point 15 feet distant measured southwestwardly and radially from the centerline of Track No. 5 as it was located on January 1, 1976 of said Transportation Company; thence, southeastwardly, then southwestwardly, parallel with said centerline of track, 1,020 feet, more or less, to a point 15 feet distant measured northeastwardly and radially from the centerline of the first track east of said Transportation Company's inbound freight house, as it was located on January 2, 1976; thence, northwestwardly, parallel with the last-mentioned centerline of track, 310 feet, more or less, to a peint in the prolongation southeastwardly of a southwesterly line of land of others; thence, northwestwardly, along said southeasterly prolongation 10 feet, more or less, to a point on a line of land of others, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1143-10.

All that parcel of land situate in the first ward of the City of Philadelphia, the County of Philadelphia, and the Commonwealth of Pennsylvania, being designated Parcel No. PA.L10k 03-8 on Railway Valuation Map No. 500-8001-4-7-2 as revised to December 31, 1967, and being all of the land of the Penn Central Transportation Company, as shown on the Map, which is bounded and described as follows:

Beginning at a point at a corner of the land of other owners within the lines of Water Street, distant 15 feet measured southwestwardly and radially from the centerline of the southwesternmost spur track of the said Transportation Company, which said point is distant 230 feet, more or less, measured northeastwardly and at right angles from the northeasterly line of Reed Street;

Thence, extending (1) southwestwardly along a southeastwardly line of land of other owners 200 feet, more or less, to a point at a corner; thence (2) southeastwardly parallel with the northeasterly line of Reed Street 250 feet, more or less, to a point distant 15 feet measured southwestwardly and radially from the centerline of the above mentioned spur track; thence (3) generally northwestwardly and parallel with the said centerline 325 feet, more or less, to the point of beginning.

The above described parcel is identified in the records of the United States Railway Association as Line Code 1143-10.

All that parcel of land situate in the City of Philadelphia, County of Philadelphia, and Commonwealth of Pennsylvania, being designated Parcel No. PA L10k 12-7 on Railroad Valuation Map No. 0500-8001-4-8-2, as revised to December 31, 1963, and being all the land of the Penn Central Transportation Company, as shown on the Map, which lies westerly of the following described line:

Beginning at a point on southerly line of Queen Street distant 20 feet measured westwardly and radially from the centerline of the westernmost main track of said Penn Central Transportation Company;

Thence, extending southwardly and parallel to said centerline of track 430 feet, more or less, to a point on the northeasterly line of Christian Street, the place of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1143-10.0.

Document No. PC-CRC-RP-210

All that parcel of land situate in the City of Philadelphia and Commonwealth of Pennsylvania being designated Parcel No. PA.LLOR 11-5 on Railroad Valuation Map No. 500-8001-4-8-2 as revised to December 31, 1963 and being all the land of the Penn Central Transportation Company, as shown on the Map, which lies southerly of Christian Street, easterly of Swanson Street and westerly of the following described line:

Beginning at a point on the southerly line of Christian Street distant 30 feet measured westwardly and radially from the centerline of the westernmost main track of said Penn Central Transportation Company, said beginning point also being at the distance of 160 feet, more or less, measured eastwardly, along said southerly line of Christian Street, from said easterly line of Swanson Street;

Thence, extending southwardly and parallel to said centerline of track, 250 feet, more or less, to a point on easterly line of Swanson Street, the place of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1143-10.0.

Subject to the easement and right to use, operate, maintain, repair, renew, replace and remove one existing track on and across the above described property along the easterly line of Swanson Street.

Document No. PC-CRC-RP-210

All that parcel of land situate in the City of Philadelphia, County of Philadelphia, Commonwealth of Pennsylvania designated as Parcel No. PA.L10j 20-2, on Railroad Valuation Map Nos. 500-8001-5-1-2, as revised to December 31, 1961 and 500-8001-5-2-2, as revised to December 31, 1962, and being all the land of the Penn Central Transportation Company, as shown on the Maps, described as follows:

All the land within the right-of-way of the Girard Point Branch of the Penn Central Transportation Company located between the easterly line of 26th Street at U.G. Bridge No. 0.19 and the northwesterly line of Penrose Avenue.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1144-0-1.

Together with the easement and right to use for the purpose of maintaining the existing bridge over 26th Street and the abutment supporting same:

All that parcel of land situate as aforesaid, bounded and described as follows, viz:

Commencing at a point where the westerly line of 26th Street (88 feet wide) meets the northwesterly line of Penrose Avenue (120 feet wide); extending thence North 15 degrees East, along said line of 26th Street, 3,805.439 feet to a corner of land of other owners; thence South 75 degrees East, 76.0 feet to a point of curve within the lines of said 26th Street; and thence eastwardly, on a curve to the left having a radius of 385 feet and a central angle of 1 degree 47 minutes 10.074 seconds, the arc distance of 12.002 feet to a point in the easterly line of said 26th Street, the true point of beginning for the parcel of land being described;

Extending from said beginning point the following four courses and distances: (1) South 15 degrees West, along said easterly line of 26th Street, 229.405 feet to a point; thence (2) South 15 degrees East, 75 feet to a point; thence (3) North 15 degrees East, 229.405 feet to a point; and thence (4) North 75 degrees West, 75 feet to the place of beginning.

Document No.

PC-CRC-RP-210

All that parcel of land situate in the City of Philadelphia, County of Philadelphia, Commonwealth of Pennsylvania, being designated as Parcel No. PAL-10h-10-6 on Railroad Valuation Map no. 500-8001-12-ST1-2, as revised to December 31, 1967, being all the land of the Penn Central Transportation Company, as shown on the Map, which lies between Aramingo, East York Street, Richmond Street, and East Norris Street.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1178-82.0.

Subject to the easement and right to use, operate, maintain, repair, renew, replace and remove the existing track or tracks on and across the above described property.

NOTICE

The Grantee acknowledges that the Grantee may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the real property conveyed by this Deed may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This notice is inserted herein to comply with Section 14 of the Pennsylvania Bituminous Mine Subsidence and Land Conservation Act of 1966, 52 Pa. Stat. Ann. Sec. 1406.14.

The Grantee further acknowledges that for the purposes of 52 Pa. Stat. Ann. Sec. 1551, this Deed is a quitclaim deed.

CONSOLIDATED RAIL CORPORATION

By: _____

Vice President

City Exhibit #1
I-8 30373
Phila 8-18-83

Document No.
PC-CRC-ATK - RP-40

RECEIVED
AUG 23 1983
SECRETARY'S OFFICE
Public Utility Commission

DEED

THIS DEED IS MADE BY AND BETWEEN

ROBERT W. BLANCHETTE, RICHARD C. BOND AND JOHN H. McARTHUR,

AS TRUSTEES OF THE PROPERTY OF

PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR

(collectively "Grantor"), whose address is Six Penn Center, Philadelphia, Pennsylvania 19104

AND

CONSOLIDATED RAIL CORPORATION,

a corporation organized and existing under the laws of the Commonwealth of Pennsylvania ("Grantee"), whose address is 1818 Market Street, Philadelphia, Pennsylvania 19103.

WHEREAS, the Debtor is a railroad in reorganization under Section 77 of the Federal Bankruptcy Act, 11 U.S.C. Sec. 205, and is a railroad in reorganization as that term is defined in the Regional Rail Reorganization Act of 1973 (Public Law 93-236, 87 Stat. 985), as amended ("Act"); and

WHEREAS, by orders of the United States District Court for the Eastern District of Pennsylvania entered in Docket No. 70-347 the above-named individuals were duly appointed and are now serving as Trustees of the property of the Debtor; and

WHEREAS, the United States Railway Association, pursuant to Section 209 (c) of the Act, has certified to the Special United States District Court established pursuant to Section 209 (b) of the Act ("Special Court"), that the rail properties of the Debtor hereinafter described (except those hereinafter reserved and excepted) are to be transferred by the Grantor to the Grantee; and

WHEREAS, pursuant to Section 303 (b) (1) of the Act, the Special Court has ordered the Grantor to convey to the Grantee all of the Grantor's right, title and interest in such rail properties, free and clear of any liens or encumbrances as provided in Section 303 (b) of the Act;

NOW, THEREFORE, pursuant to the Order of the Special Court, the Grantor hereby grants and conveys to the Grantee:

A. All of the Grantor's right, title and interest, legal and equitable, in and to the real property located in the County of Philadelphia, Commonwealth of Pennsylvania as described in Exhibit A attached to this Deed as a part hereof, together with all of the appurtenances, hereditaments, franchises, ways, waters, minerals, rights, privileges, improvements, fixtures, licenses, leaseholds, reversions, easements, rights under operating, trackage and joint facility agreements, rents, issues, profits and other interests and items belonging to or in any way appertaining to such real property, including but not limited to all real property items that would properly be recorded in Accounts 1 through 45 and 90 of the Property Accounts prescribed by the Interstate Commerce Commission for Railroad Companies in its Uniform System of Accounts, 49 C.F.R. Part 1201, to the extent that such interests and items belong or in any way appertain to such real property, except as those interests and items belong or appertain to the real property hereinafter reserved and excepted.

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

2. The easements and rights for the specific uses, if any, (each an "Easement Item") particularly described in Exhibit B attached to this Deed as a part hereof and burdening certain real property hereinafter reserved and excepted.

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

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

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

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

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

RESERVING AND EXCEPTING, HOWEVER, TO THE GRANTOR:

C. All the respective right, title and interest of the Grantor, legal and equitable, in and to the real property described in Exhibit B attached to this Deed as a part hereof, but subject, however, to (a) the limitation of access thereto across the real property conveyed by this Deed as hereinafter provided and (b) the easements and rights conveyed pursuant to Paragraph B above.

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

2. The easements and rights for the specific uses, if any, (each an "Easement Item") particularly described in Exhibit B to this Deed and burdening certain real property conveyed by this Deed.

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

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

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

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

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

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

TO HAVE AND TO HOLD the real property and the easements and rights hereby conveyed to the Grantee, free and clear of (a) any liens or encumbrances as provided in Section 303 (b) of the Act and (b) any and all easements and rights of access to the real property reserved and excepted from this conveyance across the real property conveyed by this Deed (except as otherwise provided in this Deed), even if such easements and rights would otherwise arise by reason of necessity, implication or other operation of law, statute, ordinance, rule or regulation of any governmental entity, BUT SUBJECT, HOWEVER, to (i) those easements and rights reserved and excepted in Paragraph D above, (ii) all existing licenses, easements, leases (other than those which may have been created to secure payment of a financial obligation), and operating, trackage right and joint facility agreements and (iii) Operating Rights Grants, if any, from the Grantor to a third party conveyed concurrently with this conveyance and identified in Exhibit B to this Deed.

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

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

By acceptance of this Deed, the Grantee (a) agrees to perform each of the obligations imposed on the Grantee by the terms of this Deed, and (b) assumes and agrees to perform and observe all obligations and conditions on the part of the Grantor or the Grantor's predecessor in title to be performed or observed that arise or accrue after the date of delivery of this Deed under all licenses, easements, leases (other than those which may have been created to secure payment of a financial obligation) and operating, trackage right and joint facility agreements (subject, however, to the terms thereof) which are conveyed by this Deed and under those to which this conveyance is made subject, provided that the Grantee assumes no obligation or liability that arises after the date of delivery of this Deed out of any event, act or failure to act that occurred prior thereto and, where an obligation or liability is related to a period which is both before and after such date, the Grantee assumes only that portion of the obligation or liability which is reasonably allocable to the part of the period after such date. Concurrently with the delivery of this Deed, the Grantee is delivering to the Grantor a separate instrument executed by the Grantee acknowledging receipt and acceptance of this Deed and affirming the provisions of this paragraph.

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

The words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this Deed so requires and, whether singular or plural, such words shall be deemed to include in all cases the successors and assigns of the respective parties.

This conveyance and the specific covenants of the Grantor are made by the Grantor as Trustees of the property of the Debtor, and not individually, and this conveyance is made without covenants of title or any warranties express or implied.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 30th day of March, 1976 by Malcolm V. Lane, Jr. being duly authorized so to do by order of the United States District Court for the Eastern District of Pennsylvania entered in Docket No. 70-347.

Signed and Acknowledged
in the Presence of:

~~Ann~~ Anna B Freund

Peter S Reichertz

Peter S. Reichertz

ROBERT W. BLANCHETTE, RICHARD C. BOND AND JOHN H. McARTHUR, AS TRUSTEES OF THE PROPERTY OF PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR

By Malcolm V. Lane Jr. L.S.

Malcolm V. Lane, Jr.
OFFICER

DISTRICT OF COLUMBIA, SS:

On this 30th day of March, 1976, before me, a Notary Public authorized to take acknowledgements and proofs in the District of Columbia, personally appeared Malcolm V. Lane, Jr. personally known to me to be the person whose name is subscribed to the foregoing Deed, bearing the same date as this certificate of acknowledgement, and acknowledged himself to be an Officer of Robert W. Blanchette, Richard C. Bond and John H. McArthur, Trustees of the Property of Penn Central Transportation Company, Debtor, and that as such Officer and being authorized so to do, he executed the foregoing Deed on behalf of and in the name of the Trustees as their free act and deed for the purposes therein contained.

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

Dorothy L. Katz

Dorothy L. Katz
Notary Public in and for
The District of Columbia
My Commission expires January 31, 1980

This Instrument Prepared By:

United States Railway Association
Pursuant to the Act

Document No.

PC-CRC-ATK - RP-40

EXHIBIT A

TO THE DEED BY AND BETWEEN

ROBERT W. BLANCHETTE, RICHARD C. BOND AND JOHN H. McARTHUR,

AS TRUSTEES OF THE PROPERTY OF

PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR

AND

CONSOLIDATED RAIL CORPORATION

DESCRIPTION OF REAL PROPERTY

LOCATED IN

County of Philadelphia, Commonwealth of Pennsylvania

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 the following pages only: A-1, A-2-Revised, A-2-A, A-4, A-5-Revised, A-8-A, A-9-A, A-10.

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being all the Penn Central Transportation Company's real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to that portion of the Main Line New York-Washington in the County between the west bank of the Schuylkill River and University Avenue. Such line originates near the Schuylkill River at a connection with that portion of said Main Line New York-Washington owned by the Connecting Railway Company, passes through "Zoo" Interlocking and Thirtieth Street Station and terminates near University Avenue connecting to that portion of said Main Line New York-Washington owned by the Philadelphia, Baltimore and Washington Railroad Company, and also being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or concecting to other lines which connect to or are a part of "Zoo" Interlocking.

The lines of railroad described herein are identified in the records of the United States Railway Association as follows:

Line Code 1101 Main Line New York-Washington
Line Code 1102 Main Line Philadelphia-Pittsburgh
Line Code 1133 36th Street Connection
Line Code 1134 New York Connection
Line Code 1135 New York and Pittsburgh Subway
Line Code 1136 Jersey Tracks
Line Code 1137 Belmont Branch
Line Code 1139 Zoo Run Down Track
Line Code 1140 West Philadelphia Elevated
Line Code 1142 Grays Ferry Branch

SUBJECT HOWEVER to the easements and rights to own, use, operate, maintain, renew, repair, replace and remove the track, ties, switches and other track materials, the columns, column foundations, supporting structures, and the like, footings, steelwork, girders, beams, piers, signal, switching and lighting equipment, electrical transmission facilities, conduits and drainage facilities pertaining to and necessary for the operation of the line of railroad known as the West Philadelphia Elevated Branch, identified in the records of the United States Railway Association as Line Code 1140 and conveyed by the herein grantor to Consolidated Rail Corporation by separate document identified as Document Number PC-CRC-RP-210;

TOGETHER WITH the right of reasonable access for the exercise of the foregoing easements and rights;

RECOGNIZING THAT the use, operation, maintenance, removal and safety of the aforementioned lines of railroad of the, National Railroad Passenger Corporation, and also of the Consolidated Rail Corporation are

of the first and utmost importance, the parties hereto shall not do anything at any time or from time to time which shall jeapordize or interfere with the safe and continuous use, operation, maintenance and removal of the lines of railroad as they may now or hereafter exist or for such other purposes to which the lands and fixtures may hereafter be devoted.

Said West Philadelphia Elevated Branch originates in the County at a connectiong with other lines of railroad diverging at "Zoo" Interlocking at a point distant approximately 300 feet measured westwardly from the westerly line of 34th Street, passing over Market Street and Walnut Street in the vicinity of 31st Street and terminates in the County at a point distant approximately 850 feet measured southwestwardly from the southwesterly line of South Street in the vicinity of "Arsenal" Interlocking at a connecting with other rail lines diverging from "Arsenal".

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the Suburban Line and Main Line Philadelphia-Pittsburgh 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 Suburban Station, 16th Street and Kennedy Boulevard in Philadelphia, passes through Zoo Interlocking and leaves the County at City Line Avenue in Overbrook.

The line of railroad described herein is identified as Line Code 1102 in the records of the United States Railway Association.

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the Schuylkill Branch, and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County near Lansdowne Avenue in Philadelphia, connecting to another line of railroad known as Main line Philadelphia-Pittsburgh and exits from the County at City Line Avenue, re-enters the county at a crossing the Schuylkill River near Manayunk and leaves the County near the east bank of the Schuylkill River north of Port Royal Avenue.

The line of railroad described herein is identified as Line Code 1129 in the records of the United States Railway Association.

Document No.

PC-CRC-ATK-RP-40

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the Belmont Branch and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County near Montgomery Avenue in Philadelphia, connecting to another line of railroad known as the Reading Company Main Line, and terminates in the County near Girard Avenue in Philadelphia at a connection with Penn Central's "Zoo" Interlocking.

The line of railroad described herein is identified as Line Code 1137 in the records of the United States Railway Association.

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the Grays Ferry Branch, and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County near 34th Street in Philadelphia, connecting to another line of railroad known as the Penn Central's "Zoo" Interlocking, and terminates in the County near University Avenue in Philadelphia at a connection with the Penn Central West Chester Branch.

The line of railroad described herein is identified as Line Code 1142 in the records of the United States Railway Association.

Document No.

PC-CRC-ATK-RP-40

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the Delaware Extension, and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County near University Avenue in Philadelphia, connecting to another line of railroad known as the Penn Central Philadelphia-Washington Main Line, passes through South Philadelphia along Delaware Avenue and terminates in the County near Dock Street in Philadelphia.

The line of railroad described herein is identified as Line Code 1143 in the records of the United States Railway Association.

EXHIBIT B

TO THE DEED BY AND BETWEEN

ROBERT W. BLANCHETTE, RICHARD C. BOND AND JOHN H. McARTHUR,

AS TRUSTEES OF THE PROPERTY OF

PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR

AND

CONSOLIDATED RAIL CORPORATION

DESCRIPTION OF REAL PROPERTY

LOCATED IN

County of Philadelphia, Commonwealth of Pennsylvania

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 the following pages only: B-1, B-2, B-4-Revised, B-5-Revi B-5-A, B-5-B, B-5-C, B-5-D, B-5-E, B-16-Revised, B-16-A, B-23-Revised, B-24-Revised, B-25-Revised, B-26,

All that parcel of land situate in the Township of Philadelphia, County of Philadelphia, and Commonwealth of Pennsylvania, being designated as Parcel 1101-89 on Railroad Valuation Map No. V1.0/S.T.2, as revised to December 31, 1962; and being all of the land of the Penn Central Transportation Company as shown on the Map which lies southerly and westerly of the following described line:

Beginning at a point on the southern boundary of Spring Garden Street and the western property line of said Railroad, distant 20 feet westwardly from the western abutment of O. G. Bridge No. 1.68; thence, eastwardly 245 feet, more or less, along said southern boundary of Spring Garden Street, to a point 60 feet distant, eastwardly, at right angles, from the centerline of Track No. 4, as it was located on December 1, 1975, which point is also 15 feet distant southwestwardly, at right angles from the centerline of the track immediately east of Track No. 4; thence, southwardly 1,545 feet, more or less, parallel to the centerline of the track immediately east of Track No. 4, which line runs along a Stone Wall, to a point opposite Station 71+75 of Track No. 4; thence, northeastwardly 30 feet, more or less, at right angles to the centerline of Track No. 4 to a point15 feet distant northeastwardly, at right angles to and across the track to the east of Track No. 4; thence, southeastwardly 837 feet, more or less, parallel to said centerline and its merge into the centerline of Track No. 4, to a point opposite Station 63+40 of Track No. 4; thence, North 46° East 50 feet, more or less,parallel to the southeastern end of the Outdoor Substation to a point on the southwestern line of a concrete drive; thence, southeastwardly 140 feet, more or less, along said southwestern line of the concrete drive to a point on a concrete abutment; thence, southeastwardly 435 feet, more or less, along said abutment to its end at a point on the southern property line of said railroad, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1101-89.

Document No. PC-CRC-ATK-RP-40

Situate in the City and County of Philadelphia, Commonwealth of Pennsylvania and being the Penn Central Transportation Company's parcel of land known as the Hajoca Building.

Such parcel of land is described as follows:

All that parcel of land, being designated Parcel No. 1101-90 on Railroad Valuation Map No. VI.0/ST2A as revised to December 31, 1967, and being all the land of the Penn Central Transportation Company as shown on the map which lies westerly of 30th Street, southerly of Chestnut Street, easterly of 31st Street and northerly of Walnut Street.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1101-90.0.

Document No.

PC-CRC-ATK-RP-40

All that parcel of land situate in the City and County of Philadelphia, and Commonwealth of Pennsylvania, being designated Parcel A on Railroad Valuation Map Nos. 500-8001-0-ST2A-2, as revised to December 31, 1967, and 500-8001-0-2B-2, as revised to December 31, 1967 and being all of the land of the Penn Central Transportation Company, as shown on the Map which is bounded and described as follows: (PA-L10G-446):

Beginning at an internal point distant 18 feet measured northwestwardly and radially from the centerline of the near track of the eastern leg of the Delaware Extension, as it was located on January 9, 1976 and distant 18 feet measured southeastwardly and radially from the centerline of the southermost elevated branch track of the Penn Central Transportation Company;

Thence, extending from said point of beginning the following four courses and distances (1) southwestwardly, parallel with and concentric to the last-mentioned centerline of track 930 feet, more or less, to a point in the southerly prolongation of the easterly face of Arsenal Tower, as it was located January 9, 1976; then (2) southwardly, along said prolongation 60 feet, more or less, to a point distant 20 feet northwardly and radially from the centerline of the southermost track of said Penn Central Transportation Company, as it was located on January 9, 1976; thence (3) eastwardly and southeastwardly parallel with and concentric to the last-mentioned centerline of track 920 feet, more or less, to a point distant 18 feet southwestwardly and radially from the centerline of the near track of the eastern leg of said Delaware Extension; thence (4) northwestwardly northwardly, and northeastwardly parallel with and concentric to last-mentioned centerline of track 720 feet, more or less, to the point of beginning.

The abpve described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1101-2.

All those parcels of land situate in the City of Philadelphia, County of Philadelphia, and State of Pennsylvania, being designated Parcels Nos. PA.L10g 11-6 and PA.L10g 12-8 on Railroad Valuation Map No. 500-8001-0-ST2A-2 as revised to December 31, 1967, and being all of the land of the Penn Central Transportation Company, as shown on the Map, which is bounded and described as follows:

Beginning at a point in the southerly line of Walnut Street (80 feet wide), which point is distant 29.20 feet on an azimuth of south 78 degrees 59 minutes east from the intersection of said southerly line of Walnut Street with the easterly line of 30th Street (60 feet wide), and which said point is also located on the prolongation, on an azimuth of North 11 degrees 01 minutes 00 seconds East, of the westerly face of a covered platform of said Penn Central Transportation Company:

Thence, extending the following twenty-seven courses and distances:

(1) Along said southerly line of Walnut Street on a course of South 78 degrees 59 minutes 00 seconds East a distance of 137.60 feet to an iron pin; thence

(2) Along a course of South 15 degrees 43 minutes 00 seconds West a distance of 65.39 feet to an iron pin; thence

(3) Along a course deflecting to the right from the last mentioned course an arc length of 139.51 feet along a right-hand curve of radius 729.63 feet for a total deflection of 10 degrees 57 minutes 20 seconds to an iron pin; thence

(4) Along a course of South 26 degrees 40 minutes 20 seconds West a distance of 125.38 feet to an iron pin; thence

(5) Along a course deflecting to the right from the last mentioned course an arc length of 177.16 feet along a right-hand curve of radius 826.92 feet for a total deflection of 12 degrees 16 minutes 30 seconds to an iron pin; thence

(6) Along a course of South 38 degrees 56 minutes 50 seconds West a distance of 27.79 feet to an iron pin; thence

(7) Along a course deflecting to the right from the last mentioned course an arc length of 89.67 feet along a right-hand curve of radius 742.81 feet for a total deflection of 06 degrees

55 minutes 00 seconds to an iron pin; thence

(8) Along a course of South 45 degrees 51 minutes 50 seconds West a distance of 228.83 feet to a point; thence

(9) Along a course deflecting to the right from the last-mentioned course an arc length of 209.70 feet along a right-hand curve of radius 652.88 feet for a total deflection of 18 degrees 24 minutes 10 seconds to a point on a rail; thence

(10) Along a course of South 64 degrees 16 minutes 00 seconds West a distance of 1,395.33 feet to an iron pin at a corner, which corner is distant 15 feet southeastwardly at right angles from the centerline of said Penn Central Transportation Company's Westinghouse Industrial Track as it was located on December 9, 1975; thence

(11) Along a course of North 46 degrees 41 minutes 40 seconds East a distance of 276.53 feet to an iron pin; thence

(12) Along a course of North 46 degrees 04 minutes 00 seconds East a distance of 183.17 feet to an iron pin; thence

(13) Along a course of 35 degrees 30 minutes 00 seconds East a distance of 263.30 feet to an iron pin; thence

(14) Along a course of North 29 degrees 57 minutes 00 seconds East a distance of 280.34 feet to an iron pin; thence

(15) Along a course of North 40 degrees 34 minutes 00 seconds East a distance of 159.37 feet to an iron pin; thence

(16) Along a course of 40 degrees 27 minutes 00 seconds East a distance of 143.31 feet to an iron pin; thence

(17) Deflecting to the right from the last-mentioned course an arc length of 223.01 feet along a right-hand curve of radius 294.30 feet to a point for a total deflection of 43 degrees 25 minutes 00 seconds; thence

(18) Deflecting to the right from the last-mentioned course an arc length of 150.69 feet along a right-hand curve of radius 569.26 feet to a point for a total deflection of 15 degrees 10 minutes 00 seconds; thence

(19) Along a course of South 80 degrees 58 minutes 00 seconds East a distance of 191.39 feet to a P.K. nail; thence

(20) Deflecting to the left from the last-mentioned course an arc length of 50.46 feet along a curve of radius 183.18 feet to a spike for a total deflection of 15 degrees 47 minutes 00 seconds; thence

(21) Along a course of South 40 degrees 31 minutes 00 seconds West a distance of 172.30 feet to a spike, which said spike is at the northernmost corner of an easement, which said easement is bounded and described by the following four courses and distances:

(1) South 49 degrees 29 minutes 00 seconds East 60.00 feet to a P.K. nail; thence

(2) South 40 degrees 21 minutes 30 seconds West 420.81 feet to a spike; thence

(3) North 25 degrees 44 minutes 00 seconds West 67.93 feet to an iron pin; thence

(4) North 40 degrees 39 minutes 50 seconds East 393.45 feet to a spike, the point of beginning of the said easement; thence

(22) Along a course of South 49 degrees 29 minutes 00 seconds East a distance of 60.00 feet to a P.K. nail, which course and distance is also the first course and distance of the previously described easement; thence

(23) Along a course of North 40 degrees 31 minutes 00 seconds East a distance of 288.27 feet to a point on the southeasterly line of 30th Street; thence

(24) Deflecting to the right an arc length of 80.09 feet along a left-hand curve of radius 302.29 feet for a total deflection of 15 degrees 10 minutes 50 seconds to a drill hole at a point of tangency; thence

(25) Along a course of North 40 degrees 21 minutes 30 seconds East a distance of 170.96 feet to a drill hole at a point of curvature; thence

(26) Deflecting to the left an arc length of 84.36 feet along a left-hand curve of radius 304.21 feet to a drill hole for a total deflection of 15 degrees 53 minutes 20 seconds; thence

(27) Along a course of North 10 degrees 44 minutes 00 seconds East a distance of 78.80 feet to the point and place of beginning.

