

to grant bargain sell and convey the same in form aforesaid; (3) That the grantee his heirs and assigns may forever peaceably and quietly have and enjoy possession and enjoy the same against every person lawfully claiming the same.

(4) That the same are now free and clear of all encumbrance whatsoever. (5) That the grantors and their heirs and all persons lawfully claiming under them any interest in said premises shall and will at any time hereafter upon the request and at the cost of the grantee his heirs or assigns execute all further conveyances that shall be reasonably required. (6) AND the said William E. McCarty and Anna M. McCarty for themselves and the above described premises and every part thereof with the appurtenances unto the grantee his heirs and assigns against the grantors and their heirs and against all and every persons lawfully claiming the same shall and will warrant and by these presents forever defend. IN WITNESS WHEREOF the grantors have hereunto set their hands and seals the day and year first above written.

SIGNED SEALED AND DELIVERED

WILLIAM E. McCARTY. (SEAL)

IN THE PRESENCE OF

ANNA M. McCARTY. (SEAL)

WARNE SMYTH.

STATE OF NEW JERSEY

SS:

COUNTY OF HUDSON

BE IT REMEMBERED. That on this second Day of May in the year of Our Lord One Thousand Nine Hundred and Six. before me the Subscriber A Master of the Court of New Jersey personally appeared WILLIAM E. McCARTY AND ANNA M. his Wife. who I am satisfied are the grantors mentioned in the within Instrument to whom I first made known the contents thereof and thereupon they acknowledged that they signed sealed and delivered the same as their voluntary act and deed. for the uses and purposes therein expressed;

AND the said ANNA M. McCARTY. being by me privately examined separate and apart from her said Husband further acknowledged that She signed sealed and delivered the same as her voluntary act and deed Freely without any fear threats or compulsion of her said Husband.

WARNE SMYTH.

MASTER IN CHANCERY OF N. J.

RECEIVED IN THE OFFICE AND RECORDED MAY 2nd. 1906 at 12/54 P. M. NO. 4895.

THE MORRIS & ESSEX R. R. Co. ET. AL

TO

HOBOKEN & MANHATTAN R. R. Co. ET. AL.

AGREEMENT

DATED

DEC. 19th. 1905.

THIS AGREEMENT. made the Nineteenth day of December in the year Nineteen Hundred and Five. by and Between The Morris and Essex Railroad Company. A Corporation of the State of New Jersey. and The Delaware Lackawanna and Western Railroad Company. A Corporation of the State of Pennsylvania. Parties of the First Part; hereinafter collectively referred to as the "Railroad Company" and Hoboken and Manhattan Railroad Company. A Corporation of the State of New Jersey. New York and Jersey Railroad Company A Corporation of the State of New York. and Hudson Companies. A Corporation of the State of New York. Parties of the second part; hereinafter Collectively referred to as the "Hudson Company".

COMPARED

NOTE: For Maps attached to this Agreement, see Filed Map Case No. 1342

WHEREAS, the following is A correct statement of the History and relations of the parties hereto:

1. The Morris and Essex Railroad Company was incorporated in the State of New Jersey, by an act of the Council and general Assembly of said State, approved January 29th, 1835, and various other acts supplemental thereto, and now owns, and for many years past has owned in fee simple, ~~as~~ A part of its Railroad lands situated in the Cities of Jersey City and Hoboken, Hudson County, New Jersey, fronting on the Hudson River, and lying between Ferry Street and its production Eastwardly in the City of Hoboken, ~~in~~ the center line of Twelfth Street produced Eastwardly in the City of Jersey City, ~~the portion of said lands~~ situate between the center line of Fifteenth Street, produced Eastwardly and the center line of Twelfth Street produced eastwardly in Jersey City was formerly owned by the Jersey Shore Improvement Company, which Company by Deeds, dated June 24th, and October 20th, 1881, granted and conveyed said portion of said lands to The Morris and Essex Railroad Company, the said The Morris and Essex Railroad Company by Indenture, dated december 10th, 1868, duly leased its Railroad and all of its property including the lands aforesaid, in perpetuity to The Delaware, Lackawanna and Western Railroad Company which Company since said date as such Lessee has been in the possession of all property of and has operated the railroad of the said The Morris and Essex Railroad Company as Lessee. X