The above described parcel is identified on the records of the United States Railway Association as Line Code 1101-90.

All that parcel of land situate in the City of Philadelphia, the County of Philadelphia, and the Commonwealth of Pennsylvania, being designated Parcel No. PA.L10g 13-1 on Railroad Valuation Map No. 500-8001-0-ST2A-2 as revised to December 31, 1967, and being all of the land of the Penn Central Transportation Company, as shown on the Map, which is bounded and described as follows:

Beginning at a point on the prolongation southwardly of the westerly line of 30th Street, distant 45 feet measured southwardly along the said prolongation from the southerly line of Walnut Street;

Thence, extending the following six courses and distances by the lines of land of other owners: (1) southwardly along the said prolongation 85 feet, more or less, to a point at a corner; thence (2) deflecting to the right 20 feet, more or less, to a point at a corner; thence (3) westwardly 440 feet, more or less, to a point at a corner; thence (4) northwardly 50 feet, more or less, to a point at a corner; thence (5) northeastwardly 60 feet, more or less, to a point at a corner; thence (6) eastwardly 420 feet, more or less, to a point at a corner, the point of ending.

The above described parcel is identified in the records of the United States Railway Association as Line Code 1101-90.

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being part of the Penn Central Transportation Company's line of railroad which is known as the Suburban Line and is described in Exhibit A of this Deed, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to that part of the line of railroad which lies beyond and initially easterly of the following described lateral cut line:

Being a line drawn between the northern and southern property lines of said Branch, along the line of the western face of the westernmost abutment of the bridge crossing the Schuylkill River, as shown on Railroad Valuation Map No. V1.0-1A, as revised to December 31, 1967.

The part of the line of railroad described herein begins at the lateral cut line near 30th Street Station in Philadelphia and extends to the end of the line at Suburban Station.

The lateral cut line is identified as Line Code 1102-0.9 in the records of the United States Railway Association.

All that parcel of land situate in the City of Philadelphia, County of Philadelphia and Commonwealth of Pennsylvania, being designated as Parcel Number 1102-3 on Railroad Valuation Map Number V1.0/ST-4, as revised to December 31, 1968, and being all of the land of the Penn Central Transportation Company, known as the Merion Avenue Warehouse Facility, as shown on the maps which lies westerly, southerly and easterly of the following described line:

Beginning at a point at a corner of land of other owners distant 140 feet, more or less, northeastwardly at right angles from the northeasterly line of Merion Avenue (50 feet wide) at a point therein distant 203 feet 0 3/4 inches measured northwestwardly along said line of Merion Avenue from the westerly line of 49th Street (50 feet wide);

Extending thence in a northeasterly direction along the prolongation of the 140 foot, more or less, line hereinbefore described, 18 feet, more or less, to a point distant 25 feet measured southwestwardly at right angles from the centerline of the eastbound main passenger track of said railroad; thence northwestwardly, parallel with said centerline of main track, 1210 feet, more or less, to a point 5 feet measured northwestwardly from the northeastward prolongation of the northwestern wall of a building labeled as "1-B" on said map; and thence southwestwardly parallel to said wall 33 feet, more or less, to a point on Merion Avenue, the point of ending.

The above described parcel is identified in the records of the United States Railway Association as Line Code 1102-3.

Document No.

PC-CRC-ATK-RP-40

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being part of the Penn Central Transportation Company's line of railroad which is known as the 44th Street Yard, the Jersey Tracks, and the Schuylkill 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 northerly and northwesterly of the following described lateral cut lines and excluding the unowned portions of 52nd Street:

Beginning at the intersection of the northern and northwestern lines of Pennsgrove Street, being distant 480 feet easterly of the intersection of said northern line of Pennsgrove Street and the eastern line of 39th Street;

Thence, southeastwardly 105 feet, more or less, across Branch tracks to a point 30 feet southeasterly at right angles to the centerline of the northwesternmost Branch track, as it was located on December 1, 1975;

Thence, southwestwardly 1,175 feet, more or less, parallel to said centerline to a point;

Thence, southwestwardly 235 feet, more or less, to a point on the western line of 40th Street;

Thence, southwardly 45 feet, more or less, along said western line of 40th Street to a point 55 feet distant northeastwardly and radially from the centerline of the Westbound Passenger track;

Thence, northwestwardly 1,268 feet, more or less, parallel to said centerline to the Match Mark at Station 158+40;

Thence, northwestwardly 731 feet, more or less, continuing parallel to said centerline and its prolongation to a point opposite the signal bridge;

Thence, westwardly 413 feet, more or less, to a point 8 feet distant northwardly, at right angles, from the centerline of the No. 3 Main Track of said Railroad as it was located on December 1, 1975 said point being located on the eastern face of Belmont Avenue bridge;

Thence, northwestwardly 4120 feet, more or less, parallel to said No. 3 Main centerline to the Match Mark at Station 211+20;

Thence, northwestwardly 600 feet, more or less, parallel to said centerline across U.G.Br. No. 4.06 to a point 44 feet distant northeastwardly from the centerline of the No. 2 Main Track opposite Station 217+20;

Thence, northwestwardly 750 feet, more or less, parallel to the centerline of said No. 2 Main to a point on the western edge of the northern face of the inbound duckunder of said Branch;

Thence, northwestwardly 115 feet, more or less, to an angle point of the northwestern and northeastern property lines being an existing property corner, the point of ending, as shown on Railroad Valuation Map No. VI.0/S.T.3, V-1.0/S.T.4 and V-1.0/S.T.5 as revised to December 31, 1966, December 31, 1966, and December 31, 1967 respectively.

The 44th Street Yard is described as Parcels 1101-88 and 1102-2.4.

The Jersey Tracks are identified as Line Code 1136.

The part of the Schuylkill Branch described herein begins at the lateral cut line near 52nd Street and extends to the County line near the East Bank of teh Schuylkill River north of Port Royal Avenue, which lateral cut is identified as Line Code 1129-4.0 in the records of the United States Railway Association.

Document No.

PC-CRC-ATK-RP-40

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being part of the Penn Central Transportation Company's line of railroad which is known as the Belmont 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 northerly of the following described lateral cut line:

Beginning at a point on the southern boundary of Poplar Street opposite Station 86+85, being an angle point of the northern and eastern property lines of said Railroad;

Thence, eastwardly 55 feet, more or less, along the prolongation of said southern line of Poplar Street to a point opposite Station 87+20, on the eastern property line of said Railroad, the point of ending, as shown on Railroad Valuation Map No. V1.0/S-T.3 and V-1.0/7 both revised to December 31, 1966.

The part of the line of railroad described herein begins at the lateral cut line near Poplar Street in Philadelphia and extends to the end of the line near Montgomery Avenue in Philadelphia at connection to the Reading Company Main Line.

The lateral cut line is identified as Line Code 1137-0.0 in the records of the United States Railway Association.

SUBJECT TO the easement and right to use, operate, maintain, repair, renew, and replace the existing track or tracks on that part of said Belmont Branch which extends from the above described lateral cut line initially southwardly to the home signal for said Belmont Branch at "Z00" Interlocking in the vicinity of Mantua and 37th Street.

Document No.

PC-CRC-ATK-RP-40

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being part of the Penn Central Transportation Company's line of railroad which is known as the Delaware Extension 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 southeasterly of the following described lateral cut line:

Being a line drawn at right angles to the tracks at the southeastern face of the home signal to Arsenal as shown on Railroad Valuation Map No. V-1.0/2B, as revised to December 31, 1967.

The part of the line of railroad described herein begins at the lateral cut line near University Avenue, in Philadelphia, and extends to the end of the line near Dock Street, in Philadelphia.

The lateral cut line is identified as Line Code 1143-1.5 in the records of the United States Railway Association.

NOTICE

The Grantee acknowledges that the Grantee may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the real property conveyed by this Deed may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This notice is inserted herein to comply with Section 14 of the Pennsylvania Bituminous Mine Subsidence and Land Conservation Act of 1966, 52 Pa. Stat. Ann. Sec. 1406.14.

The Grantee further acknowledges that for the purposes of 52 Pa. Stat. Ann. Sec. 1551, this Deed is a quitclaim deed.

CONSOLIDATED RAIL CORPORATION

By: _____

Vice President

I-830373 D-0419-457

Grip Exhibit #8 Docket 5-18-93

PA-7/PC-CRC-ATK-RP-40

DEED

THIS DEED IS MADE BY AND BETWEEN CONSOLIDATED RAIL CORPORATION ("Grantor"), a Pennsylvania corporation whose address is Six Penn Center, Philadelphia, Pennsylvania 19104

AND

NATIONAL RAILROAD PASSENGER CORPORATION ("Grantee"), a District of Columbia corporation, whose address is 400 North Capitol Street, N.W. Washington, D.C. 20001

Whereas, pursuant to the Regional Rail Reorganization Act of 1973 (Public Law 93-236, 87 Stat. 985) as amended ("Act") and the Final System Plan, the United States Railway Association ("USRA"), pursuant to Section 209(c) of the Act, has certified to the Special United States District Court established pursuant to Section 209(b) of the Act ("Special Court") and pursuant to a certain Agreement of Purchase dated March 31, 1976 between Grantor and Grantee, the Grantor, for consideration paid, hereby grants and conveys to the Grantee:

A. All of the Grantor's right, title and interest, legal and equitable, in and to the real property located in the

County of Philadelphia in the Commonwealth of Pennsylvania

as described in Exhibit A attached to this Deed as a part hereof, together with all of the appurtenances, hereditaments, franchises, ways, waters, minerals, rights, privileges, improvements, fixtures, licenses, leaseholds, reversions, easements, rights under operating, trackage and joint facility agreements, rents, issues, profits and other interests and items belonging to or in any way appertaining to such real property, including (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 as 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 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 Grantee a supplementary deed of easement which conveys to the Grantee with respect to the relocated Easement Item the easements and rights described in this Paragraph B.

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

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

RESERVING AND EXCEPTING, HOWEVER, TO THE GRANTOR:

C. All the respective right, title and interest of the Grantor, legal and equitable, in and to the real property

described in Exhibit B attached to this Deed as a part hereof, if any, but subject, however, to the easements and rights conveyed pursuant to Paragraph B above.

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

2. The easements and rights for the specific uses, if any, (each an "Easement Item") particularly described in Exhibit B to this Deed, if any, and burdening certain real property conveyed by this Deed.

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

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

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

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

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

E. 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 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 Paragraphs D and E, (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 (without limitation) the easements, rights and benefits reserved by Grantor's predecessor in title, (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; and (iv) the obligation of the Grantee to use, operate, maintain and repair the real property conveyed by this Deed so as to permit the Grantor freely to exercise the Freight Service Easement and the Commuter Passenger Service Easement described in Exhibit C.

The Grantor hereby covenants that the Grantor will perform, execute, acknowledge and deliver any and all such further acts, deeds, assignments and other instruments as may be reasonably requested by the Grantee to convey, confirm, clarify, identify or more precisely describe the real property and the easements and rights conveyed by this Deed or intended so to be in order to carry out the intent of this Deed in light of the designations contained in the Final System Plan which has been certified to the Special Court by the United States Railway Association pursuant to the Act and in light of the Agreement of Purchase between the Grantor and Grantee bearing the same date hereof, 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 in light of the Agreement of Purchase between the Grantor and Grantee bearing the same date hereof, 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, and (b) assumes and agrees to perform and observe all obligations and conditions on the part of the Grantor or the Grantor's predecessor in title to be performed or observed that arise or accrue after the date of delivery of this Deed under all licenses, easements, leases (other than those which may have been created to secure payment of a financial obligation) and operating, trackage right and joint facility agreements (subject, however, to the terms thereof) which are conveyed by this Deed and under those to which this conveyance is made subject, provided that the Grantee assumes no obligation or liability that arises after the date of delivery of this Deed out of any event, act or failure to act that occurred prior thereto and, where an obligation or liability is related to a period which is both before and after such date, the Grantee assumes only that portion of the obligation or liability which is reasonably allocable to the part of the period after such date. Concurrently with the delivery of this Deed, the Grantee is delivering to the Grantor a separate instrument executed by the Grantee acknowledging receipt and acceptance of this Deed and affirming the provisions of this paragraph.

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

The words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this Deed so requires and, whether singular or plural, such words shall be deemed

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

Pursuant to and in accordance with (a) Orders of the Special Court established under the Regional Rail Reorganization 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 tunc, effective as of April 1, 1976, as if for all purposes said deeds (and other conveyance documents) had been so altered and corrected prior to their initial execution, and delivery on April 1, 1976.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed as of the 1st day of April, 1976, in its corporate name by Lawrence A. Huff, its Assistant Vice President, attested to by V. P. DiGiannantonio, 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
Assistant Vice President
Real Estate

Attest: _____
Assistant Secretary

[CORPORATE SEAL]

ACKNOWLEDGEMENT:

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA, SS:

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 Philadelphia, personally appeared Lawrence A. Huff, to me personally known, who being by me duly sworn, says that he is Assistant Vice President, Real Estate of Consolidated Rail Corporation,

that the seal affixed to the foregoing Deed was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing Deed was the free act and deed of said corporation.

Francis J. Trout
Notary Public, Phila., Phila. Co.
My Commission Expires Sept. 4, 1982

DOCUMENT NO. D 0419-466

PA-7/PC-CRC-ATK-RP-40

EXHIBIT A

TO THE DEED BY AND BETWEEN

CONSOLIDATED RAIL CORPORATION

AND

NATIONAL RAILROAD PASSENGER CORPORATION

DESCRIPTION OF REAL PROPERTY

LOCATED IN

County of Philadelphia

Commonwealth of Pennsylvania

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.

For the Grantor's title to the property conveyed by this Deed reference is made to Deed dated March 30, 1976, to the Grantor from Trustees of the Property of Penn Central Transportation Company and from transferors designated Providence Produce Warehouse Co., Manor Real Estate Co., Dispatch Shops Inc., Green Real Estate Co., New York Central Development Corp., and Penndiana Improvement Corp., recorded, prior to the recording of this Deed, with the recording office of the above specified jurisdiction.

This Exhibit A consists of pages A-1 *, A-2*, A-2A*, A-4, A-5*, A-8A*, A-9A* and A-10.

*

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being all the Penn Central Transportation Company's real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to that portion of the Main Line New York-Washington in the County between the west bank of the Schuylkill River and University Avenue. Such line originates near the Schuylkill River at a connection with that portion of said Main Line New York-Washington owned by the Connecting Railway Company, passes through "Zoo" Interlocking and Thirtieth Street Station and terminates near University Avenue connecting to that portion of said Main Line New York-Washington owned by the Philadelphia, Baltimore and Washington Railroad Company, and also being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or concecting to other lines which connect to or are a part of "Zoo" Interlocking.

The lines of railroad described herein are identified in the records of the United States Railway Association as follows:

Line Code 1101 Main Line New York-Washington
Line Code 1102 Main Line Philadelphia-Pittsburgh
Line Code 1133 36th Street Connection
Line Code 1134 New York Connection
Line Code 1135 New York and Pittsburgh Subway
Line Code 1136 Jersey Tracks
Line Code 1137 Belmont Branch
Line Code 1139 Zoo Run Down Track
Line Code 1140 West Philadelphia Elevated
Line Code 1142 Grays Ferry Branch

SUBJECT HOWEVER to the easements and rights to own, use, operate, maintain, renew, repair, replace and remove the track, ties, switches and other track materials, the columns, column foundations, supporting structures, and the like, footings, steelwork, girders, beams, piers, signal, switching and lighting equipment, electrical transmission facilities, conduits and drainage facilities pertaining to and necessary for the operation of the line of railroad known as the West Philadelphia Elevated Branch, identified in the records of the United States Railway Association as Line Code 1140 and conveyed by the herein grantor to Consolidated Rail Corporation by separate document identified as Document Number PC-CRC-RP-210;

TOGETHER WITH the right of reasonable access for the exercise of the foregoing easements and rights;

RECOGNIZING THAT the use, operation, maintenance, removal and safety of the aforementioned lines of railroad of the National Railroad Passenger Corporation, and also of the Consolidated Rail Corporation are

of the first and utmost importance, the parties hereto shall not do anything at any time or from time to time which shall jeapordize or interfere with the safe and continuous use, operation, maintenance and removal of the lines of railroad as they may now or hereafter exist or for such other purposes to which the lands and fixtures may hereafter be devoted.

Said West Philadelphia Elevated Branch originates in the County at a connectiong with other lines of railroad diverging at "Zoo" Interlocking at a point distant approximately 300 feet measured westwardly from the westerly line of 34th Street, passing over Market Street and Walnut Street in the vicinity of 31st Street and terminates in the County at a point distant approximately 850 feet measured southwestwardly from the southwesterly line of South Street in the vicinity of "Arsenal" Interlocking at a connecting with other rail lines diverging from "Arsenal".

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the Suburban Line and Main Line Philadelphia-Pittsburgh 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 Suburban Station, 16th Street and Kennedy Boulevard in Philadelphia, passes through Zoo Interlocking and leaves the County at City Line Avenue in Overbrook.

The line of railroad described herein is identified as Line Code 1102 in the records of the United States Railway Association.

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the Schuylkill Branch, and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County near Lansdowne Avenue in Philadelphia, connecting to another line of railroad known as Main line Philadelphia-Pittsburgh and exits from the County at City Line Avenue, re-enters the county at a crossing the Schuylkill River near Manayunk and leaves the County near the east bank of the Schuylkill River north of Port Royal Avenue.

The line of railroad described herein is identified as Line Code 1129 in the records of the United States Railway Association.

Document No.

PC-CRC-ATK-RP-40

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the Belmont Branch and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County near Montgomery Avenue in Philadelphia, connecting to another line of railroad known as the Reading Company Main Line, and terminates in the County near Girard Avenue in Philadelphia at a connection with Penn Central's "Zoo" Interlocking.

The line of railroad described herein is identified as Line Code 1137 in the records of the United States Railway Association.

Document No.

PC-CRC-ATK-RP-40

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the Grays Ferry Branch, and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County near 34th Street in Philadelphia, connecting to another line of railroad known as the Penn Central's "Zoo" Interlocking, and terminates in the County near University Avenue in Philadelphia at a connection with the Penn Central West Chester Branch.

The line of railroad described herein is identified as Line Code 1142 in the records of the United States Railway Association.

Document No.

PC-CRC-ATK-RP-40

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being the Penn Central Transportation Company's line of railroad known as the Delaware Extension, and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line originates in the County near University Avenue in Philadelphia, connecting to another line of railroad known as the Penn Central Philadelphia-Washington Main Line, passes through South Philadelphia along Delaware Avenue and terminates in the County near Dock Street in Philadelphia.

The line of railroad described herein is identified as Line Code 1143 in the records of the United States Railway Association.

Document No. PA-7/PC-CRC-ATK-RP-40

EXHIBIT B

TO THE DEED BY AND BETWEEN

CONSOLIDATED RAIL CORPORATION

AND

NATIONAL RAILROAD PASSENGER CORPORATION

DESCRIPTION OF REAL PROPERTY

LOCATED IN

County of Philadelphia, Pennsylvania

RESERVED AND EXCEPTED BY THE GRANTOR

Each map referred to in this Exhibit B bears a certain Document Number. A copy of each map is on file in the office of the United States Railway Assocation 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., in connection with the conveyance by Grantor's predecessor in title to Grantor.

This Exhibit B consists of pages B-1 ,B-2, B-4*, B-16*, B-16A*, B-23*, B-24*, B-25* and B-26.

All that parcel of land situate in the Township of Philadelphia, County of Philadelphia, and Commonwealth of Pennsylvania, being designated as Parcel 1101-89 on Railroad Valuation Map No. V1.0/S.T.2, as revised to December 31, 1962; and being all of the land of the Penn Central Transportation Company as shown on the Map which lies southerly and westerly of the following described line:

Beginning at a point on the southern boundary of Spring Garden Street and the western property line of said Railroad, distant 20 feet westwardly from the western abutment of O. G. Bridge No. 1.68; thence, eastwardly 245 feet, more or less, along said southern boundary of Spring Garden Street, to a point 60 feet distant, eastwardly, at right angles, from the centerline of Track No. 4, as it was located on December 1, 1975, which point is also 15 feet distant southwestwardly, at right angles from the centerline of the track immediately east of Track No. 4; thence, southwardly 1,545 feet, more or less, parallel to the centerline of the track immediately east of Track No. 4, which line runs along a Stone Wall, to a point opposite Station 71+75 of Track No. 4; thence, northeastwardly 30 feet, more or less, at right angles to the centerline of Track No. 4 to a point15 feet distant northeastwardly, at right angles to and across the track to the east of Track No. 4; thence, southeastwardly 837 feet, more or less, parallel to said centerline and its merge into the centerline of Track No. 4, to a point opposite Station 63+40 of Track No. 4; thence, North 46° East 50 feet, more or less,parallel to the southeastern end of the Outdoor Substation to a point on the southwestern line of a concrete drive; thence, southeastwardly 140 feet, more or less, along said southwestern line of the concrete drive to a point on a concrete abutment; thence, southeastwardly 435 feet, more or less, along said abutment to its end at a point on the southern property line of said railroad, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1101-89.

Document No. PC-CRC-ATK-RP-40

Situate in the City and County of Philadelphia, Commonwealth of Pennsylvania and being the Penn Central Transportation Company's parcel of land known as the Hajoca Building.

Such parcel of land is described as follows:

All that parcel of land, being designated Parcel No. 1101-90 on Railroad Valuation Map No. V1.0/ST2A as revised to December 31, 1967, and being all the land of the Penn Central Transportation Company as shown on the map which lies westerly of 30th Street, southerly of Chestnut Street, easterly of 31st Street and northerly of Walnut Street.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 1101-90.0.

D 0119-477

Document No.

PC-CRC-ATK-RP-40

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being part of the Penn Central Transportation Company's line of railroad which is known as the Suburban Line and is described in Exhibit A of this Deed, and being all of the real property in the County lying in, under, above, along, contiguous to and adjacent to that part of the line of railroad which lies beyond and initially easterly of the following described lateral cut line:

Being a line drawn between the northern and southern property lines of said Branch, along the line of the western face of the westernmost abutment of the bridge crossing the Schuylkill River, as shown on Railroad Valuation Map No. V1.0-1A, as revised to December 31, 1967.

The part of the line of railroad described herein begins at the lateral cut line near 30th Street Station in Philadelphia and extends to the end of the line at Suburban Station.

The lateral cut line is identified as Line Code 1102-0.9 in the records of the United States Railway Association.

Document Number

PC-CRC-ATK-RP-40

All that parcel of land situate in the City of Philadelphia, County of Philadelphia and Commonwealth of Pennsylvania, being designated as Parcel Number 1102-3 on Railroad Valuation Map Number V1.0/ST-4, as revised to December 31, 1968, and being all of the land of the Penn Central Transportation Company, known as the Merion Avenue Warehouse Facility, as shown on the maps which lies westerly, southerly and easterly of the following described line:

Beginning at a point at a corner of land of other owners distant 140 feet, more or less, northeastwardly at right angles from the northeasterly line of Merion Avenue (50 feet wide) at a point therein distant 203 feet 0 3/4 inches measured northwestwardly along said line of Merion Avenue from the westerly line of 49th Street (50 feet wide);

Extending thence in a northeasterly direction along the prolongation of the 140 foot, more or less, line hereinbefore described, 18 feet, more or less, to a point distant 25 feet measured southwestwardly at right angles from the centerline of the eastbound main passenger track of said railroad; thence northwestwardly, parallel with said centerline of main track, 1210 feet, more or less, to a point 5 feet measured northwestwardly from the northeastward prolongation of the northwestern wall of a building labeled as "1-B" on said map; and thence southwestwardly parallel to said wall 33 feet, more or less, to a point on Merion Avenue, the point of ending.

The above described parcal is identified in the records of the United States Railway Association as Line Code 1102-3.

Document No.

PC-CRC-ATK-RP-40

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being part of the Penn Central Transportation Company's line of railroad which is known as the Schuylkill 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 northerly and northwesterly of the following described lateral cut lines and excluding the unowned portions of 52nd Street:

Beginning at the intersection of the northern and northwestern lines of Pennsgrove Street, being distant 480 feet easterly of the intersection of said northern line of Pennsgrove Street and the eastern line of 39th Street;

Thence, southeastwardly 105 feet, more or less, across Branch tracks to a point 30 feet southeasterly at right angles to the centerline of the northwesternmost Branch track, as it was located on December 1, 1975;

Thence, southwestwardly 1,175 feet, more or less, parallel to said centerline to a point;

Thence, southwestwardly 235 feet, more or less, to a point on the western line of 40th Street;

Thence, southwardly 45 feet, more or less, along said western line of 40th Street to a point 55 feet distant northeastwardly and radially from the centerline of the Westbound Passenger track;

Thence, northwestwardly 1,268 feet, more or less, parallel to said centerline to the Match Mark at Station 158+40;

Thence, northwestwardly 731 feet, more or less, continuing parallel to said centerline and its prolongation to a point opposite the signal bridge;

Thence, westwardly 413 feet, more or less, to a point 8 feet distant northwardly, at right angles, from the centerline of the No. 3 Main Track of said Railroad as it was located on December 1, 1975 said point being located on the eastern face of Belmont Avenue bridge;

Thence, northwestwardly 4120 feet, more or less, parallel to said No. 3 Main centerline to the Match Mark at Station 211+20;

Thence, northwestwardly 600 feet, more or less, parallel to said centerline across U.G.Br. No. 4.06 to a point 44 feet distant northeastwardly from the centerline of the No. 2 Main Track opposite Station 217+20;

Thence, northwestwardly 750 feet, more or less, parallel to the centerline of said No. 2 Main to a point on the western edge of the northern face of the inbound duckunder of said Branch;

Thence, northwestwardly 115 feet, more or less, to an angle point of the northwestern and northeastern property lines being an existing property corner, the point of ending, as shown on Railroad Valuation Map No. VI.0/S.T.3, V-1.0/S.T.4 and V-1.0/S.T.5 as revised to December 31, 1966, December 31, 1966, and December 31, 1967 respectively.

The 44th Street Yard is described as Parcels 1101-88 and 1102-2.4.

The Jersey Tracks are identified as Line Code 1136.

The part of the Schuylkill Branch described herein begins at the lateral cut near 52nd Street and extends to the County line near the East Bank of the Schuylkill River north of Port Royal Avenue, which lateral cut is identified as Line Code 1129-4.0 in the records of the United States Railway Association.

Document No.

PC-CRC-ATK-RP-40

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being part of the Penn Central Transportation Company's line of railroad which is known as the Belmont 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 northerly of the following described lateral cut line:

Beginning at a point on the southern boundary of Poplar Street opposite Station 86+85, being an angle point of the northern and eastern property lines of said Railroad;

Thence, eastwardly 55 feet, more or less, along the prolongation of said southern line of Poplar Street to a point opposite Station 87+20, on the eastern property line of said Railroad, the point of ending, as shown on Railroad Valuation Map No. V1.0/S. T.3 and V-1.0/7 both revised to December 31, 1966.

The part of the line of railroad described herein begins at the lateral cut line near Poplar Street in Philadelphia and extends to the end of the line near Montgomery Avenue in Philadelphia at connection to the Reading Company Main Line.

The lateral cut line is identified as Line Code 1137-0.0 in the records of the United States Railway Association.

SUBJECT TO the easement and right to use, operate, maintain, repair, renew, and replace the existing track or tracks on that part of said Belmont Branch which extends from the above described lateral cut line initially southwardly to the home signal for said Belmont Branch at "Z00" Interlocking in the vicinity of Mantua and 37th Street.

Document No.

PC-CRC-ATK-RP-40

Situate in the County of Philadelphia, Commonwealth of Pennsylvania, and being part of the Penn Central Transportation Company's line of railroad which is known as the Delaware Extension 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 southeasterly of the following described lateral cut line:

Being a line drawn at right angles to the tracks at the southeastern face of the home signal to Arsenal as shown on Railroad Valuation Map No. V-1.0/2B, as revised to December 31, 1967.

The part of the line of railroad described herein begins at the lateral cut line near University Avenue, in Philadelphia, and extends to the end of the line near Dock Street, in Philadelphia.

The lateral cut line is identified as Line Code 1143-1.5 in the records of the United States Railway Association.

EXHIBIT C

TO THE DEED BY AND BETWEEN

CONSOLIDATED RAIL CORPORATION

AND

NATIONAL RAILROAD PASSENGER 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 required by (i) the Act, or (ii) the Interstate Commerce Act or any future law of like import, including, without limitation, to the extent so contemplated and so required, the exclusive easement and right:

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

(b) subject to availability of space in light of the needs of Grantee except in those facilities occupied by Grantor as of the date of this Deed as to which Grantor has no viable 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;

(c) to use in conjunction with Grantee the presently existing railroad system telephone cable communication equipment and facilities now upon the real property (and replacements thereof) and, subject to the availability of space, 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 connection with the provision of freight service;

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

Grantor, continguous 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 Review Panel established under Section 702 of the Railroad Revitalization and Regulatory Reform Act of 1976 may impose; in return for which exclusive easement and right, the Grantor shall pay the fair and equitable share

of the cost to the Grantee of operating rail service upon the real property occasioned by exercise of the Freight Service Easement, 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(a) of the Rail Passenger 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 Easement in whole or in part, other than to a subsidiary, affiliate or successor entity, the Grantee shall have a first option to acquire such easement, or portion thereof, at the purchase price of one dollar ($1.00);

2. The easement and right ("Commuter Passenger Service Easement") contemplated for retention by the Grantor under the Final System Plan certified 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 so contemplated and so required, the easement and right:

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

(b) to provide commuter passenger service to the extent required by the Act and any agreements which Grantor, its parent, subsidiaries or affiliates is 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 Grantee'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;

(d) 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

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

the exercise of such easement and right shall be subject to such terms, provisions, qualifications and limitations as the Grantor and the Grantee may agree and as the Operations Review Panel established under Section 702 of the Railroad

Revitalization and Regulatory Reform Act of 1976 may impose; in return for which right and easement, the Grantee 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 Easement, 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 abandon or assign the Commuter Passenger Service Easement, in whole or in part, other than to a subsidiary, affiliate or successor entity, the Grantee shall have a first option to acquire such easement, or portion thereof, at the purchase price of one dollar ($1.00).

ADDENDUM TO THE DEED

BY AND BETWEEN

CONSOLIDATED RAIL CORPORATION

AND

NATIONAL RAILROAD PASSENGER CORPORATION

Any other provision of this Deed to the contrary notwithstanding, this Deed does NOT convey any right, title or interest in, and this conveyance is NOT made subject to, the operating, trackage right and joint facility agreement or agreements identified in Exhibit D attached to this Deed.

EXHIBIT D

TO THE DEED BY AND BETWEEN

CONSOLIDATED RAIL CORPORATION

AND

NATIONAL RAILROAD PASSENGER CORPORATION

DESCRIPTION OF OPERATING, TRACKAGE RIGHT, AND JOINT FACILITY AGREEMENTS 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 maintenance of the real property conveyed hereunder or which are not necessary to the providing of intercity rail passenger service by Grantee.

D 0419-491

NOTICE

The Grantee acknowledges that the Grantee may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the real property conveyed by this Deed may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This notice is inserted herein to comply with Section 14 of the Pennsylvania Bituminous Mine Subsidence and Land Conservation Act of 1966, 52 Pa. Stat. Ann. Sec. 1406.14.

The Grantee further acknowledges that for the purposes of 52 Pa. Stat. Ann. Sec. 1551, this Deed is a quitclaim deed.

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____

Vice President

REAL ESTATE TRANSFER TAX ORDINANCE

D 0419-492

thur R. Spector, Esquire (Name) certifies that he is connected with ansaction entered into between Consolidated Rail Corporation (Grantor)
Penn Center, Philadelphia, PA 19104 (Address of grantor) and National Railroad Passenger Corporation (Grantee)
North Capitol St., N.W. Washington (Address of grantee) DC 20001 with regard to which this certificate is given in the capacity of rney for the Grantee and that the true, full and complete consideration of such action, including liens and other encumbrances, is No Dollars. .00).

The highest assessed value of said real estate for local tax purposes is _____ Dollars ($ _____).

The fair value of the property is _____ Dollars ($ _____).

If the above transaction is not taxable in whole or in part, give detailed explanation in this space.

The above transaction is wholly exempt by reason of the following regulation: 45 USC section 743(e)

I hereby certify that the statements contained herein are true and correct to the best of my knowledge lief. I understand that if I knowingly make any false statement herein I am subject to such penalties as may scribed by law or ordinance.

Arthur R. Spector (Signature)

(B) to the National Railroad Passenger Corporation, a profitable railroad operating in the region, a State, or any other responsible person (including a governmental entity), the United States shall indemnify such Corporation, railroad, State, or person against any costs or liabilities imposed thereon as the result of any judgment entered against such Corporation, railroad, State, or person under paragraph (3) of this subsection;

plus interest on the amount of such judgment at such rate as is constitutionally required. The United States may, in its discretion, represent the Corporation or the National Railroad Passenger Corporation, such profitable railroad, State or responsible person, in any proceedings before the special court that could result in such a judgment against the Corporation under paragraph (2) of this subsection or against the National Railroad Passenger Corporation, such profitable railroad, State or responsible person, under paragraph (3) of this subsection. The Corporation, the National Railroad Passenger Corporation, any profitable railroad, State, or responsible person, which is represented by the United States of America shall cooperate diligently in whatever manner the United States shall reasonably request of it in connection with such proceedings. Neither the Corporation, or its subsidiaries, nor the National Railroad Passenger Corporation, any profitable railroad, State or responsible person, shall be obligated to reimburse the United States for any moneys paid by the United States pursuant to this section.

(6) Whenever the Corporation exercises an option to acquire, or acquires, interests in rail marine freight floating equipment pursuant to the recommendations of the final system plan, and the Corporation thereafter makes such floating equipment available to a profitable railroad operating in the region, a State, or a responsible person including a government entity),[2] the United States shall indemnify—

(A) the Corporation against any costs or liabilities imposed on the Corporation as the result of any judgment entered against it, with respect to such equipment, under paragraph (2) of this subsection; and

(B) such profitable railroad, State, or responsible person against any costs or liabilities imposed thereon as the result of any judgment entered against such profitable railroads, State, or responsible person under paragraph (3) of this subsection,

plus interest on the amount of such judgment at such rate as is constitutionally required.

(d) Appeal.—A finding or determination entered by the special court pursuant to subsection (c) of this section or section 746 of this title may be appealed directly to the Supreme Court of the United States in the same manner that an injunction order may be appealed under section 1253 of Title 28: *Provided*, That such appeal is exclusive and shall be filed in the Supreme Court not more than 20 days after such finding or determination is entered by the special court. The Supreme Court shall dismiss any such appeal within 7 days after the entry of such an appeal if it determines that such an appeal would not be in the interest of an expeditious conclusion of the proceedings and shall grant the highest priority to the determination of any such appeals which it determines not to dismiss.

(e) Transfer and other taxes and recording fees.—All transfers or conveyances of rail properties (whether real, personal, or mixed) which are made under this chapter (including transfers and conveyances which are made in accordance with a supplemental transaction pursuant to section 745 of this title or which are made at any time to carry out the purposes of title VII of the Railroad Revitalization and Regulatory Reform Act of 1976 or of section 791(d) of this title) shall be exempt from any taxes, imposts, or levies now or hereafter imposed, by the United States or by any State or any political subdivision of a State, on or in connection

with such transfers or conveyances or on the re
sale, liens, encumbrances, or other instrument
or incident to any such transfers or conveyance
transferor or on the transferee. Such transfers
entitled to record any such deeds, bills of sale
other instruments and, consistent with the de
principles in the final system plan, to record
any pre-existing liens or encumbrances of rec
erties so transferred or conveyed, upon payme
generally applicable charges to compensate fo
performed.

Pub.L. 93–236, Title III, § 303, Jan. 2, 1974, 87
L. 94–5, § 8, Feb. 25, 1975, 89 Stat. 9; Pub.L.
(d), 612(a), (c)–(i), (k), (l), (n)–(q), Feb.
111; Pub.L. 94–436, §§ 3, 5, Sept. 30, 1976, 90
94–555, Title II, §§ 202(b), 204, 220(b), Oct.
2620, 2629; Pub.L. 95–199, § 4, Nov. 23, 1977, 9

[1] So in original.
[2] So in original.

References in Text. The Employee Retirement Income Security Act of 1974, referred to in subsec. (h)(6), is Pub.L. 93-406, Sept. 2, 1974, 88 Stat. 829. For distribution of such Act in this Code, see Short Title note set out under section 1001 of Title 29, Labor.

Title VII of the Railroad Revitalization and Regulatory Reform Act of 1976, referred to in subsec. (e), enacted subchapter III (§ 851 et seq.) of chapter 17 of this title and amended sections 543, 545, 546, 562 to 564, and 791 of this title and section 1653 of Title 49, Transportation.

1977 Amendment. Subsec. (d). Pub.L. 95–199 substituted "entered by the special court pursuant to subsection (c) of this section or section 746 of this title" for "entered pursuant to subsection (c) of this section".

1976 Amendments. Subsec. (a)(1). Pub.L. 94–210, § 612(c)(1), (l), added "or any subsidiary thereof" preceding ", shall deposit", and substituted "certificates of value issued by" for "obligations of".

Subsec. (a)(2). Pub.L. 94–210, § 612(d)(1), added reference to each State or responsible person (including a governmental entity).

Subsec. (b)(1). Pub.L. 94–210, § 612(c)(2), (d)(2), (i), (o), (p), added "or any subsidiary thereof" following "to the Corporation", ", States, and responsible persons" preceding "order the trustee", and provisions relating to orders of the trustee or trustees to execute and deliver deeds or other instruments conveying rail properties, and substituted "person leased" for "railroad leased", ", the respective profitable railroads operating in the region, States, and responsible persons" for "and the respective profitable railroads operating in the region", and "certificates of value issued by" for "obligations of".

Subsec. (b)(2). Pub.L. 94–210, § 612(c)(2), (d)(3), added "or any subsidiary thereof" following "Corporation" and reference to States and responsible persons.

Subsec. (b)(3). Pub.L. 94–210, § 612(a), redesignated existing provisions as subpar. (A)(ii) and, as so redesignated, made changes in phraseology, added definition of "railroad rolling stock" and omitted provisions relating to affect of chapter on title and interests of any lessor, etc., and added subpar. (A)(i) and (B).

Subsec. (b)(4). Pub.L. 94–210, § 612(d)(4), (k), added "all future liability under such lease and" following "is made assumes", a
railroad, Sta
"or the profi
Subsec. (b
612(l), added
Subsec. (
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Subsec. (c
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Subsec. (c
220(b)(3), (4),

d Railroad Passenger Corporation, a profitable
the region, a State, or any other responsible
governmental entity), the United States shall
oration, railroad, State, or person against any
posed thereon as the result of any judgment
Corporation, railroad, State, or person under
subsection;

nt of such judgment at such rate as is constitu-
ited States may, in its discretion, represent the
l Railroad Passenger Corporation, such profit-
ponsible person, in any proceedings before the
sult in such a judgment against the Corpora-
of this subsection or against the National Rail-
n, such profitable railroad, State or responsible
(3) of this subsection. The Corporation, the
er Corporation, any profitable railroad, State,
hich is represented by the United States of
ligently in whatever manner the United States
it in connection with such proceedings. Nei-
s subsidiaries, nor the National Railroad Pas-
rofitable railroad, State or responsible person,
urse the United States for any moneys paid by
t to this section.

poration exercises an option to acquire, or
marine freight floating equipment pursuant to
e final system plan, and the Corporation there-
equipment available to a profitable railroad
State, or a responsible person including a gov-
d States shall indemnify—

n against any costs or liabilities imposed on
e result of any judgment entered against it,
equipment, under paragraph (2) of this sub-

railroad, State, or responsible person against
imposed thereon as the result of any judg-
such profitable railroads, State, or responsible
h (3) of this subsection,
nt of such judgment at such rate as is con-

or determination entered by the special court
of this section or section 746 of this title may
e Supreme Court of the United States in the
nction order may be appealed under section
. That such appeal is exclusive and shall be
t not more than 20 days after such finding
d by the special court. The Supreme Court
eal within 7 days after the entry of such an
t such an appeal would not be in the interest
n of the proceedings and shall grant the high-
ation of any such appeals which it determines

taxes and recording fees.—All transfers or
es (whether real, personal, or mixed) which
r (including transfers and conveyances which
h a supplemental transaction pursuant to sec-
ch are made at any time to carry out the pur-
ilroad Revitalization and Regulatory Reform
1(d) of this title) shall be exempt from any
r or hereafter imposed, by the United States
cal subdivision of a State, on or in connection

with such transfers or conveyances or on the recording of deeds, bills of sale, liens, encumbrances, or other instruments evidencing, effectuating, or incident to any such transfers or conveyances, whether imposed on the transferor or on the transferee. Such transferors and transferees shall be entitled to record any such deeds, bills of sale, liens, encumbrances, or other instruments and, consistent with the designations and applicable principles in the final system plan, to record the release or removal of any pre-existing liens or encumbrances of record with respect to properties so transferred or conveyed, upon payment of any appropriate and generally applicable charges to compensate for the cost of the service performed.

Pub.L. 93-236, Title III, § 303, Jan. 2, 1974, 87 Stat. 1006, amended Pub. L. 94-5, § 8, Feb. 28, 1975, 89 Stat. 9; Pub.L. 94-210, Title VI, §§ 601 (d), 612(a), (c)-(l), (k), (l), (n)-(q), Feb. 5, 1976, 90 Stat. 84, 107-111; Pub.L. 94-436, §§ 3, 5, Sept. 30, 1976, 90 Stat. 1398, 1399; Pub.L. 94-555, Title II, §§ 202(b), 204, 220(b), Oct. 19, 1976, 90 Stat. 2616, 2620, 2629; Pub.L. 95-199, § 4, Nov. 23, 1977, 91 Stat. 1424.

[1] So in original.
[2] So in original.

References in Text. The Employee Retirement Income Security Act of 1974, referred to in subsec. (b)(6), is Pub.L. 93-406, Sept. 2, 1974, 88 Stat. 829. For distribution of such Act in this Code, see Short Title note set out under section 1001 of Title 29, Labor.

Title VII of the Railroad Revitalization and Regulatory Reform Act of 1976, referred to in subsec. (e), enacted subchapter III (§ 851 et seq.) of chapter 17 of this title and amended sections 543, 545, 546, 562 to 564, and 791 of this title and section 1652 of Title 49, Transportation.

1977 Amendment. Subsec. (d). Pub.L. 95-199 substituted "entered by the special court pursuant to subsection (c) of this section or section 746 of this title" for "entered pursuant to subsection (c) of this section".

1976 Amendments. Subsec. (a)(1). Pub.L. 94-210, § 612(c)(1), (l), added "or any subsidiary thereof" preceding ", shall deposit", and substituted "certificates of value issued by" for "obligations of".

Subsec. (a)(2). Pub.L. 94-210, § 612 (d)(1), added reference to each State or responsible person (including a governmental entity).

Subsec. (b)(1). Pub.L. 94-210, § 612 (c)(2), (d)(2), (l), (o), (p), added "or any subsidiary thereof" following "to the Corporation", ", States, and responsible persons" preceding "order the trustee", and provisions relating to orders of the trustee or trustees to execute and deliver deeds or other instruments conveying rail properties, and substituted "person leased" for "railroad leased", ", the respective profitable railroads operating in the region, States, and responsible persons" for "and the respective profitable railroads operating in the region", and "certificates of value issued by" for "obligations of".

Subsec. (b)(2). Pub.L. 94-210, § 612 (c)(2), (d)(3), added "or any subsidiary thereof" following "Corporation" and reference to States and responsible persons.

Subsec. (h)(3). Pub.L. 94-210, § 612(a), redesignated existing provisions as subpar. (A)(ii) and, as so redesignated, made changes in phraseology, added definition of "railroad rolling stock" and omitted provisions relating to effect of chapter on title and interests of any lessor, etc., and added subpar. (A)(i) and (B).

Subsec. (b)(4). Pub.L. 94-210, § 612 (d)(4), (k), added "all future liability under such lease and" following "is made assumes", and substituted ", profitable railroad, State, or responsible person" for "or the profitable railroad".

Subsec. (b)(5), (6). Pub.L. 94-210, § 612(l), added subsec. (b)(5) and (6).

Subsec. (b)(6). Pub.L. 94-555 added provisions entitling the Corporation to a loan to fund accrued, non-guaranteed pension benefits under all plans transferred or assigned to the Corporation, whether terminated or not, and such loan is to be charged to the estate of railroad in reorganization as an administrative expense.

Subsec. (c)(1). Pub.L. 94-210, § 612 (c)(3), (d)(5), (6), (l), (q)(1), (2), in introductory material added "or any subsidiary thereof" following "Corporation" and added reference to States and responsible persons, in subpar. (A)(i) added "or any subsidiary thereof" following "Corporation" and ", certificates of value" following "securities", and added provision relating to consideration of compensable unconstitutional erosion, in subpar. (A)(ii) added reference to State or responsible person, and provision relating to compensation and other benefits accruing to such transferor as a result of the exchange, and in subpar. (C) added "or any subsidiary thereof" following "Corporation".

Subsec. (c)(2). Pub.L. 94-210, § 612 (c)(4), (e), (l), (q)(3), in introductory material added reference to certificates of value, and provisions relating to consideration of compensable unconstitutional erosion, and substituted "may" for "shall", in subpar. (A) added reference to any subsidiary of a Corporation, exception relating to allocation to each such railroad of preferred stock, etc., ", certificates of value" following "securities" and "and certificates of value" following "of the Corporation", in subpar. (B) added "and certificates of value" following "Corporation's securities" and ", certificates of value" following "other securities", and substituted "certificates of value issued by the Association" for "obligations of the Association", and in subpar. (C) generally revised criteria for entering a judgment against the Corporation.

Subsec. (c)(2)(A). Pub.L. 94-555, § 220(b)(1), (2), substituted "securities and certificates of value" for "securities and certificates of value of the Corporation and certificates of value" following "reallocating the" and "they have" for "it has" following "equitable manner".

Subsec. (c)(2)(B). Pub.L. 94-555, § 220(b)(3), (4), substituted "securities and

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NOTICE

The Grantee acknowledges that the Grantee may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the real property conveyed by this Deed may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This notice is inserted herein to comply with Section 14 of the Pennsylvania Bituminous Mine Subsidence and Land Conservation Act of 1966, 52 Pa. Stat. Ann. Sec. 1406.14.

The Grantee further acknowledges that for the purposes of 52 Pa. Stat. Ann. Sec. 1551, this Deed is a quitclaim deed.

CONSOLIDATED RAIL CORPORATION

By: _____

Vice President

I-830373
City Exhibit 9
Public 5-18-83

UNIFORM SYSTEM OF ACCOUNTS FOR RAILROAD COMPANIES

PRESCRIBED BY
THE INTERSTATE COMMERCE COMMISSION

AS AMENDED TO JANUARY 1, 1976

RECEIVED
AUG 2 3 1983
SECRETARY'S OFFICE
Public Utility Commission

RECEIVED
AUG 24 1983

poles.
and towers.
r traps.
elling or painting letters or numbers on
poles.

rr A: The cost of wire and pipe distribution systems located within shop buildings and locations and office buildings shall included in the cost of the buildings, exshall lateral service lines to equipment machines shall be included in account Shop machinery." The cost of distribution systems used primarily for operasignals and interlockers shall be included count 27, "Signals and interlockers."
r B: The cost of conduits and of poles xtures for telegraph and telephone, or lines shall be included in account 26, munication systems," or account 27, als and interlockers," as appropriate. st of poles and conduits used for tele- and telephone or signal lines and for distribution lines shall be included to count appropriate according to their ilsbandus.

Miscellaneous Structures.

s account shall include the cost of manent structures not provided for ere, including all fixtures and ire to equip them for use.

oadway Machines.

account shall include the cost of tial outfit of roadway machines d for the maintenance of roadway uctures at the time the road is for commercial traffic, and the additional roadway machines d subsequently. This account shall lude the cost of on and/or offlomotive vehicles, permanently d with special-purpose machinery draulic cranes, derricks, ditchratus, pile-driving equipment, ller machines listed below, and clusively in maintenance of way ctures.

LIST OF ROADWAY MACHINES

rtable.	Engines, portable.
	Grading outfits.
	Hydraulic outfits.
ker Impact	Jacks, hydraulic.
	Log loaders.
	Pile drivers.
ill, crane,	Plows, ballasting.
f tracks	Rail unloaders.
ail and	Rock crushers.
rters	Scarifiers.
ackhoe,	Trailer trucks.
achine,	Vehicles.

When an important addition and a project or the construction of a

new line necessitates the purchase of roadway machines to be used exclusively thereon, the cost shall be included in the accounts to which the cost of the work is charged. The amount realized from any subsequent sale, or the appraised value of the machines retained after the completion of the special work for which they were purchased, shall be credited to the account(s) charged with the cost thereof. The appraised value of such machines retained shall be debited to this account and thereafter considered as the cost of such property.

NOTE B: The cost of machines for the equipment of roadway shops shall be included in account 17, "Roadway buildings," as provided for therein.

NOTE C: The cost of roadway machines, such as pile drivers, log loaders, hoist engines, and concrete mixers, when permanently mounted for movement on the carrier's tracks, shall be included in account 57, "Work equipment."

[32 F.R. 20123, Dec. 20, 1967, as amended at 36 F.R. 65, Jan. 5, 1971]

38 Roadway Small Tools.

This account shall include the cost of the initial outfit of roadway and track small tools provided for the maintenance of way and structures at the time the road is opened for commercial traffic; also the initial outfit of such tools provided for the maintenance of extensions of such road.

NOTE: The cost of roadway and track small tools of which no specific record is kept shall be charged when acquired to an appropriate materials and supplies account, from which they shall be charged as issued to the appropriate road and equipment, operating expense, or other accounts. When such tools are used both for construction and maintenance work the cost shall be equitably apportioned among the accounts provided for the two classes of work.

39 Public Improvements; Construction.

This account shall include amounts assessed on carrier property by governmental authority (by mutual agreement or otherwise) to cover the cost of constructing public improvements, when such assessments are made against property within defined areas of taxing districts. The account also shall include carrier's portion of the cost of public improvements constructed under governmental requirements. See Instruction 16. The entire amount of each assessment and other liabilities for public improvements shall be included in this account as soon as the amounts are determined.

ITEMS

Cost of land outside carrier's right-of-way to provide for the relocation of streets or highways or providing slopes therefor.
Cost of removal and relocation of buildings and other structures in connection with the construction of streets and highways.
Curbing streets and highways.
Damage to property of others when incidental to highway construction.
Drainage systems.
Engineering—When such costs apply to items chargeable to this account.
Flood protection.
Grading streets and highways.
Guttering streets and highways.
Irrigation systems.
Levees.
Overhead highway bridges, including approaches.
Paving streets and highways, including such portions at crossings.
Planking, highway crossings.
Sewer systems.
Sidewalks.
Street-lighting systems.
Water works.

NOTE A: The cost of railway facilities installed in connection with joint public improvement projects if not in excess of total costs borne by the carrier shall be included in accounts other than account 39, "Public improvements—Construction," appropriate for the class of property installed. Any costs borne by the carrier in excess of the cost of railway facilities shall be charged to this account.

NOTE B: The cost to the carrier of maintaining public improvements shall be included in Operating Expenses.

NOTE C: Any portion of the cost of public improvements which is included in the general tax levy for a regular taxing district shall be included in the account appropriate for taxes.

NOTE D: The amount of the deferred payments of assessments for public improvements if payments are to be made within one year, shall be included in account 763, "Other current liabilities." If the payments are spread over a longer period they shall be credited to account 782, "Other liabilities." The interest paid on such assessments shall be included in account 547, "Interest on unfunded debt."

NOTE E: Interest and penalties imposed on basis of monthly or annual percentage rates, for failure to pay assessments within the allotted time shall be charged to account 547, "Interest on unfunded debt."

NOTE F: Assessments on noncarrier property for the cost of constructing public improvements shall be charged to account 737, "Miscellaneous physical property."

43 Other Expenditures; Road.

This account shall include items which can not properly be included in any of

I-830373.
City Exhibit #10.
Phela 8-18-83

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AUG 23 1983
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Public Utility Commission

EXCERPT OF PAGE 243

OF VOLUME I

OF THE FINAL SYSTEM PLAN

U.S. RAILWAY ASSOCIATION

in the terms customarily used for railroad conveyances, included are all items associated with the rail lines which could be recorded in ICC account numbers 1 through 45, and 90, and not otherwise designated for transfer or offer under this chapter or specifically excluded."

In the appendix, specific rail lines are designated from each transferor to ConRail, profitable railroads, Amtrak and public authorities in accordance with subsections (A) through (D) of section 206(e)(1). As has been noted, designations of rail lines in accordance with subsection (E) as suitable for other public purpose use are listed in Part III, Section C-2.

Operating Agreements Associated with Rights of Way.—The present operating railroads are successors to dozens, and in the case of Penn Central, hundreds of smaller railroads whose lines were separately constructed during the 19th and early 20th century. This historical process as well as changes in operating patterns over the years caused the various railroads to enter into agreements ("Operating Agreements"),[46] relating to the joint use of tracks, terminals and other facilities. Generally, such agreements provide for either: (a) the right of one railroad to operate trains over the tracks of another railroad between certain points; or (b) the shared use of a particular facility (such as an interlocking tower or stations) by two or more railroads. Railroad consolidations and abandonments increased the number of such arrangements over the years, and thousands of such agreements exist today.

USRA attempted to assemble a full, comprehensive inventory of such agreements from the railroads' existing corporate records, but those records were inadequate for that purpose. USRA was able, however, to use the Penn Central's computerized system for monitoring and reporting joint facility debits and credits. That system also includes an inventory showing the railroad involved and a brief description of the service provided. To the extent available, some listings were also furnished by the other railroads but, in general, these listings did not provide the information needed for an accurate inventory. The information available to USRA, consequently, is inadequate to assess the value of these agreements and the desirability of their transfer under the FSP. Information is lacking on such basic provisions of these agreements as cancellation provisions and established charges. The collection of such a comprehensive inventory will require an item-by-item check through the agreements themselves.

To the extent agreements are known to USRA, they have been correlated with the User File and are now associated with the line codes.[47] The information now available usually includes agreement identification number, location of agreement by line segment and milepost, railroads involved and a brief summary of the service or rights covered.

These agreements, particularly those involving trackage rights, affect the continuity of the routes over which the railroads now operate, and many other services vital to their functioning. ConRail and the other transferees will require the rights provided under most of these operating agreements. There are, therefore, designated for transfer or offer to each transferee, all operating agreements associated with the rail lines each acquires. Excepted from this designation, however, are:

- Operating rights associated only with light density lines that are not being acquired.
- Operating rights, in the case of ConRail, which, if acquired, would impose an obligation to provide service beyond that contemplated for it under the industry structure delineated in the FSP.
- Operating rights having so high a fixed cost in relation to the benefits of foreseeable use by the transferee, as to make other available options economically more attractive.

As noted, USRA has neither a complete inventory, nor sufficient details as to the terms of individual agreements. A more precise delineation, in accordance with the foregoing designation standards, will be presented when USRA certifies these agreements to the Special Court.

Facilities and Other Road Properties

Apart from rail lines and associated assets, the other main grouping of road property assets is facilities. These assets have been divided for analysis into yards and maintenance and service facilities, intermodal terminals, marine facilities, rail welding facilities and stations and other structures.

Yards and Maintenance and Service Facilities.—In designing a restructured system, USRA has designated a system of yards and facilities adequate for system operations and for the servicing and maintenance of rolling stock designated to the various transferees. Yards are by no means uniform, they range in size from

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[45] For example, communication systems property can be associated with a specific site, a specific piece of equipment, or generally associated with a system wide operation or function. The designations here deal only with the communications equipment installed or customarily used along specific rail lines. Communications equipment at other facilities, not identified with a particular rail line (switch boards in terminals); mobile communications gear installed in equipment (such as in locomotives); communications equipment which may not be associated with any particular site or equipment (mobile radios, transmitters) are designated for transfer with those assets where to do so provides more logical basis for allocation.

[46] Operating Agreements refers to those agreements and arrangements relating to more than one railroad's use, operation, control or access to tracks, terminals, interlocking towers, or other facilities related to rail services.

[47] New line codes have been created for tracks or facilities on line segments not previously included in the User File usually involving the railroads' right to operate over the track of other railroads.

I-830373.
City Exhibit #10.
Public 8-18-83

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AUG 2 1983

RECEIVED
AUG 23 1983
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Public Utility Commission

EXCERPT OF PAGE 243

OF VOLUME I

OF THE FINAL SYSTEM PLAN

U.S. RAILWAY ASSOCIATION

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In the appendix, specific rail lines are designated from each transferor to ConRail, profitable railroads, Amtrak and public authorities in accordance with subsections (A) through (D) of section 206(e)(1). As has been noted, designations of rail lines in accordance with subsection (E) as suitable for other public purpose use are listed in Part III, Section C-2.

Operating Agreements Associated with Rights of Way.—The present operating railroads are successors to dozens, and in the case of Penn Central, hundreds of smaller railroads whose lines were separately constructed during the 19th and early 20th century. This historical process as well as changes in operating patterns over the years caused the various railroads to enter into agreements ("Operating Agreements"),[28] relating to the joint use of tracks, terminals and other facilities. Generally, such agreements provide for either: (a) the right of one railroad to operate trains over the tracks of another railroad between certain points; or (b) the shared use of a particular facility (such as an interlocking tower or stations) by two or more railroads. Railroad consolidations and abandonments increased the number of such arrangements over the years, and thousands of such agreements exist today.

USRA attempted to assemble a full, comprehensive inventory of such agreements from the railroads' existing corporate records, but those records were inadequate for that purpose. USRA was able, however, to use the Penn Central's computerized system for monitoring and reporting joint facility debits and credits. That system also includes an inventory showing the railroad involved and a brief description of the service provided. To the extent available, some listings were also furnished by the other railroads but, in general, these listings did not provide the information needed for an accurate inventory. The information available to USRA, consequently, is inadequate to assess the value of these agreements and the desirability of their transfer under the FSP. Information is lacking on such basic provisions of these agreements as cancellation provisions and established charges. The collection of such a comprehensive inventory will require an item-by-item check through the agreements themselves.

To the extent agreements are known to USRA, they have been correlated with the User File and are now associated with the line codes.[29] The information now available usually includes agreement identification number, location of agreement by line segment and milepost, railroads involved and a brief summary of the service or rights covered.

These agreements, particularly those involving trackage rights, affect the continuity of the routes over which the railroads now operate, and many other services vital to their functioning. ConRail and the other transferees will require the rights provided under most of these operating agreements. There are, therefore, designated for transfer or offer to each transferee, all operating agreements associated with the rail lines each acquires. Excepted from this designation, however, are:

- Operating rights associated only with light density lines that are not being acquired.
- Operating rights, in the case of ConRail, which, if acquired, would impose an obligation to provide service beyond that contemplated for it under the industry structure delineated in the FSP.
- Operating rights having so high a fixed cost in relation to the benefits of foreseeable use by the transferee, as to make other available options economically more attractive.

As noted, USRA has neither a complete inventory, nor sufficient details as to the terms of individual agreements. A more precise delineation, in accordance with the foregoing designation standards, will be presented when USRA certifies these agreements to the Special Court.

Facilities and Other Road Properties

Apart from rail lines and associated assets, the other main grouping of road property assets is facilities. These assets have been divided for analysis into yards and maintenance and service facilities, intermodal terminals, marine facilities, rail welding facilities and stations and other structures.

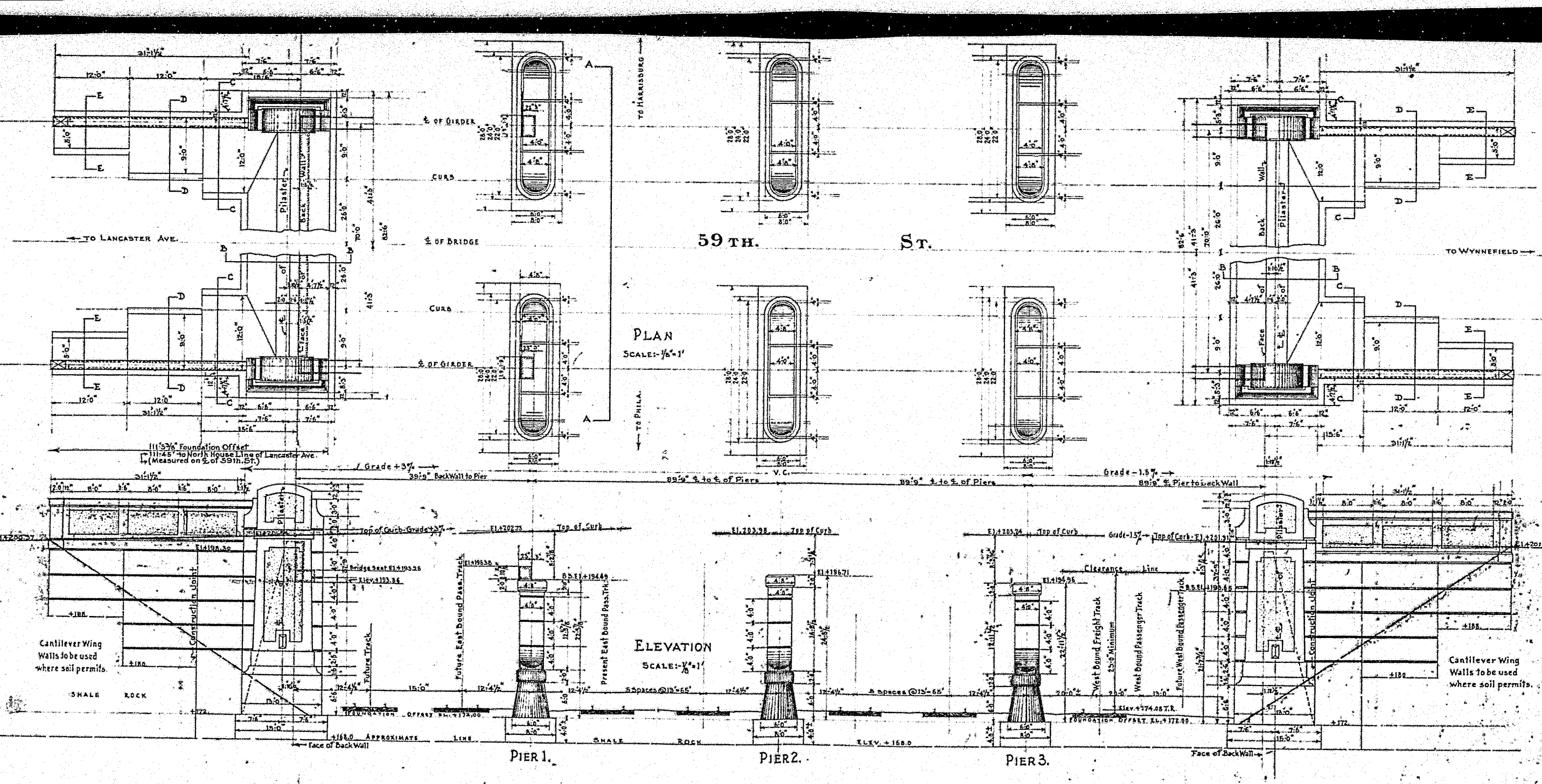
Yards and Maintenance and Service Facilities.—In designing a restructured system, USRA has designated a system of yards and facilities adequate for system operations and for the servicing and maintenance of rolling stock designated to the various transferees. Yards are by no means uniform, they range in size from

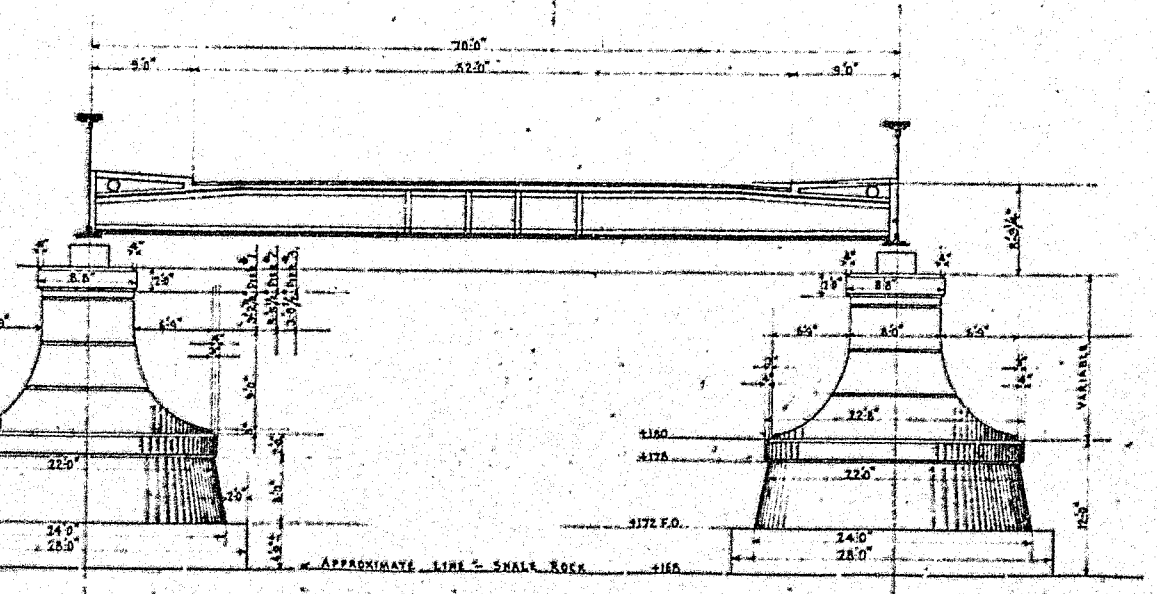
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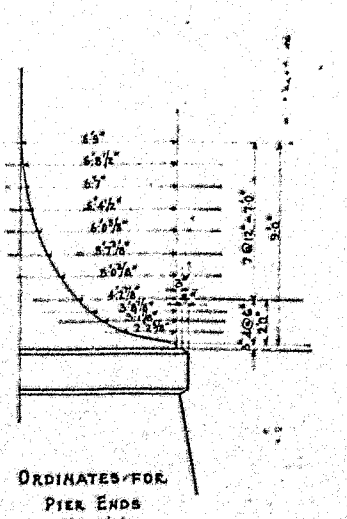
[27] For example, communication systems properly can be associated with a specific site, a specific piece of equipment, or generally associated with a system-wide operation or function. The designations here deal only with the communications equipment installed or customarily used along specific rail lines. Communications equipment at other facilities, not identified with a particular rail line (switch-boards in terminals); mobile communications gear installed in equipment (such as in locomotives); communications equipment which may not be associated with any particular site or equipment (mobile radios, transmitters) are designated for transfer with those assets where to do so provides more logical basis for allocation.

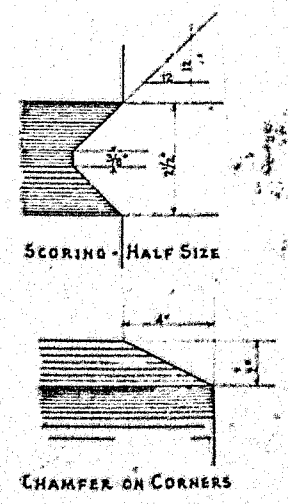
[28] Operating agreements refers to those agreements and arrangements relating to more than one railroad's use, operation, control or access to tracks, terminals, interlocking towers, or other facilities related to rail services.

[29] New line codes have been created for tracks or facilities on line segments not previously included in the User File usually involving the railroads' right to operate over the track of other railroads.









NOTE:
Construction Joints (keyed) in Abutments to be determined by Engineer of Construction in field.

See R&I Plan No. 23046 for Track Layout.

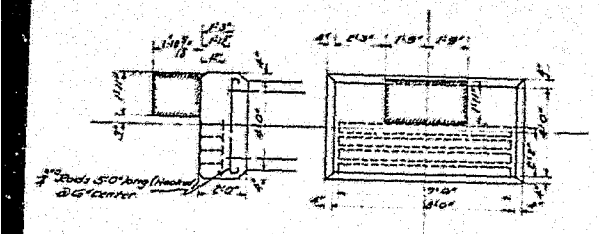
NOTE:
Sheet 1. General Layout.
" 2. Piers.
" 3. Abutments. Sheet 3A Pilasters - North Abutment.
" 4. Steel.

REVISIONS	SHEET 1 OF 4	23046

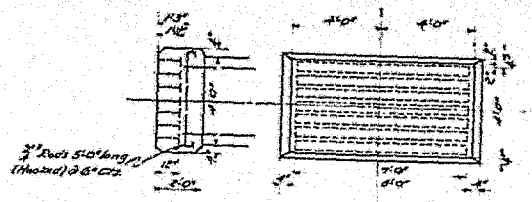
THE PENNSYLVANIA RAILROAD
PHILA. TERM. DIV. MAIN LINE
O.H. BRIDGE NO.
59TH. ST. (OVERBROOK)
PHILADELPHIA, PA.

OFFICE OF ENGR. BRIDGES & BLDGS
PHILA. PA. JANUARY 10TH, 1927.
SCALES AS SHOWN
Correct: Approved: Approved:

PA. R.U.C. T. 83033
EXHIBIT NRPC-1
AUG. 18, 1983

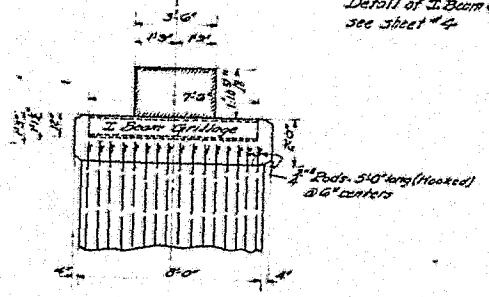


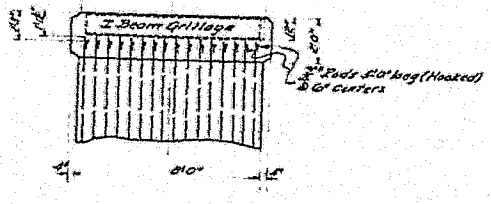
PIER No 1

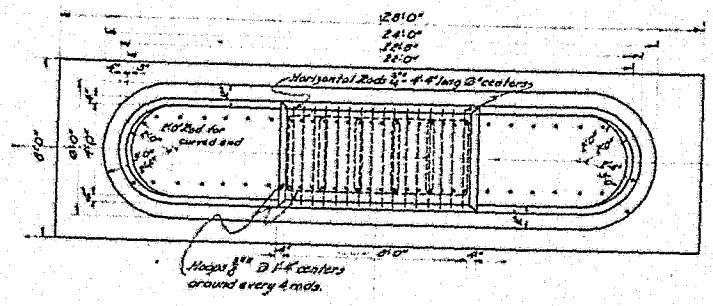


PIER No 2 & 3

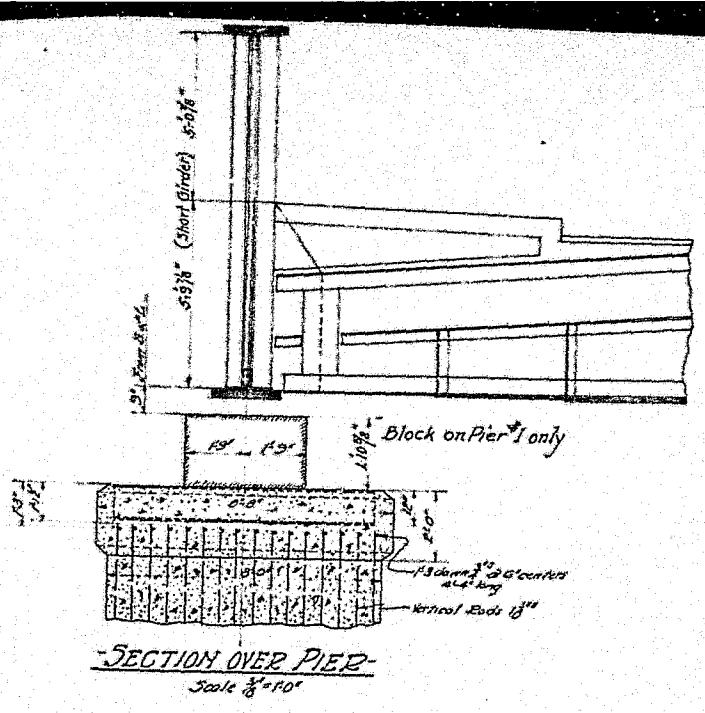
-DETAILS OF TOP OF PIERS-
Scale 1/8"=1'0"



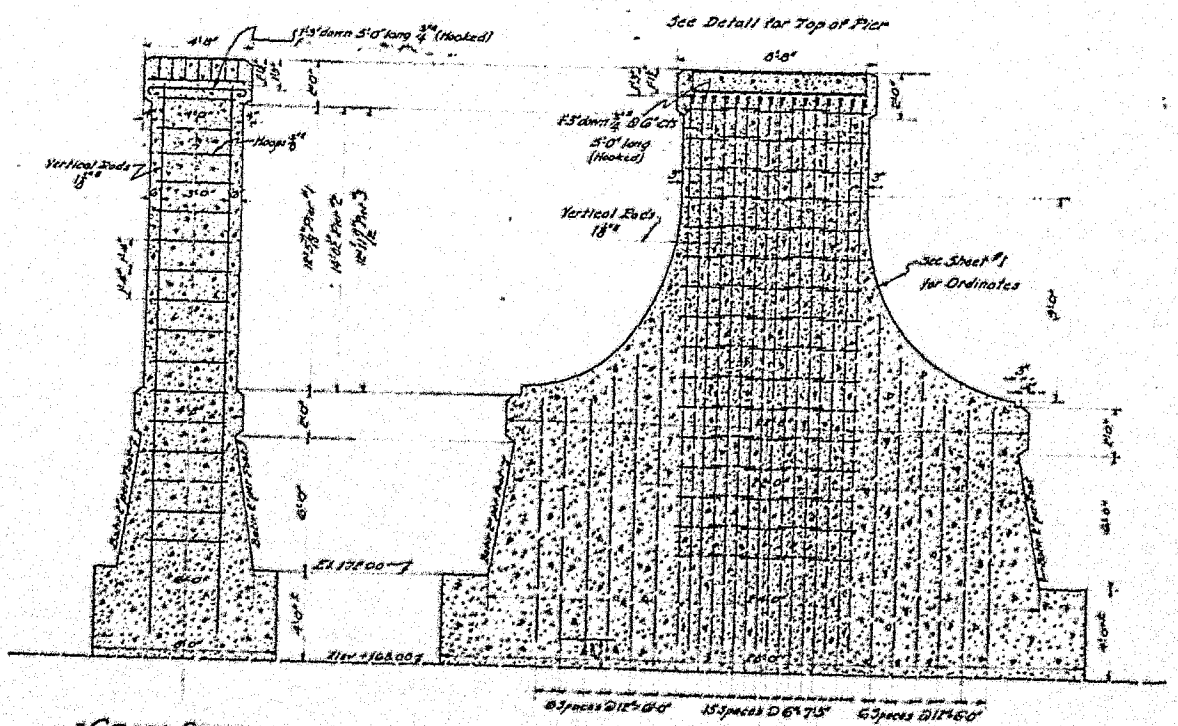




-PLAN OF PIERS-
Scale 1/4"=1'0"



-SECTION OVER PIER-
Scale 1/8"=1'0"



-CROSS SECTION-
Scale 1/4"=1'0"

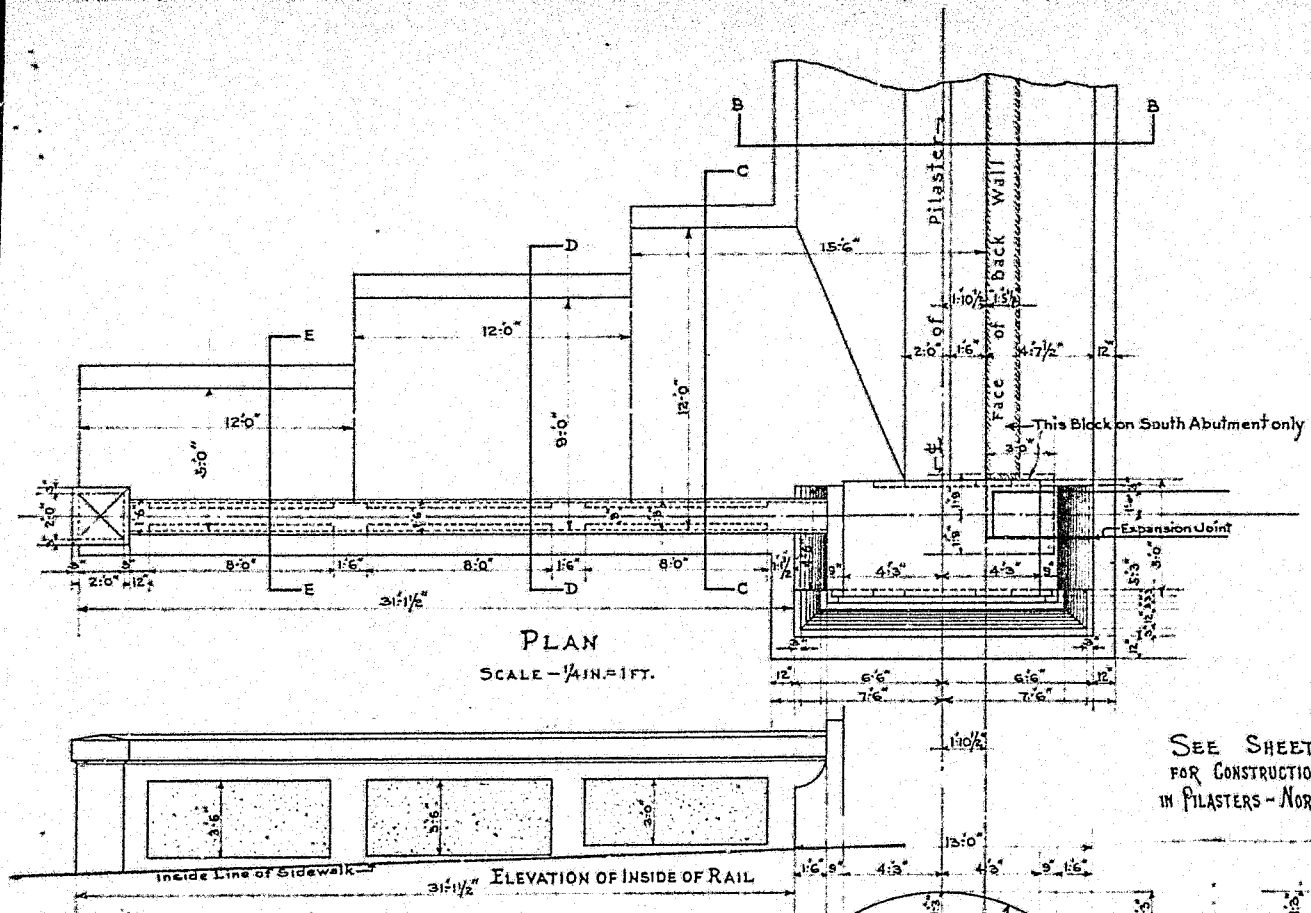
-SECTION ON ℄-

Revisions	Sheet 2 of 4	23046

THE PENNSYLVANIA RAILROAD
PHILA. TERM. DIV. MAIN LINE
O.H. BRIDGE No
59TH ST. (OVERBROOK)
PHILADELPHIA, PA.

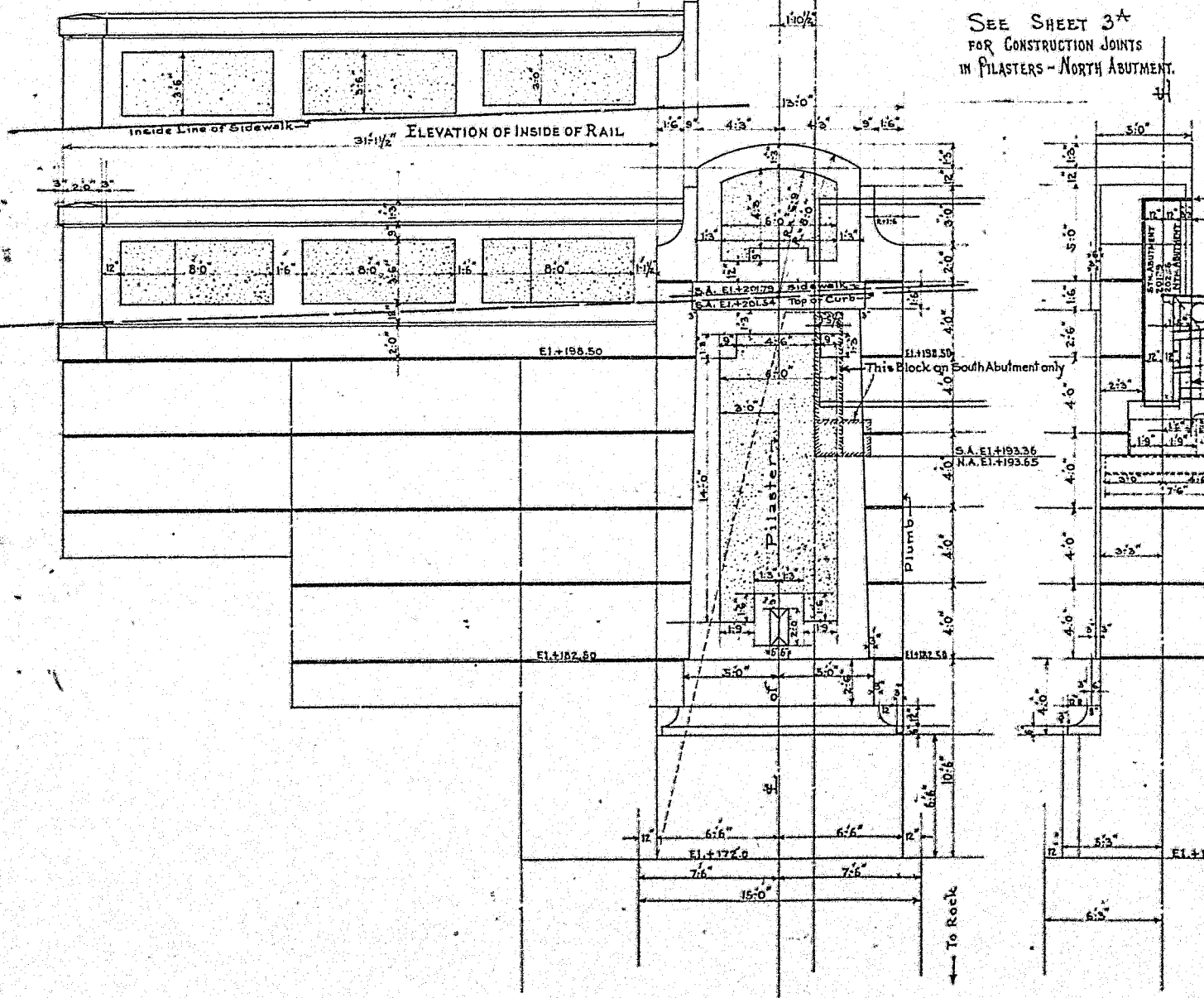
OFFICE OF ENGR. BRIDGES & BLDGS.
PHILA., PA. JAN. 24, 1927
SCALES AS SHOWN
Correct
Approved:

ENGR. BRDGS. & BLDGS. — CHIEF ENGR. BRIDGES & BLDGS. — ASST. CHIEF ENGINEER



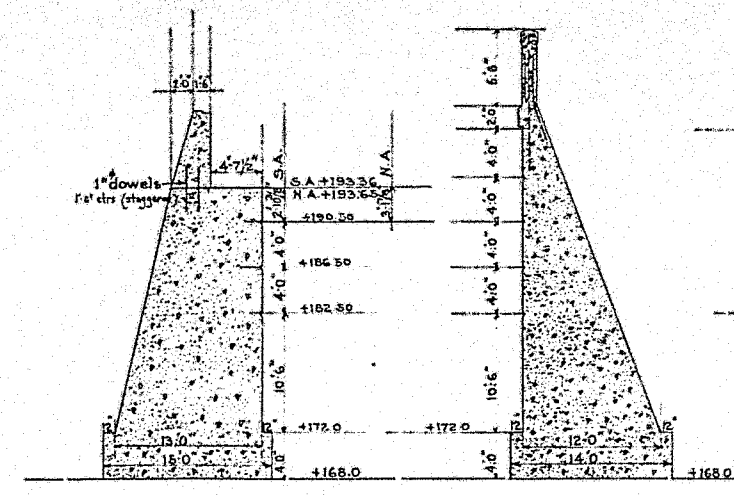
PLAN

SCALE – ¼ IN. = 1 FT.



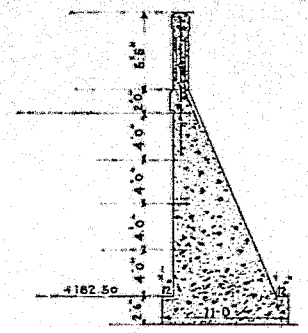
SIDE ELEVATION OF ABUTMENT AND WING

SCALE – ¼ IN. = 1 FT.

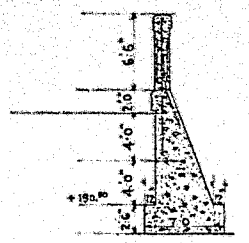


SECTION·B·B.

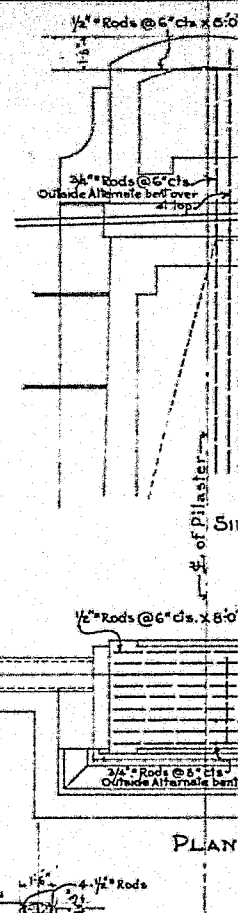
SECTION·C·C.



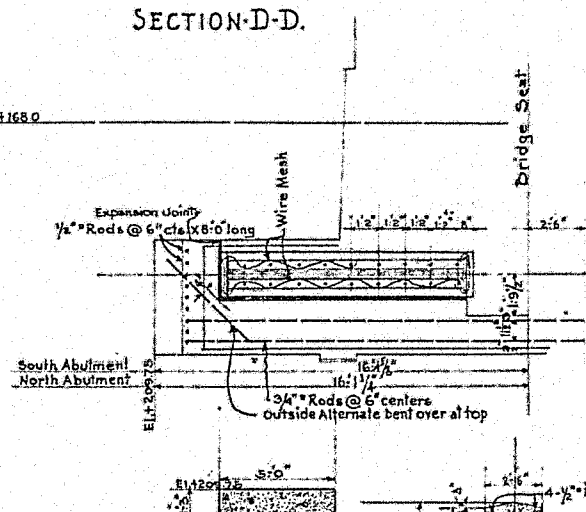
SECTION·D·D.

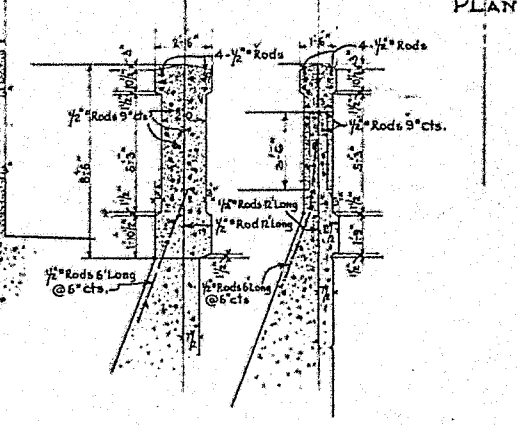


SECTION·E·E.



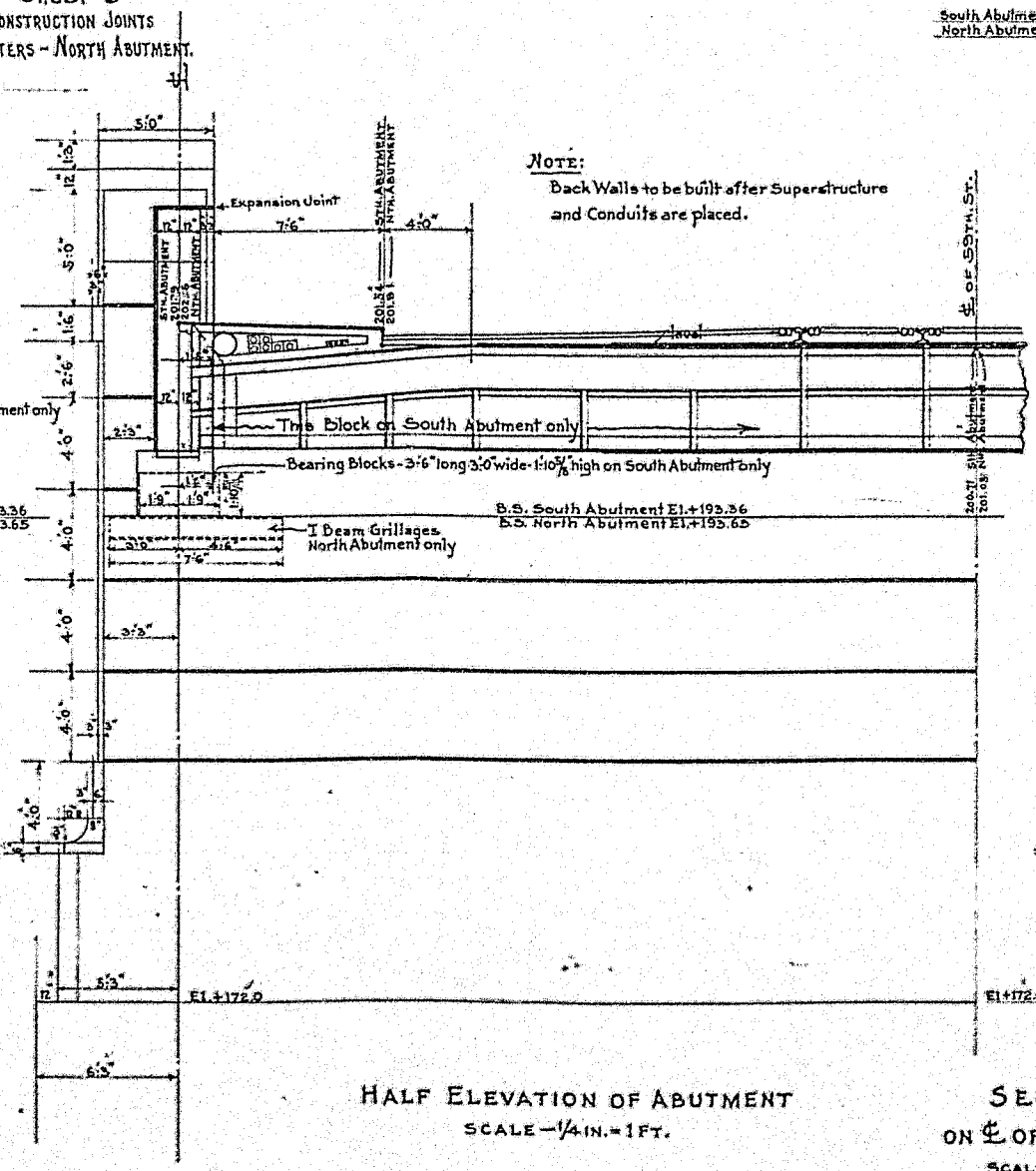
PLAN





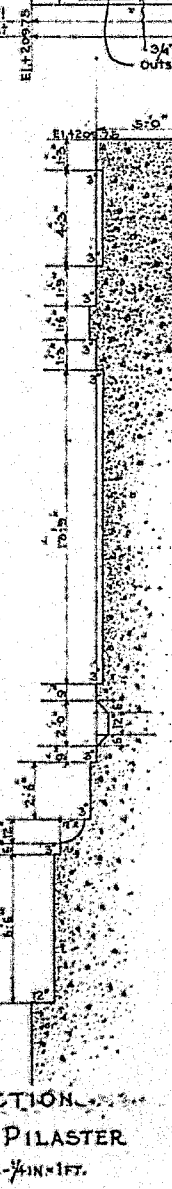
SECTION OF END POST SECTION OF RAIL

SCALE – ¼" = 1'



HALF ELEVATION OF ABUTMENT

SCALE – ¼ IN. = 1 FT.



SECTION ON ℄ OF PILASTER

SCALE – ¼ IN. = 1 FT.

NOTE:

Back Walls to be built after Superstructure and Conduits are placed.

See Sheet 3A for Construction Joints in Pilasters – North Abutment.

REVISIONS	Sheet 3 of 4
See Sheet 3A for Pilasters, North Abutment.	

THE PENNSYLVANIA RAI

PHILA. TERM. DIV

O.H. BRIDGE NO.

59TH.ST. (OVERBRO

PHILADELPHIA, PA.

OFFICE OF ENGR. BRDGS. & BLDGS.
PHILA., PA., JAN. 28, 1926.

Corrected

Approved

59TH ST.

70'-0" C. to C. Girders

52'-0" Bet. Curbs

9'-0"

9'-0"

6 @ 16'-0" = 96'-0"

13 @ 16'-0" = 208'-0"

13 @ 16'-0" = 208'-0"

6 @ 16'-0" = 96'-0"

1 @ 15'-6" = 15'-6"

309'-0" Bet. Backwalls

39'-9" B.W. to Ctr. of Pier | 89'-9" C. to C. Piers | 89'-9" C. to C. Piers | 89'-9" Ctr. of Pier to B.W.

Grd. 39°-3"lg | Grd. 89°-8"lg | Grd. 89°-8"lg | Grd. 89°-4"lg

El + 201.54 | El + 202.73 | El + 203.91 | El + 203.24 | El + 201.81

Gr. + 3.8" | Chord | Vert. to Kd. Crd. | Curve = 191'-6" | Top of Curb | Gr. + 1.8"

12'-4½" | 15'-0" | 12'-4½" | 12'-4½" | 13'-0" | 13'-0" | 13'-0" | 13'-0" | 13'-0" | 12'-4½" | 13'-0" | 13'-0" | 13'-0" | 13'-0" | 13'-0" | 12'-4½"

T.R. + 174.24

Pass. Tracks

Freight Tracks

12'-4½" Min. Clear over Freight Tracks = 23'

23'-0" Min. Clear

20'-0" | 20'-0" | 13'-0"

T.R. + 174.58

Pass. Tracks

+ 174.08

Scale 1/16" = 1'

LANCASTER AVE.

HOUSE LINE

111.40

To N.H.L. of Lancaster Ave. on ℄ of 59th St.

Note: All Stiffs. Ends of Girders and Floorbeams to be made Vertical.

10'-5½" | 2'-9" | 2'-2" | 3'-6" Ctrs. | 15'-4½" Sc. (Seg. Rollers) | 11'-10" | 11'-11" | 2'-0" | 2'-0"

Steel Cribs

Fixed & Expansion Bearing for 89'-9" Spans (Exp. Bearing same for Abut End.)

4" Pin

6-12" Seg. Rollers - 2" Sc.

r. 12" I. 30°

Pipe separators

3'-8" | 1'-6"

39'-9" Span | 89'-9" Span | 16" | Steel Cribs

Seat for 89'-9" Exp. bearing (Pier & Abutment)

Bearings for 39'-9" Span

4'-0"

Scale ⅜"=1'

Fixed End Bearings - 89'-9"

Others Fixed

1'-6" | 1'-6" | 11" | 11" | 11" | 11"

12'-½" Checked plts. bent over curbs to roadway

1" Exp bolts

6" Concrete walls built around duct to close ends

Over Piers | At Abutment

Cross Sec. of Sidewalk Joints

9'-0"

6 - T.C. Ducts 6" Sq. P.E.Co. (East Side only)

4 - T.C. " 3" Sq. El. Bureau (Each Side)

1 - 12" ϕ Gas Main U.G.I.

1 - 12" ϕ Water Pipe - Steel (El. Weld) One under each sidewalk

52'-0" Bet. Curbs

2" Diamond Mesh 16 Wire Gauge

1" Granolithic Finish

Steel Bound Curb

4'-0"

5'-3½"

2'-4½"

Cinders

Concrete

Trolley Rails not to be placed at present - make asphalt surface continuous, curb to curb

Detail for Web Splice (89'-9" Spans)

Scale ⅜"=1'

70'-0" Ctrs. of Girders

Half Cross Section - Floor Details

½" Check. Plt. 6 @ 6'-½" Lg. (Cut)

Elev. of Roadway Dam

Concrete

2" Ry. Pre Cast Gunite Form

Rod for 5/8" ϕ 2'-6" 6'-0" 3'-6"

Mesh

5'-10" for 6'-0"

Section showing Jack Arch

Cover with mesh and gunite same

Cross Bracing under each line of rails

These conns. of dam to Flrs. about 1'-3"lg and 3" ctrs.

Dams shop-riveted to floorbeams

Anchors

Over Piers | Scale ½"=1' | At Abutment

Cross Sec. of Roadway Dams

89'-9" Span - 10'-5½" Deep b. of Lt. (Camber 1" + Vert. Curves.)

Both Flgs. 2-Lts. 8" x 8" x ⅝" — 15.47

2-Vert. Plts. 18" x ⅝" — 17.50

8-Covers 24" x ⅝" — 60.30 All full length

Web 125" x ⅝" — 93.75

186.52 Net

Top Flg. 2-Covers 22" x ⅝" All full length (Shear 240,000)

Otherwise same as bott. Flg.

Ten. stiffs. 6 @ 2'-2½" End Stiffs as shown.

Rivets ⅞" ϕ Pitch 3" alt. 2½" at ends, bal. 4" alt.

39'-9" Span - 10'-10½" Deep b. of Lt.

Both Flgs. 2-Lts. 6" x 6" x ½" — 9.45

1-Cover 16" x ½" — 7.0 Full length

Web 130" x ½" — 32.50

49.45 net

Stiffs 25 @ 2'-2½" Lg.

Rivets ⅞" ϕ Pitch 3" alt. 10" at ends, bal. 4" alt.

(Shear = 329,000)

Floorbeams - 4'-6" Deep b. of Lt. (Camber ⅜")

Both Flgs. 2-Lts. 6" x 6" x ⅝" 11.3

2-Covers 12" x ⅝" 15.0 60 Lbs. @ 45 Lbs.

1-Cover 12" x ½" 6.0 32½ Lg.

Web 52" x ½" 13.0

33.5

36.10 net

Rivets ⅞" ϕ Pitch 3" alt. 12" each end, bal. 4" alt.

(Shear 151,450)

Live Load

40 Tons

150 per sq. ft. uniform

600 # per lin. ft. for each trolley track.

Note:

Mesh not otherwise noted, to be A.S.&W. Co's 3" x 3" spacing, 10 gauge wires.

Concrete mixture to be of a mix to give 2000 per (sq. inch in 28 days, using ¾" stone.

Reinforcement for Pre Cast Gunite forms to be A.S.&W. Co's Elec. Welded Fabric 4" x 4" spacing, 8 gauge wires.

Gunite mixture 1-3

Shop Paint - No paint or oil, except inaccessible surfaces as per P.R.R. Specifications.

REVISIONS	SHEET 2 OF 4
Bott. Covers made full length 11-19-26	
Depths - 11-20-26	

THE PENNSYLVANIA

PHILA. TERM. DIV.

O.H. BRIDGE NO

59TH ST. (OVER

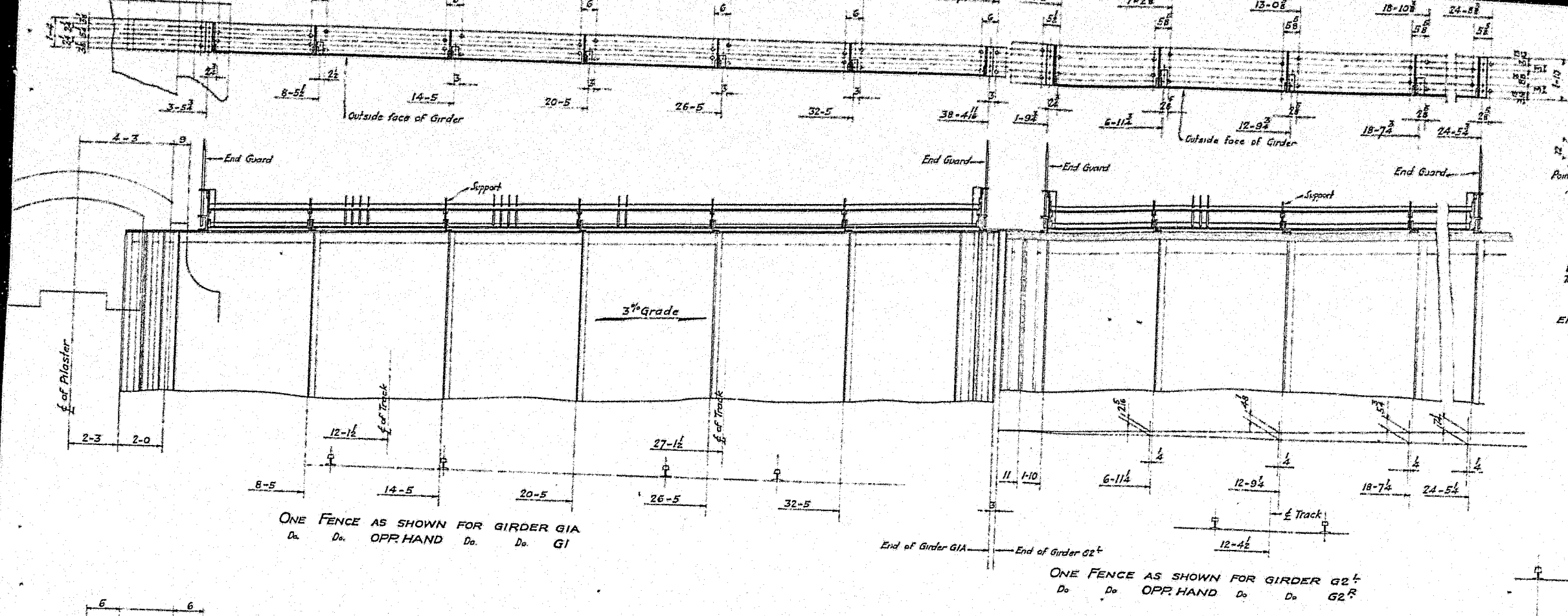
PHILADELPHIA,

OFFICE OF ENGR. BRDGS. & BLDGS.

PHILA., PA., AUG. 16, 1926

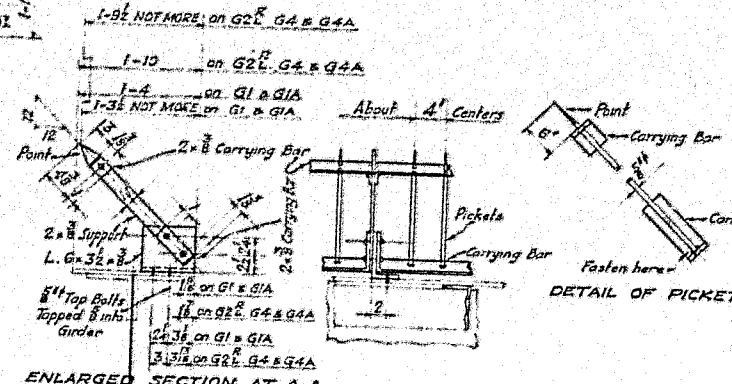
Compared

Approved



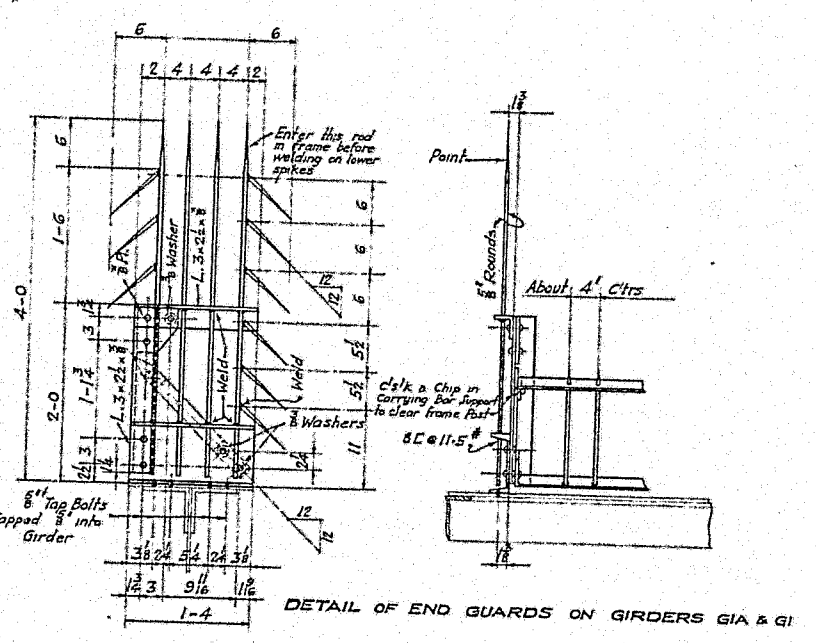
ONE FENCE AS SHOWN FOR GIRDER G1A
Do. Do. OPP. HAND Do. Do. G1

ONE FENCE AS SHOWN FOR GIRDER G2L
Do Do OPP. HAND Do Do G2R

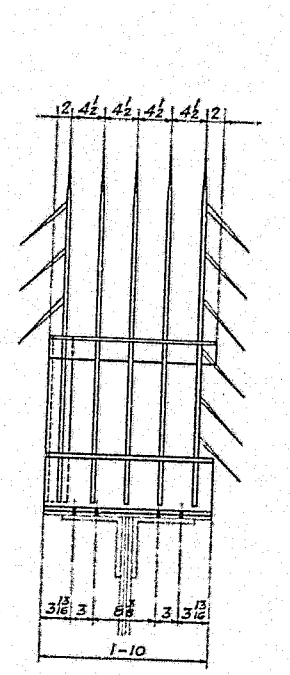


ENLARGED SECTION AT A-A

DETAILS OF SUPPORTS & CARRYING BARS FOR PICKETS

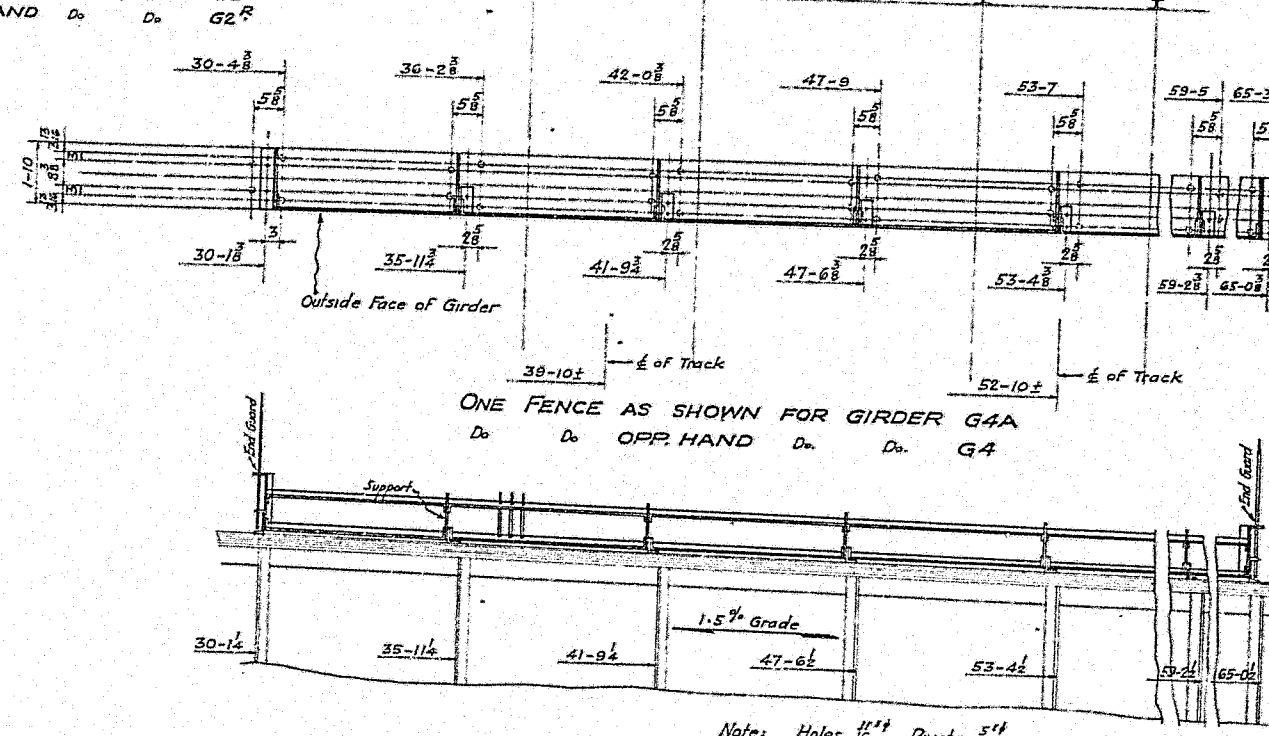


DETAIL OF END GUARDS ON GIRDERS G1A & G1



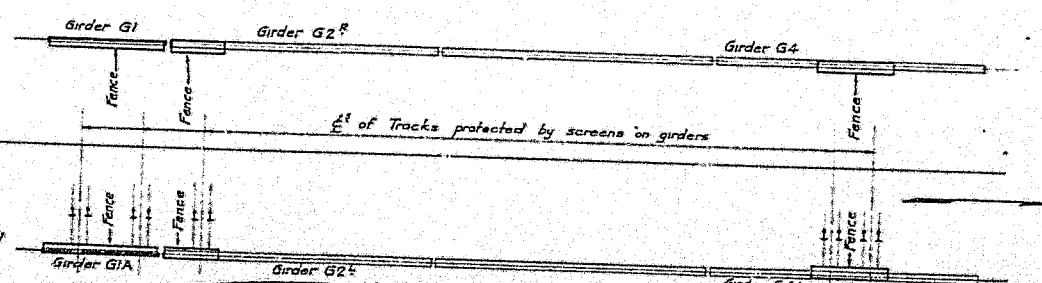
DETAIL OF END GUARDS ON GIRDERS G2L, G4 & G4A

Parts & Dimensions not shown or noted the same as for guards on girders G1 & G1A



ONE FENCE AS SHOWN FOR GIRDER G4A
Do Do OPP. HAND Do. Do. G4

Note: Holes 11/16" ϕ Rivets ⅝" ϕ
Present Rivets shown thus ○
All extension figures are to ends of respective girders



LOCATION PLAN

PHILADELPHIA, PA.

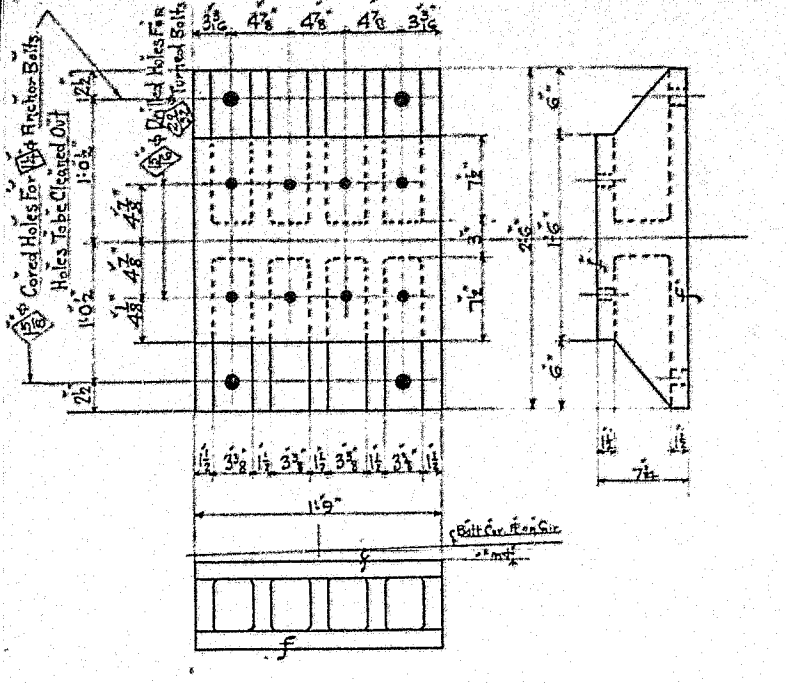
Office of Eng. Bridges & Bldgs.
Philadelphia Pa. Dec. 12th 1927.

A. R. Wilson — Eng. Bridges & Bldgs.
N. R. Ingert — Chief Eng. Bridges & Bldgs.
Chief Eng. Eastern Region

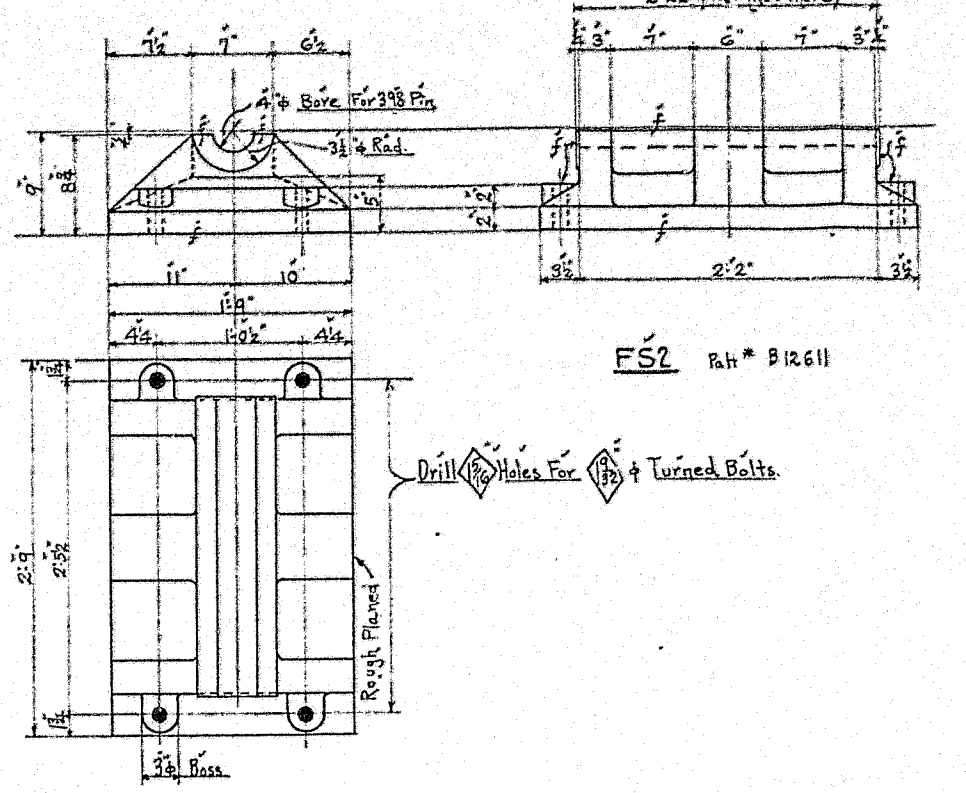
REVISIONS	SHEET 5 OF 5	23046

THE PENNSYLVANIA RAILROAD
P.T. DIV. MAIN LINE

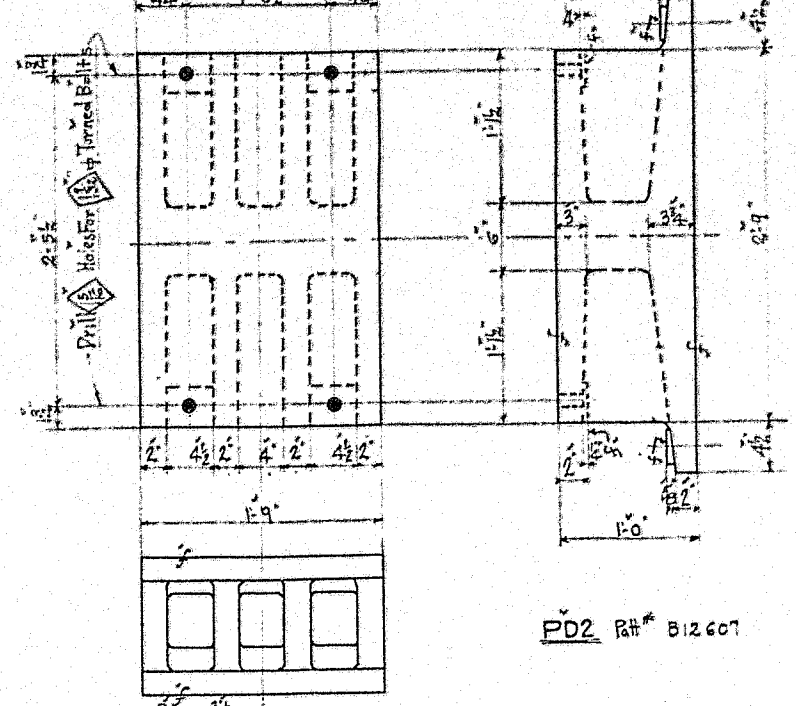
PROTECTION FENCE
ON
O.H. BRIDGE AT 59TH ST. (OVERBROOK)



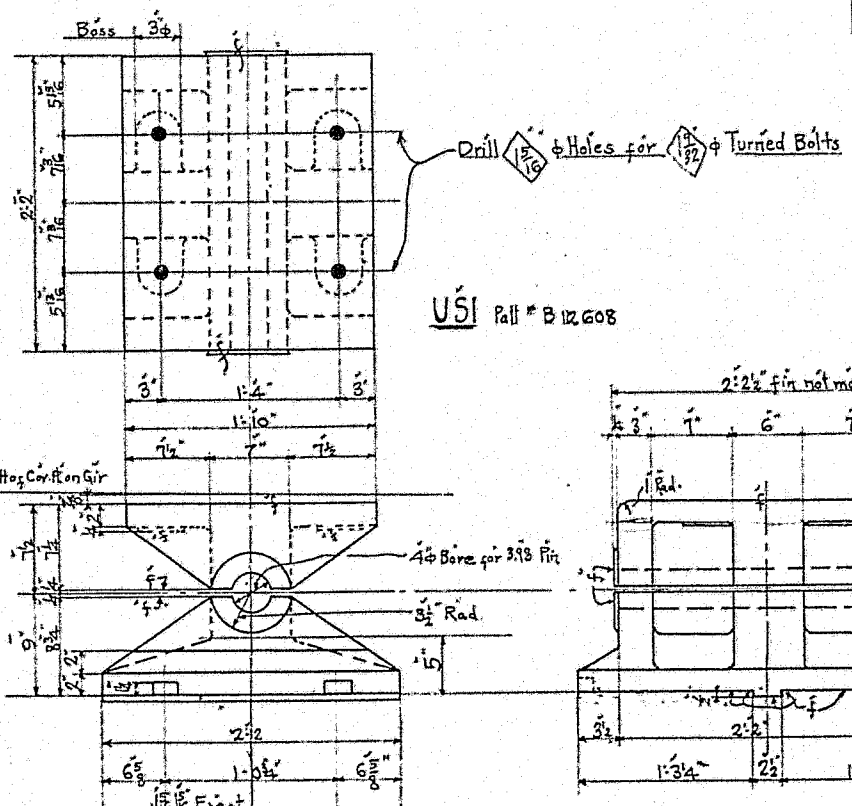
PD1 Patt* B12606



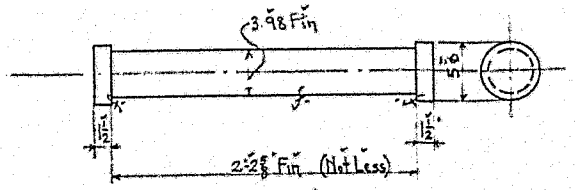
FS2 Patt* B12611



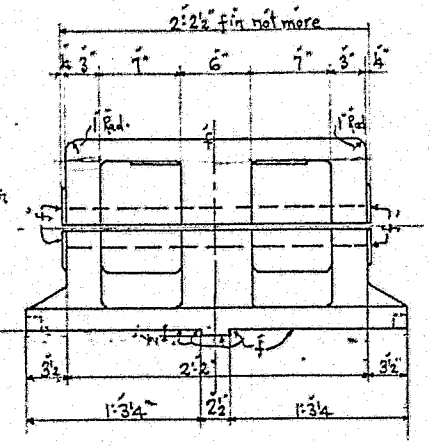
PD2 Patt* B12607



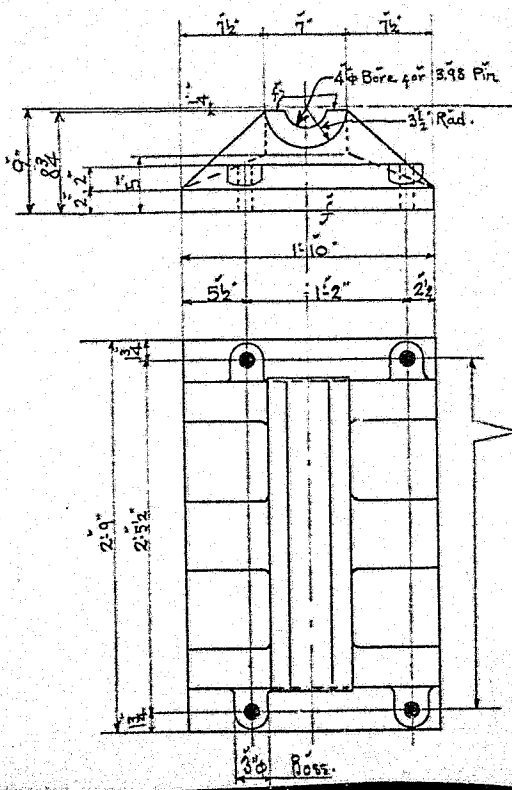
US1 Patt* B12608



Pin 3.98 Fin. x 2:5⅝" PP1 (4 in all or er)

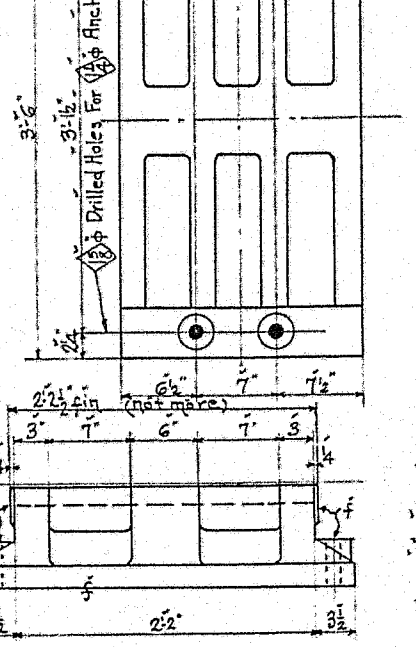


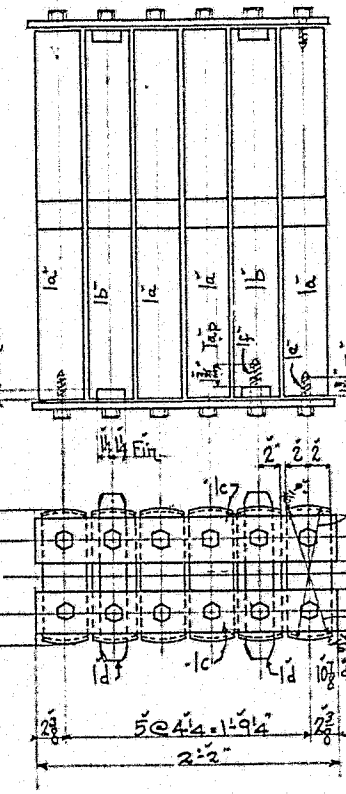
ES1 Patt* B12609



FS1 Patt* B12610

15/16" Drilled Holes For 1¼ Anchors

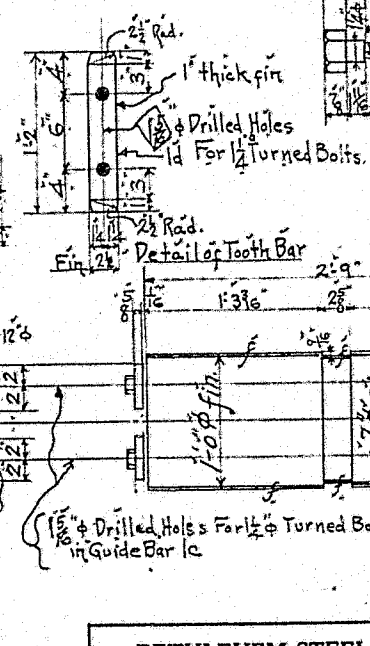




RN1

Material For One Roller

4- Rollers 12¼ x 4 x 29"
2- " 12¼ x 4 x 29"
4- Guide Bars 4 x ⅝ x 2:2"
4- Tooth Bars 2½ x 1 x 1:2"
8- Tap Bolts 1¼ (see sketch)
16- " " 1¢ "



Notes

Shop Paint :- One Coat of Boiled Linseed Oil.
For assembling and parts inaccessible after erection one heavy Coat of Red Lead in raw Linseed Oil.
Machined Surfaces One Coat of White Lead and Tallow.
Specifications P.R.R. Oct. 1th, 1916.
All Castings to be annealed.

Required

Cast Steel	4	Pedestals PD1
	2	" PD2
	12	Upper Shoes US1
	6	Expan. Shoes ES1
	4	Fixed Shoes FS1
	2	" FS2
	6	Roller Nests RN1
	12	Pins PP1

A.R. Ufford

Shop Bill - BS10.

BETHLEHEM STEEL
Bridge and Fabrication Dept.

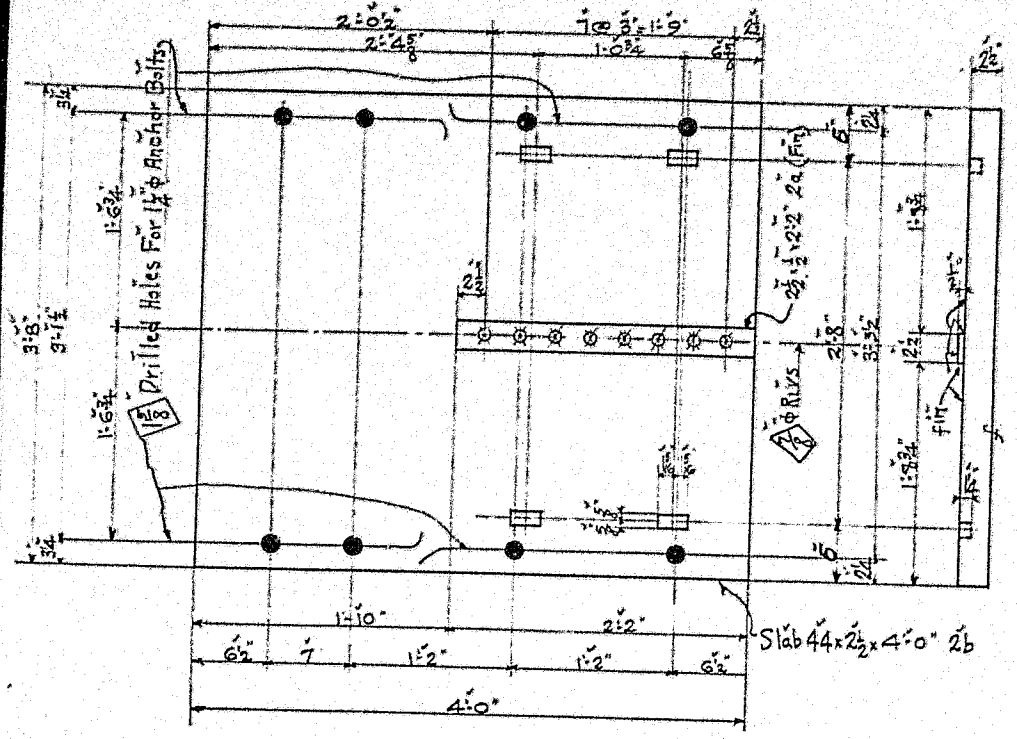
DETAIL OF Shoes, Roller
STRUCTURE O.H. Bridge 59th St
CUSTOMER P.R.R. System, Phila.

SHOP PAINT See Note
OPEN HOLES

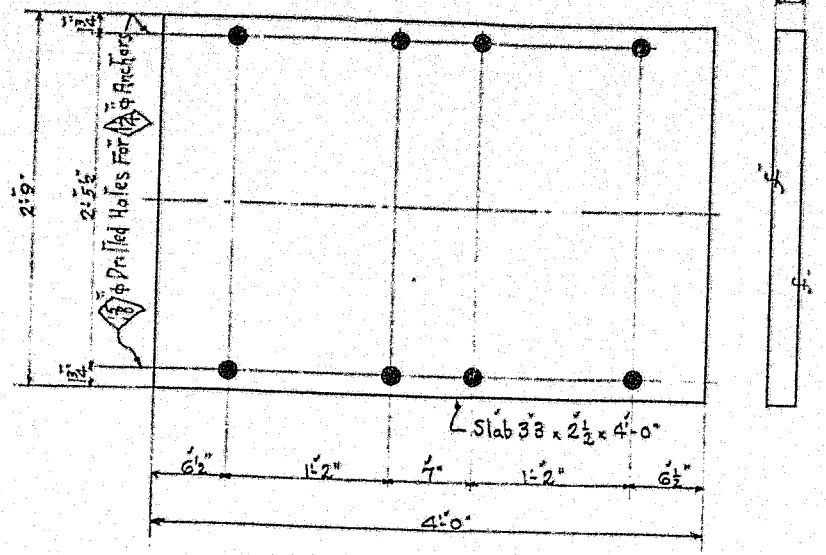
DRAWN BY	DATE	CHECKED BY	
J.H.Y.	12/10/26	J.H.	12-

REVISIONS	No.	DATE	BY	
	R1	1-5-27	G.E.W.	Left of PD1 mo

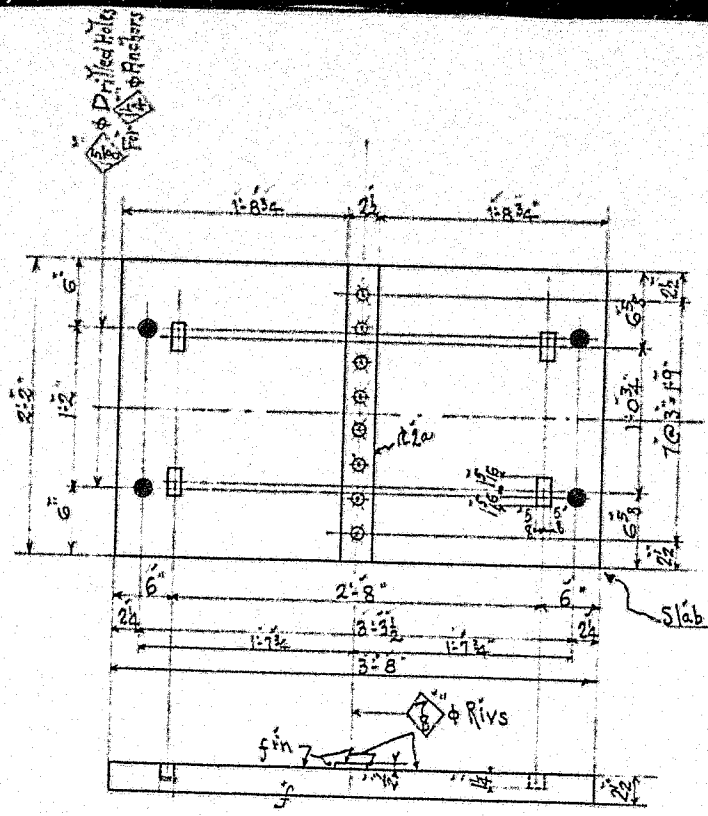
FILE-F 5547 CONT.-E.B



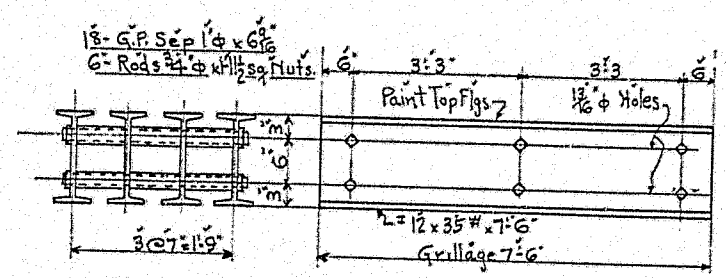
RP1



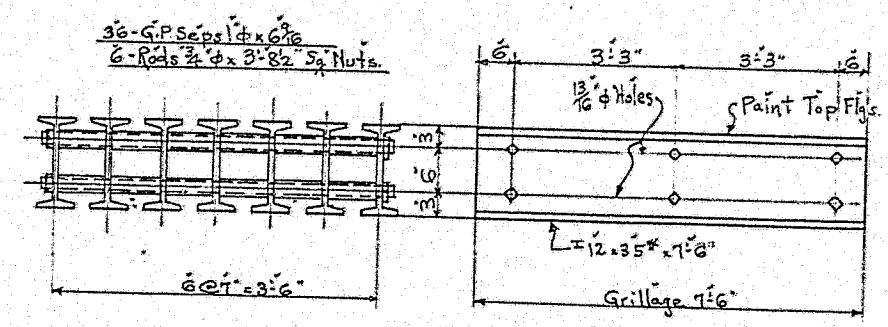
RS1



RP2



GB1



GB2

Notes.

Shop Paint:- One Coat boiled Linseed Oil.

Machined Surfaces:- One Coat White Lead and Tallow.

Specifications:- P.R.R. Oct. 1st., 1916.

Advance Bill #7

BETHLEHEM STEEL COMPANY

Bridge and Fabrication Dept. - - BETHLEHEM, PA.

DETAIL OF Roller Rs, Slabs + Grillages

STRUCTURE O.H. Bridge 54th St. Overbrook Phila Pa

CUSTOMER P.R.R. System Phila. Term Div. Maintine

SHOP PAINT See Note

RIVETS ¾" ϕ OPEN HOLES As Noted

DRAWN BY	DATE	CHECKED BY	DATE	SQUAD
J.H.N.	12/11/26	J.H.	12-13-26	G.E. Warren

REVISIONS	No.	DATE	BY	DESCRIPTION

FILE-F 5547 CONT.-E B4009 DWG. #2

Requ

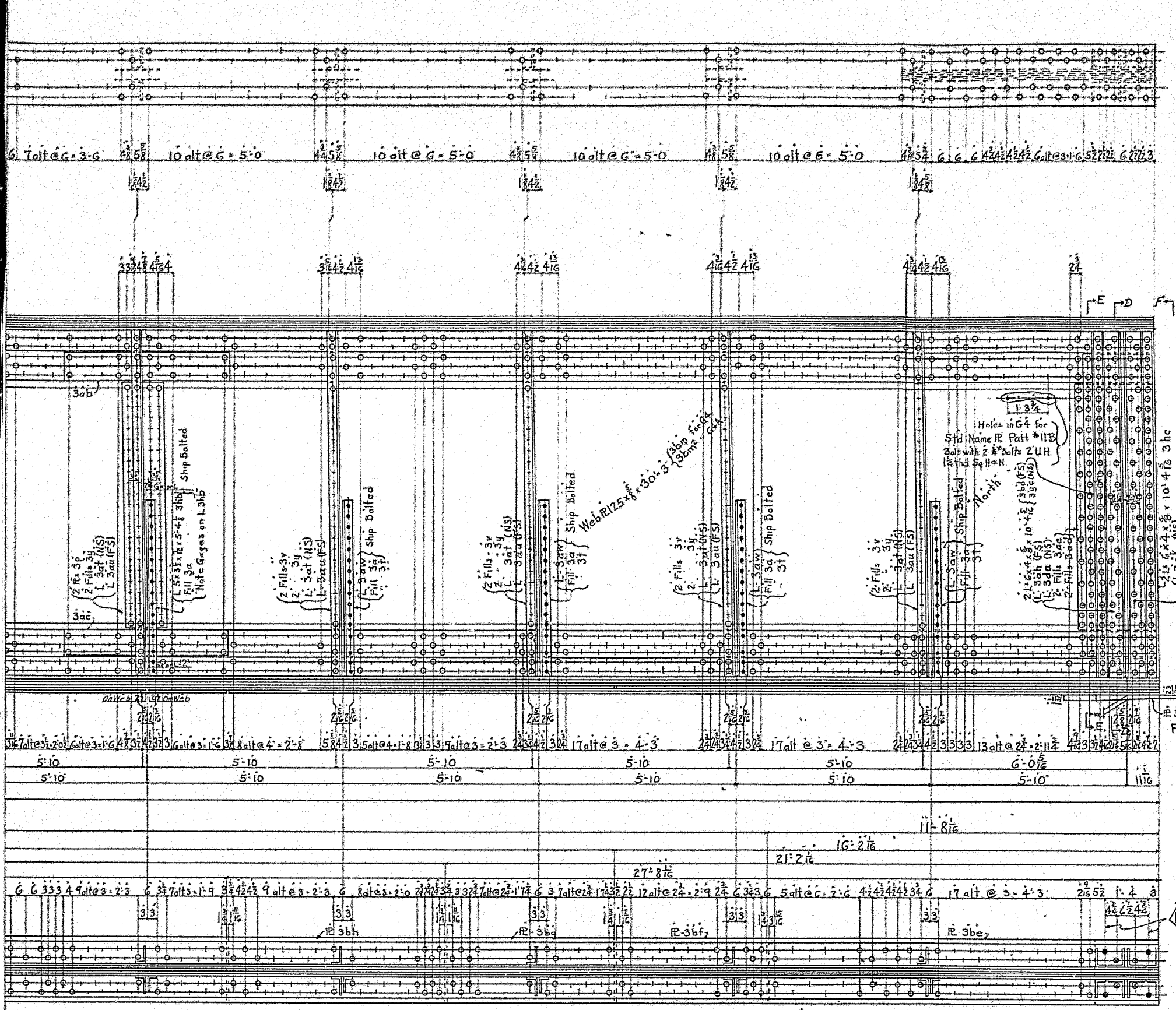
2- Roller R

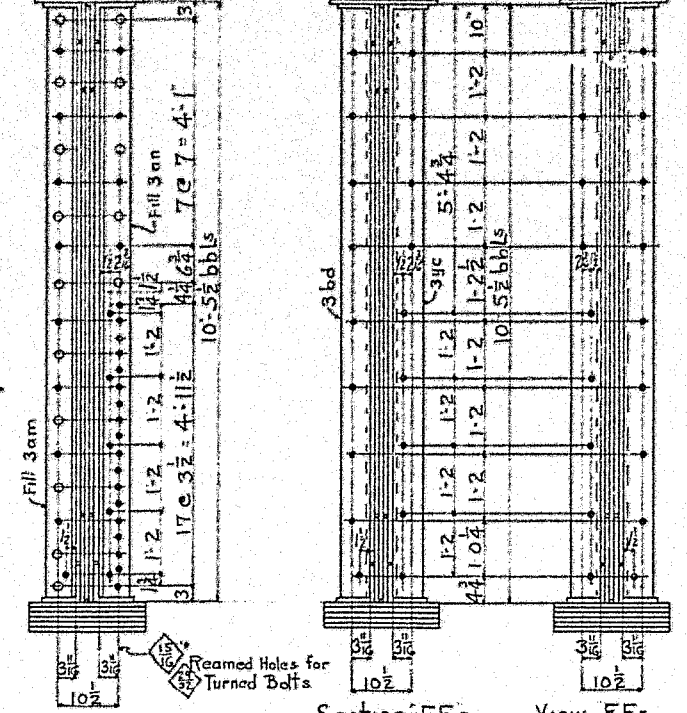
4- "

2- Slabs

4- Grillage

4- "





Notes

Rivets ⅞" — Holes 13/16" Unless noted
Holes in material over ½" thick to be punched ⅝" small and reamed to size while assembled.
All field connections except for lateral and sway bracing to be sub punched and reamed to an iron templet 1" thick or assembled and match marked.
Mill and shop inspection by G.W. Whiteman, Chief Inspector, Broad St Station, Phila. Pa.
Specifications - PRR Oct 1, 1916
Shop Paint - None except for assembling and parts inaccessible after erection one heavy coat of Red lead in raw linseed oil.

Reqd List
One Girder G4 As Shown
One Girder G4A Opp of Shown
One Name PL Patt #11B for G4

BETHLEHEM STEEL COM
Bridge and Fabrication Dept.

DETAIL OF Girders G4. 8
STRUCTURE O.H. Bridge 59th Overbroo
CUSTOMER PRR System Phila Terminal

SHOP PAINT See Note

RIVETS	OPEN HOLES	UN

DRAWN BY	DATE	CHECKED BY	DATE
P.B.S.	12-18-26	[illegible]	1/4/26

REVISIONS	No.	DATE	BY	DESCRIPT

FILE F5547 CONT. EB4009

Adv Bills 1-2-5-6-9

Slots 15/16 x 2 1/2 in PL 4 ca
5/8" Holes in Gdr.

PL 22 x 1/2 x 1'-4 1/2 4 ca (Bent)
Ship Bolted

8 alt @ 6 = 4-0 | 10 alt @ 6 = 5-0 | 10 alt @ 6 = 5-0 | 10 alt @ 6 = 5-0 | 10 alt @ 6 = 5-0 | 5 alt @ 6 = 2-6

2 PLs 10 x 5/8 x 4'-8 1/2 4 cc

2 PLs 4 cc

Web PL 125 x 5/8 x 30-5 4 by (obt)

L 4 w³ (NS) L 4 y⁵ (FS) 2 Fills 4 u 2 PLs 15 x 5/8 x 7'-4 3/4 4 au Ship Bolted
L 4 aa³ Fill 4 m
L 4 w⁴ (NS) L 4 y⁴ (FS) 2 Fills 4 t 2 " 4 u Ship Bolted
L 4 aa⁴ Fill 4 K Fill 4 m
L 4 w⁵ (NS) L 4 y⁵ (FS) 2 Fills 4 t 2 " 4 u Ship Bolted
L 4 aa⁵ Fill 4 K Fill 4 m
L 4 w⁶ (NS) L 4 y⁶ (FS) 2 Fills 4 t 2 " 4 u Ship Bolted
L 4 aa⁶ Fill 4 K Fill 4 m
L 4 w⁷ (NS) L 4 y⁷ (FS) 2 Fills 4 t 2 " 4 u Ship Bolted
L 4 aa⁷ Fill 4 K Fill 4 m
2 Fills 28 x 5/8 x 9 1/2 4 av (FS)
25 x 5/8 x 9 1/2 x 10'-4 4 av (NS)
2 Ls 6 x 4 x 5/8 x 10'-4 4 aw (NS)
2 Ls 6 x 4 x 5/8 x 10'-4 8 ax (FS)
2 Ls 6 x 4 x 5/8 x 10'-4 8 bp (NS) 4 cg (FS)
2 Ls 6 x 4 x 5/8 x 10'-4 1/2 4 bn (NS) 4 bt (FS)

On Web 28 28 On Web

8 alt @ 3 3/4 = 2'-6 | 7 alt @ 3 = 1'-9 | 10 alt @ 3 3/4 = 3'-1 1/2 | 8 alt @ 4 = 2'-8 | 10 alt @ 3 = 2'-6 | 19 alt @ 3 = 4'-9 | 19 alt @ 3 = 4'-9 | 17 alt @ 3 = 4'-3
5'-10 | 5'-10 | 5'-10 | 5'-10 | 5'-10 | 5'-10 | 5'-10 | 6'-2 1/4 | 6'-0"

11'-9 3/4 PL 4 ba
16'-3 3/4 PL 4 bc
21'-3 3/4 PL 4 be
27'-9 1/4 PL 4 bg

6 | 6 4 1/2 | 4 4 1/2 | 4 9 alt @ 3'-2'-3 | 6 3 3/4 | 7 alt @ 3'-1'-9 | 3 3/4 | 4 4 1/2 | 7 alt @ 3'-2'-3 | 6 | 8 alt @ 3'-2'-0 | 2 2 1/4 | 2 4 3/4 | 3 3 3 | 7 alt @ 2 1/4 - 1'-10 | 6 | 3 7 alt @ 2 1/4 - 1'-7 3/4 | 3 2 2 1/2 | 3 alt @ 2 1/4 - 2'-11 3/4 | 6 3 3/4 | 6 alt @ 6 = 3'-0 | 4 alt @ 4 1/2 - 1'-6 3/4 | 6 4 1/2 | 17 alt @ 3 = 4'-3 | 5 1/2 | 1'-4 | 3 | 4 3/4 | 6 1/2 | 4 3/4 | 1 3/4 | 4

"North"

A — E — A

Sole PL 24 x 15/32 x 3/32 x 1'-10 4 cf (beveled)
Planed from 24 x 1/2 x 1'-10"

1'-11 1/2

L 4 eb 4 ed 7 el 7'-4 1/2

L 4 bn
L 4 bt
PL 7 x 3/8 x 10'-3 1/2 4 eb 4 ed 7 el 7'-4 1/2
74 1/4 64
10-5 2 bls
L 4 x 3 x 3/8 x 10'-3 1/2 4 bp (NS) 4 cg (FS)
PL 7 x 3/8 x 10'-3 1/2 4 bn (NS) 4 bt (FS)
8 @ 7 = 4'-8
18 Perm Bolts 1 x 1/2 Hex Hd & Nut
4 22 5 5/8
4 bm
4 ay
1'-2 | 1'-2 | 1'-2 |

BETHLEHEM STEEL COMPANY

Bldgs and Fabrication Dept. — BETHLEHEM, PA.

DETAIL OF Gallery G2F — 897 Tons

STRUCTURE Oil Bldg. — 54th St. Ore Unloading Plt. Ba

CUSTOMER PRR System Coal Terminal Dr Main Line

SHOP PAINT See Note

HEIGHTS	OPEN HOLES	UNLESS NOTED
DRAWN HT	DATE	CHECKED HT	DATE	SCALE
J.E.M.	12-28-26	P.P.S.		1-4"=1'-0"

VISIONS			
No.	DATE	BY	DESCRIPTION

FILE- F5547 CONT.- E34009 DWG. 5

Notes-

Rivets $\frac{7}{8}$"dia., Open Holes $\frac{15}{16}$"dia unless Noted
Holes in material over $\frac{1}{2}$" thick to be punched
$\frac{1}{8}$" small and reamed to size while assembled
All field connections except for lateral and Sway bracing to be Sub-punched and reamed to an iron template 1/16" thick or assembled and match-marked.
Mill and Shop inspection by
G.W. Whiteman, Chief Inspector
Broad St. Station, Phila., Pa.

Specification:- PRR Oct 1, 1916.
Shop Paint:- None except for assembling and parts inaccessible after erection one heavy coat of Red Lead & 1 pt. Linseed oil

Adv. Bill # 1956-9.

Required Holes
Same Size
Turned Bolts

Equalized List
One Girder G2F
One Girder G2E

End View

Section D-D

Section E

Skip Bolted

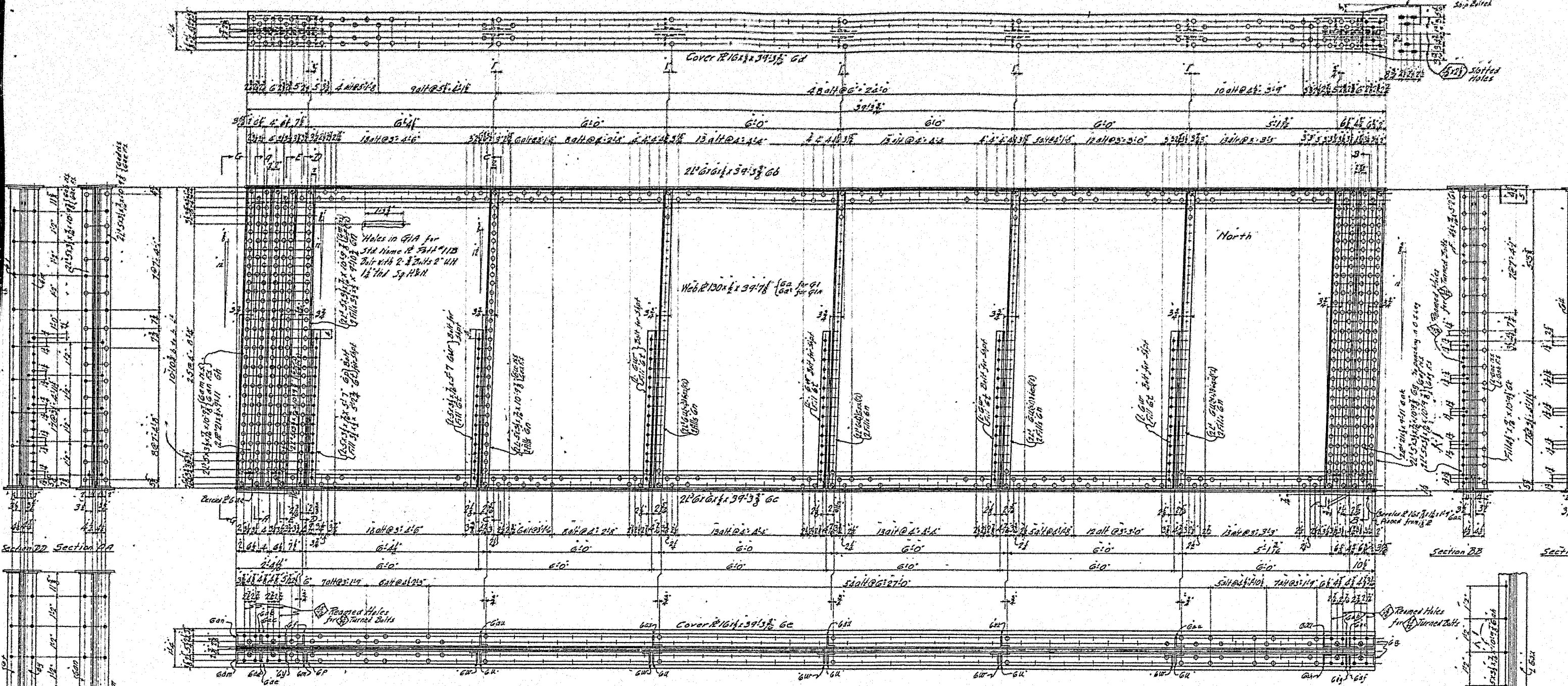
Skip Bolted

Skip Bolted

Skip Bolted

"North"

"North"



Girder G1 & G1A

Required List
One Girder G1 as shown
one Girder G1A opp of shown
one Name Pl Fatt "11B for G1A

Notes:-
Rivets 7/8" dia, Open Holes 15/16" dia, Unless Noted
Holes in material over 3/4" thick to be punched 2" small and reamed to size while assembled.
All field connections except for lateral and sway bracing to be sub-punched and reamed to an iron templet 1" thick or assembled and match-marked.
Mill and Shop inspection by G.W. Whiteman, Chief-Inspector Broad St. Station, Phila., Pa.
Specification:- PRR Oct 1, 1916.
Shop Paint:- None except for assembling and parts inaccessible after erection one heavy coat of Red lead in raw linseed oil.

BETHLEHEM STEEL COMP
Bridge and Fabrication Dept.

DETAIL OF Girder G1 39'5
STRUCTURE Q.H. Bridge, 54"Cl. Of Occup
CUSTOMER PRR System Phila. Term

SHOP PAINT See Note
RIVETS OPEN HOLES UNI

DRAWN BY	DATE	CHECKED BY	DATE
REM	12-15-26	P.Bel	12-31-26

REVISIONS	No.	DATE	BY	DESCRIPTI
	R1	12-27	REM	Length of Stiff. Changed

FILE-F5547 CONT.-E.B.21009

1-L 6x6x4x52'-11½") 7bm " FB5
1-L 8x6x¾x52'-11½") 7bn " FB5 (Bolt for Shipt)
1-L 8x6x¾x52'-11½") 7bp " FB6 (" " ")
1-L 6x6x¾ 52'-11½") 7bt " FB7
1-L 6x5½x¾ 52'-11½") 7bu " FB8 cut from 6x6
1-L 8x6x¾ 52'-11½") 7bv " FB9 (Bolt for Shipm
1-L 6x5½x¾ 52'-11½") 7bw " FB10 cut from 6x6

PL 14x⅝x60'-0 7ba

PL 14⅛x⅝x48'-0 7aw

PL 14x½x32'-0" 7aw

PL 12x½x1'-2 7an (Cut)

5'-2 3/16"

13'-0 7/16" P.T. to P.T.

22'-0"

R2

R2

Open Holes For FB5-6-9

Open Holes For FB1-3-6-7-9

69 1½ c. to c. End Holes

9'-0"

4'-0"

Bend Line

W.P. Bkg.

Cut from 6x6 Line

Open Holes For FB5-6-9

1-L 6x5½x¾x1'-3½ 7av For FB5
1-L 6x6x¾x1'-3½ 7au "Others"

1-L 6x3½x¾x1'-3 7at

1-L 6x4½x¾x1'-3 7ap (Cut from 6x6)

1-L 6x4½x¾x1'-3 7ay (cut from 6x6)

18'-4 5/16"

1-L 7ak For FB5-8-10
1-L 7ak "Others"

1-L 6x6x¾x1'-3 7ak For FB1-3-6-7-9

1-L 6x5x⅝x1'-3 7ah For FB5-8-10 (Cut 6x6)

Open Holes For FB5-6-9

Reamed Holes for Turned Bolts.

PL 20x¾x5'-3¾ 7af (Bolt for Shipt)

1-Fill 3½x⅝x2'-11½ 7ma

1-L 3½x3½x⅝x3'-10⅞ 7mc F.S.

2-L 6x6x⅝x68'-10 7e (Bent)

PL 54x½x32'-11¾ 7a

7ca F.S.
7bc

7ca F.S.
7bc

1-L 3½x3½x⅜x4'-3¾ 7v

1-L 3½x3½x⅜x4'-1¾ 7w

1-L 3½x3½x⅜x1'-2½ 7k

1-Fill 3½x⅝x3'-6" 7bc (Cut)

1-L 3½x3½x⅜x4'-5¼ 7v (Cut)

1-L 3½x3½x⅜x4'-5¼ 7w (Cut)

1-L 3½x3½x⅜x1'-9" 7ad (Bolt for Shipt)

1-L 3½x3½x⅜x1'-6" 7bh (Cut)

1-Fill 3½x⅜x2'-0¾ 7bf (Cut)

1-Fill 3½x⅜x1'-9½ 7bb (Cut)

1-L 3½x3½x2'-6⅝ 7v

1-L 3½x3½x⅜x1'-9½ 7bd (Cut)

1-Fill 3½x⅜x1'-7 7bd (Cut)

1-L 3½x3½x⅜x2'-3¾ 7ac

1-Fill 3½x⅜x1'-6 7bf

1-L 3½x3½x⅜x1'-6 7aa

1-L 3½x3½x⅜x1'-3½ 7bc (Cut)

1-Fill 3½x⅜x1'-0 7bb

1-L 3½x3½x⅜x1'-0 7aa

1-L 3½x3½x⅜x9" 7ad (Bolt for Shipt)

1-7bf
1-7bb
1-7v

1-7bf
1-7bb
1-7v

17@3½=4'-11½

10@3"=2'-6

6@2¼=1'-1½

8@3"=2'-0"

12@3"=3'-0"

12@3¾ alt.=3'-9"

12@3¾ alt.=3'-9"

12@3¾ alt.=3'-9"

12@4"=4'-0"

Note Break in Sta

2'-0" ℄ Splice

3'-10"

5'-8"

3'-8"

4'-9½"

33'-0" Splice to Splice

4'-9½"

5'-3½"

2'-2½"

2'-1½"

70'-0" c. to c. Girders.

2-L 6x6x⅝x67'-11½ 7c

5 sym. abt ℄

4'-0½"

2@3"=0'-6" 3@3½=0'-10½" 4@3¾=1'-3" 4½ 5¼ 6 5¾ 6 5¾ 6 5¾

PL 14 x 5/8 x 60'-0" 7ba

PL 14 x 5/8 x 48'-0" 7az

PL 14 x 1/2 x 32'-0" 7aw

PL 12 x 1/2 x 1'-2 7an

Riv. Spacing Top Flg. Same As FB5 Sheet #7

13'-0 7/16" P.to Bend Line

Bend Line

W. P. Fillet 1/2

69'-1 1/2" c.to.c. End Holes.

5/16" 12

1:10

2 - PL 13 x 1/2 x 2'-8 1/4 7ab

2 - 3 1/2 x 3 1/2 x 5/16 x 10'-5 1/2 7m

2 - 6 x 6 x 5/8 x 68'-10" 7e (Bent)

PL 54 1/2 x 37/16 x 37'-11 3/4" 7a

2 - 3 1/2 x 3 1/2 x 3/8 x 14'-3 3/4" 7y

2 - 3 1/2 x 3 1/2 x 3/8 x 4'-11 3/8" 7w

2 - 3 1/2 x 3 1/2 x 3/8 x 1'-2 1/2" 7k

2 - 3 1/2 x 3 1/2 x 5/16 x 1'-7 7t

2 - PL 19 x 3/4 x 3'-6 7p

2 Fills 3 1/2 x 1/4 x 3'-6" 7bc

2 - 3 1/2 x 3 1/2 x 3/8 x 4'-5 3/4 7u

2 Fills 3 1/2 x 1/4 x 7'-0 3/4 7bg

2 - 3 1/2 x 3 x 5/8 x 7'-6 5/8 7v

2 Fills 3 1/2 x 1/4 x 3'-6" 7bf

2 - 3 1/2 x 3 x 3/8 x 1'-9 1/2 7bb

2 Fills 3 1/2 x 1/4 x 1'-6" 7bh

2 - 3 1/2 x 3 1/2 x 5/16 x 1'-8 1/2 7be

2 - 3 1/2 x 3 x 3/8 x 2'-0 7aa

2 Fills 3 1/2 x 1/4 x 1'-6" 7bg

2 - 3 1/2 x 3 1/2 x 5/16 x 1'-7 7bd

1 - 3 1/2 x 3 x 5/16 x 2'-3 1/4 7ac

1 - PL 14 x 5/8 x 60'-2 3/4 7h

1 - PL 14 x 5/8 x 48'-0" 7g

1 - PL 14 x 1/2 x 32'-0" 7s

2 - 6 x 6 x 5/8 x 67'-11 1/2 7a

1:04 | 1 13/16 | 3'-10" | 3'-8" | 3'-8" | 4'-9 1/2" | 4'-9 1/2" | 4'-9 1/2" | 5'-3 3/4" | 2'-2 1/8"

2'-0" | ℄ Splice | 33'-0" Splice to Splice

70'-0" c.to.c. Girders

Sqr. cut ℄

Bott. View Same As FB5 on Sheet #7

FB4

69'-3 1/4" c.to.c. End Holes.

2 - 6 x 6 x 5/8 x 69'-1 1/2 7d Bent

2 - PL 7ab

2 - 7m

Parts Not Shown Same As FB4 Between Lines X-X

2 - 6 x 6 x 5/8 x 68'-7 7b

Bott. view Same As FB1 Sh #1

FB2

Required

5 - Floor Beams FB2

42 - " " FB4

Camber Diagram

—Notes—

Rivets 7/8" — Open Holes 15/16" ℄

Holes in material over 5/8" thick to be punched 3/16" small & reamed to size while assembled.

All field conns. except for lateral & sway bracing to be sub-punched & reamed to as iron templet 1" thick or assembled & match marked.

Mills Shop Inspection by S.W. White assn. Chief Inspector Broad St. Station Phila. Pa.

Specifications P.R.R. Oct 1st 1916.

Shop Paint:- None except on assembling & parts inaccessible after assembly to be painted with Red Lead Linseed Oil

Work this Dwg. with Dwg. #7

Advance Bills #4-#6-#10

BETHLEHEM STEEL COMPANY

Bridge and Fabrication Dept. — BETHLEHEM, PA.

DETAIL OF Floor Beams

STRUCTURE O.H. Bridge 59th Overbrook Phila. Pa.

CUSTOMER P.R.R. System Phila. Term. Div. Main Line

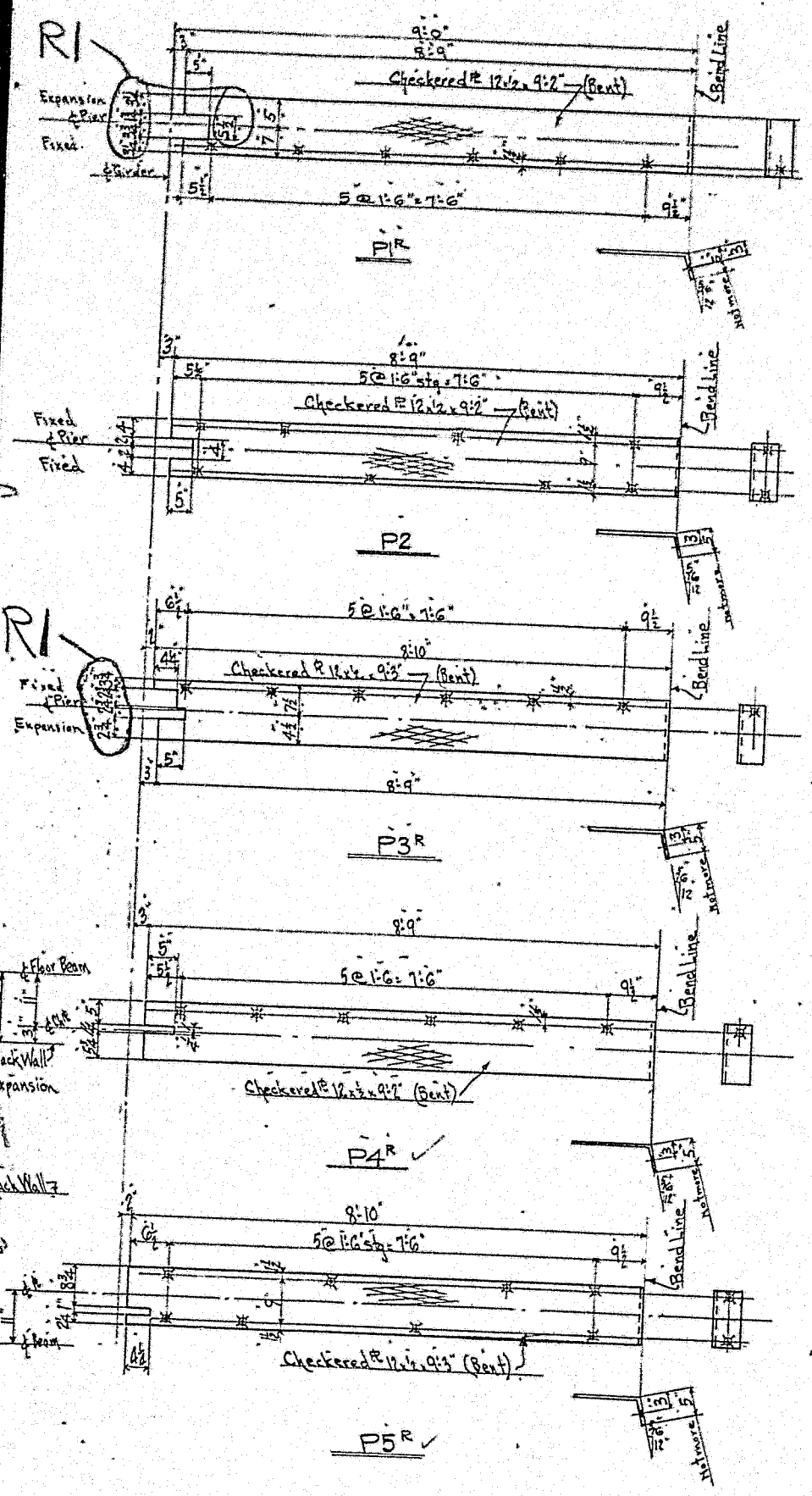
SHOP PAINT See Note

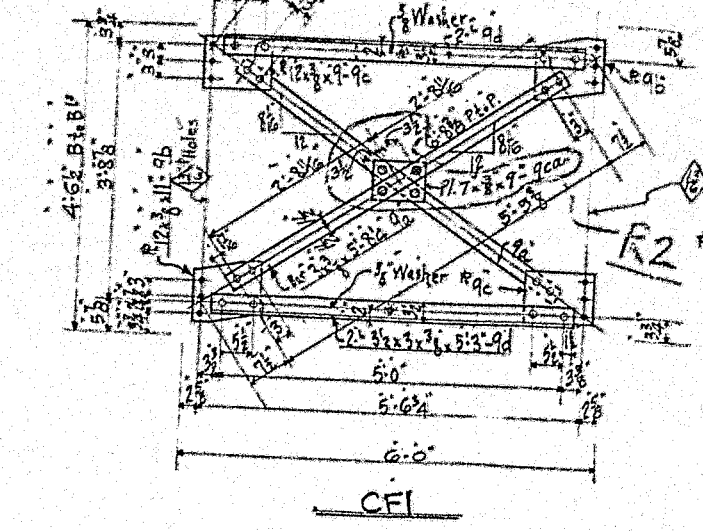
RIVETS — OPEN HOLES — UNLESS NOTED

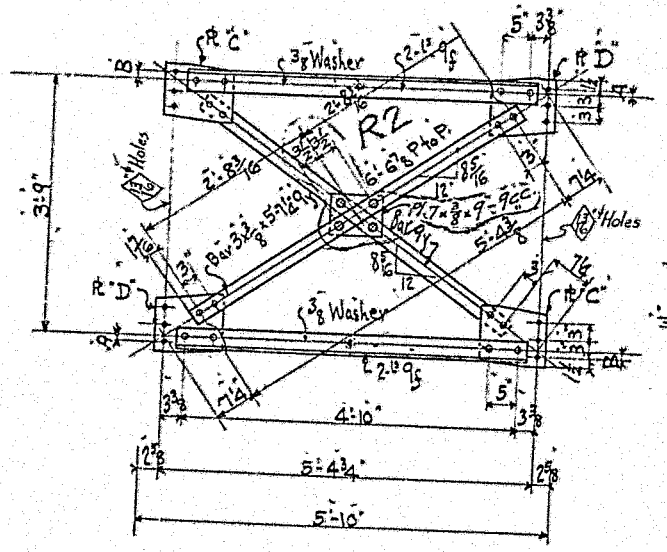
DRAWN BY	DATE	CHECKED BY	DATE	SQUAD
T.H.N.	12/22/26	F.D.S	12-27-26	Waverly

REVISIONS	No.	DATE	BY	DESCRIPTION
	R1	1/24/27	G.E.W.	Camber changed from 2" to 2 1/2"

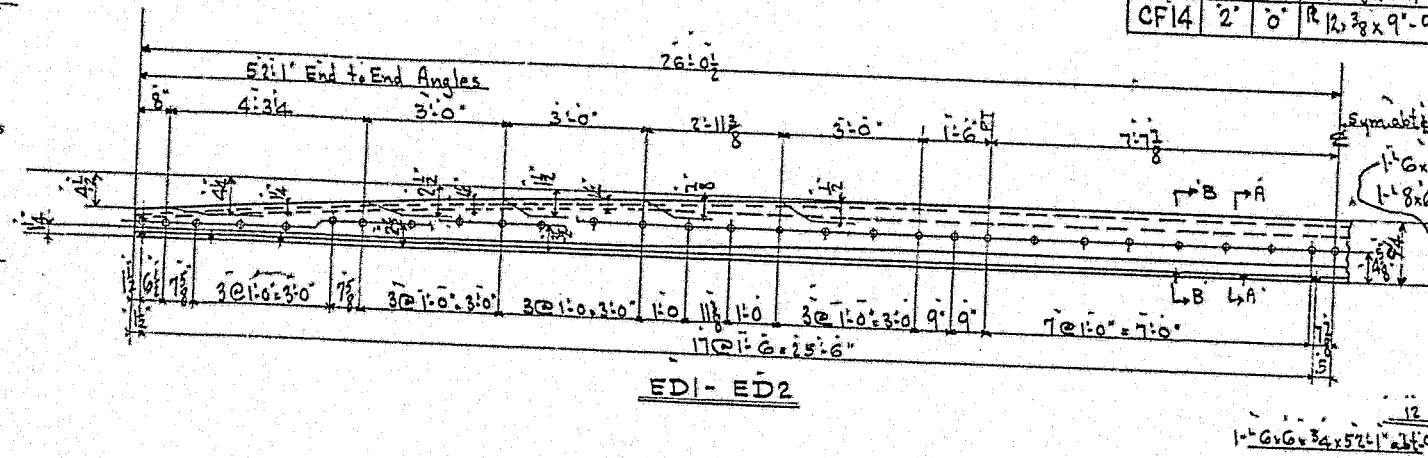
FILE F5547 CONT.-EB4009 DWG #8







Mark	A	B	Plate "C"	Plate "D"
CF6	1'8	7/8	R 9 1/2 x 3/8 x 11 1/2 - 9ab	R 10 x 3/8 x 11 1/2 - 9am
CF7	1 15/16	1 1/16	R 9 1/2 x 3/8 x 11 1/2 - 9ac	R 10 x 3/8 x 11 1/2 - 9ap
CF8	1'4	3/4	R 9 1/2 x 3/8 x 11 1/2 - 9ad	R 10 x 3/8 x 11 1/2 - 9aq
CF9	1 1/2	1/2	R 9" x 3/8 x 11 1/2 - 9ag	R 10 x 3/8 x 11 1/2 - 9au
CF10	1 5/8	3/8	R 9' x 3/8 x 11 1/2 - 9ah	R 10 1/2 x 3/8 x 11 1/2 - 9av
CF11	1 13/16	3/16	R 9" x 3/8 x 11 1/2 - 9ai	R 10 1/2 x 3/8 x 11 1/2 - 9aw
CF13	1'8	1/8	R 9" x 3/8 x 11 1/2 - 9ak	R 10 1/2 x 3/8 x 11 1/2 - 9ax
CF15	1 7/16	9/16	R 9 1/2 x 3/8 x 11 1/2 - 9an	R 10 x 3/8 x 11 1/2 - 9ay
CF3	1'	1'	R 10 x 3/8 x 11 1/2 - 9aa	R 9aa



Mark	A	B	Plate "C"
CF4	1'	1"	R 12 x 3/8 x 10'-0
CF5	1 3/16	5/16	R 12 x 3/8 x 9'-3
CF12	3/16	1 13/16	R 12 x 3/8 x 10'-3
CF14	2"	0"	R 12 x 3/8 x 9'-0

Notes

Rivets 7/8 ϕ - Open Holes 15/16" ϕ except where noted otherwise.

Holes in material over 5/8" thick to be punched 3/16" small & reamed to size while assembled

All field Conns. except for lateral & sway bracing to be sub-punched & reamed to an iron templet 1" thick or assembled & match marked

Mill & Shop Inspection by G.W. Whiteman Chief Inspector Broad St. Station Phila Pa.

Specifications P.R.R. Oct. 1st. 1910

Shop Paint:- None except for assembling & parts inaccesible after erection one heavy coat Red Lead in raw Linseed Oil

Required List

Nos	Description	Mark	Remark
One	Checkered R	P1R	
One	" "	P1L	
2	" "	P2	
One	" "	P3R	
One	" "	P3L	
One	" "	P4R	
One	" "	P4L	
One	" "	P5R	
One	" "	P5L	
24	Cross Frames	CF1	
60	" "	CF2	
12	" "	CF3	
4	" "	CF4	
4	" "	CF5	
16	" "	CF6	
12	" "	CF7	
12	" "	CF8	
16	" "	CF9	
12	" "	CF10	
12	" "	CF11	
4	" "	CF12	
4	" "	CF13	
4	" "	CF14	
8	" "	CF15	
One	End Dam	ED1	
One	" "	ED2	

FILE-F5547 CONT.-EB4009

Advance Bill #8

BETHLEHEM STEEL CO

Bridge and Fabrication Dept.

DETAIL OF Checkered & Cross Frames

STRUCTURE O.H. Bridge 54th Overbrook

CUSTOMER P.R.R. System Phila. Term

SHOP PAINT See Note.

RIVETS OPEN HOLES

DRAWN BY	DATE	CHECKED BY	DATE
J.H.N.	12/31/16	PBd	1-5-17

No.	DATE	BY	DESCRIPTION
R1	1/24/17	Koper	Changed dimensions

BETHLEHEM STEEL COMPA

Bridge and Fabrication Dept.

DETAIL OF Erection Diagram & Anchor Bol

STRUCTURE Off Bridge 5th St Overhead

OUSTOMER PEK System Mile Tern Div Main

SHOP PAINT

RIVETS OPEN HOLES UNLESS

DRAWN BY	DATE	CHECKED BY	DATE
E.J.S	12/17/26	T.S.K.Y.	1/13/26

NO.	DATE	BY	DESCRIPTION

REVISIONS

E5547 E R4009

Anchor Bolts furnished by B.S. + set by others.

Anchor Bolt Plan

Section DD

Section BB

Sect. CC

Sect. RR

59th St

To Hoboken

PENNSYLVANIA PUBLIC UTILITY COMMISSION
TESTIMONY OF THE
NATIONAL RAILROAD PASSENGER CORPORATION
DOCKET I-830373

Investigation upon the Commission's own motion into matters pertaining to the proper service, accommodation, convenience and safety of the traveling public using the Rail-highway crossing carrying 59th Street over and above the grade of the tracks of National Railroad Passenger Corporation in the City of Philadelphia, to determine the condition, disposition and responsibility for maintenance of the existing crossing structure.

RECEIVED
AUG 23 1983
SECRETARY'S OFFICE
Public Utility Commission

Q. Please state your name and address.

A. My name is Richard H. Cooper. My address is Room 1445, Suburban Station Building, 1617 J. F. Kennedy Boulevard, Philadelphia, Pennsylvania 19103.

Q. By whom are you employed and in what capacity?

A. I am employed the the National Railroad Passenger Corporation, also know as Amtrak, as the Senior Engineer - Public Projects.

Q. Are you authorized to testify for Amtrak in this matter before the Commission today?

A. Yes, I am.

Q. In June of this year, the Commission with the notice of this hearing, distributed questions to be answered by the

I-830373
NRPC Statement 1
Phila 8-15-83

respective parties in this investigation. Did Amtrak receive those questions, and if so, are you ready to give the answers.

A. Yes, we received those questions, to which I personally prepared the answers. I am now ready to give those answers.

Q. This first question, number 12 reads:

12. National Railroad Passenger Corporation (hereinafter AMTRAK) submit testimony as to the exact corporate name of the owner and operator of the line of railroad involved at the subject rail-highway crossing.

A. The National Railroad Passenger Corporation with corporate headquarters in Washington, D.C is the owner and operator of the railroad beneath the 59th Street bridge, which is the subject rail-highway crossing.

Q. Number 13 reads:

13. AMTRAK submit testimony stating the number of tacks presently located at the crossing site and whether any track is electrified; state the volume, class and approximate speed of all trains operated daily over these tracks; and state whether any changes in such operations are contemplated in the foreseeable future.

A. There are presently 13 tracks under the 9th Street Bridge. Of the 13 tracks, 11 tracks have electric catenary facilities overhead. Amtrak, SEPTA and Conrail run their own equipment over these tracks. Amtrak runs approximately 30 passenger trains per day at speeds to 70 mph. SEPTA runs about 115 commuter trains per day at speeds to 70 mph and Conrail runs freight trains, about 13 per day, at speeds to 45 mph. Amtrak does not contemplate any changes in our operation over these tracks in the near future. Amtrak cannot speak for SEPTA or Conrail regarding any proposed changes in their operations.

Q. Number 14 reads:

14. AMTRAK submit testimony describing the general type of existing crossing structure, including number of spans, principal dimensions, roadway widths, number and width of sidewalks, and the horizontal and vertical clearances of the structure with respect to the railroad tracks; identify the date the existing structure was constructed, the purpose of its construction and who constructed it; submit a copy of plans of the existing bridge, if available; and state the nature and extent of any significant structural changes, alterations and improvements made since the bridge was originally constructed.

A. The existing bridge carrying 59th Street over Amtrak was, to our knowledge, built about 1927 by the Philadelphia Terminal Division of the Pennsylvania Railroad. The bridges is a thru girder bridge with a jack arch deck system. There are four (4) spans, one (1) at 39'-3", two (2) at 89'-4" and one (1) 89'-8" totalling 309' long. The distance between the main steel plate girders which are about 10½' deep is 70 feet; there are two (2) sidewalks, 9 feet wide and a 52' wide roadway between curbs. The vertical clearance from the railroad to the bottom of the girders is about 23 feet. The jack arch deck is composed of steel stringers and reinforced cement concrete with a bituminous wearing surface. The abutments are reinforced cement concrete gravity type abutments.

We are submitting as requested and marked as Amtrak Exhibit NRPC-1, a copy of a set of plans comprised of 15 sheets, that Amtrak has on file. The plans were transferred to Amtrak from the Trustees of the Penn Central Company via Conrail on April 1, 1976 when Amtrak took over the line of railroad under the 59th Street bridge. There are 4 sheets labeled Pennsylvania Railroad, Philadelphia Terminal Division, Main Line, OH Bridge No. (no number) 59th Street (Overbrook), Philadelphia, Pennsylvania Aug. 16, 1926, Plan No. 23046. A fifth sheet marked the same as the other four, is also identified as the Protection Fence, and is dated December 12, 1927. The remaining 10 sheets are shop drawings prepared by

the Bethlehem Steel Company, Bridge and Fabrication Department, Bethlehem, Pennsylvania, Sheets 1 - 9 plus sheet E-1 dated December, 1926. Amtrak has no knowledge of any structural changes, alterations or improvements made prior to April 1, 1976.

Q. Question 15 reads:

15. AMTRAK submit testimony stating its opinion as to the condition of the existing crossing structure and state whether any inspections have been performed or should be performed to determine the condition of the structure.

A. The 59th Street Bridge is, in Amtraks opinion, in fair to good condition. There are some obvious problems, such as the need to replace the expansion dams and clean and paint the steel but there is nothing to lead us to believe there are major structural problems that need immediate attention. In our opinion, a closeup inspection should be made; we have made very cursory inspections, standing on the ground looking up under the bridge and walking along the sidewalks and roadway.

Q. Question 16 reads:

16. AMTRAK state whether, in its opinion the structure is in need of repair, rehabilitation or reconstruction, state its recommendations as to the work required, and state

its estimate of the cost and time required to preform the recommended work.

A. As stated in 15 above, the expansion dams at both ends of the bridge have to be replaced and the structure should be painted. No other recommendations can be made based on the nature of the inspection performed by Amtrak. Amtrak has not prepared an estimate of the cost or the time required to perform the work.

Q. Question 17 reads:

17. AMTRAK state what maintenance and improvements it, or any predecessor (for which it has records) has performed on the subject crossing structure, if any, together with the approximate dates and cost of such work; and state what obligation it has been assigned or has assumed with respect to maintenance of the structure.

A. Amtrak has no record of maintenance and/or improvements prior to April 1, 1976. On January 12, 1979 we placed a steel plate over a 2'x2' hole thru the deck and attended to loose expansion dams. On December 18, 1981, the City of Philadelphia notified us of a missing cover plate and a 16' long loose piece of expansion dam. Again, Amtrak attended to the problem. Since that time, the City has sent several notices about the same problem. Because of manpower and

budget problems, Amtrak advised the City we would not be able to attend to those problems and furthermore, we felt we are not responsible to maintain the structure, although we had done some work in the past.

Q. Question 18 reads:

18. AMTRAK state whether it will agree to perform the actual work of any repair, rehabilitation or reconstruction o the existing crossing structure found necessary and ordered by the Commission and, if not, what party or parties, n its opinion, should be requi4ed to perform such work, and state its reasons therefore.

A. Amtrak is not willing to perform the actual work of any repairs, rehabilitation or reconstruction found necessary and ordered by the Commission. It is our opinion that any work to be performed should be done by the City of Philadelphia with assistance from the State and Federal Government. Our reasoning is based on the fact the State and Federal Government provide funds to local governments for rehabilitation of highway bridges. Those funds have not been made available to the railroad up to this time.

Q. Question 19 reads:

19. AMTRAK state whether it will agree to assume the responsibility for maintenance, and the costs thereof,

for the subject crossing structure and, if not, which party or parties should, in its opinion, be required to perform and assume the costs of maintenance of the structure after any improvements ordered by the Commission have been completed, and state its reasons therefore.

A. Amtrak is not willing to assume the responsibility for maintaining the structure nor the costs thereof. Again, the City should be the responsible party since it has access to funds and has the experience regarding highway work.

Q. Question 20 reads:

20. AMTRAK state whether it will be necessary to maintain railroad watchmen, flagmen or inspectors during the performance of any improvements ordered by the Commission.

A. Railroad watchmen, flagmen or inspectors, i.e. proper railroad protection services, will be required, at the discretion of the railroad.

Q. Do you wish to offer any additional testimony at this time.

A. We have no further testimony at this time.