2. The Hudson Tunnel Railroad Company was Incorporated in the State of New York, May 22, 1873, for the purpose of constructing A Tunnel Railroad from A point upon the eastern Shore of the Hudson River, in the City and County of New York, to A point in the Boundary line between the States of New York and New Jersey. A Company of the same Name was Incorporated in the State of New Jersey, May 26, 1873, under the general Railroad Law of New Jersey, for the purpose of constructing A Railroad underground from said point in said Boundary line to A point upon the Western Shore of the Hudson river, the said Two Companies executed an Agreement, dated February 12, 1874, filed in the Office of the secretary of State of New Jersey, May 8, 1874, in Book D of Corporations, at page 261, and in the Office of the secretary of State of New York May 19, 1874, which Agreement purported to Consolidate the Two Companies under the Name of "Hudson Tunnel Railroad Company" . said attempted consolidation was made without authority of Law and said Consolidation "Hudson Tunnel Railroad Company", never in fact existed, and said "The Hudson Tunnel Railroad Company" (Of New Jersey) Subsequent to said Agreement of february 12, 1874.. still remained A Corporate entity. The located line of this Company extended into, under and through the above mentioned lands of the Railroad Company and on July 5, 1875, the said The Hudson Tunnel Railroad Company filed its petitions in the Supreme Court of New Jersey for the Condemnation of A right of way for its Tunnel Railroad under and through the same lands of the Railroad Company and under and through the lands of the Jersey Shore Improvement Company which adjoined the lands of the Railroad Company on the South, as aforesaid, on January 10, 1877 the said "The Hudson Tunnel Railroad Company and the Railroad Company entered into an Agreement which provided that the lands to be acquired in the then pending condemnation proceedings should be held subject to the provisions of said Agreement, which Agreement is Recorded in the Register's Office of Hudson County, N. J. in Book 306 of deeds, at page 263. Subdivision Fifth of said Agreement provides as Follows:

514

"And the said tunnel Company hereby further covenants and agrees to and with the said Railroad Companies that the said tunnel Company shall not and will not at any time hereafter institute or prosecute any suit or proceedings whatsoever to condemn or acquire for any use or purpose whatsoever any lands or any right title interest or easement whatsoever in, to over or under any lands now belonging to or in the tenure of the said Railroad Companies or either of them, situate in the said City lying between Provost Street on the West and the exterior line for Piers on the east or North of the center line of Sixteenth Street and if any such proceedings shall be attempted, this Agreement shall be a complete bar and defense to any and every such proceeding."

CONTemporaneously with the making of said Agreement. A similar Agreement was made between the said The Hudson Tunnel Railroad Company and the Jersey ~~Shore~~ ^{Imperial} Company. Recorded in the Office of the Register of Hudson County in book 206 of books at page 207, which Agreement contained in its Fifth Subdivision, A Covenant to the same effect as that last above quoted, in said condemnation proceedings, by awards filed January 11,

1877, the Hudson Tunnel Railroad Company acquired A Subsurface right of way under and through the lands aforesaid, which right of way was described as follows: (From the Morris and Essex Railroad Company).

ALL that strip or parcel of land situate lying and being in Jersey City in the County of Hudson and State of New Jersey, and described as follows:

BEGINNING at A point Fifteen (15) feet below and under A point where the middle line of Fifteenth Street formerly called North ~~Seventeenth~~ ^{Seventeenth} Street intersects the easterly line of provost Street, and continuing under said middle line of Fifteenth Street on A uniform descending grade Sixteen Hundred and Sixty one (1661) feet to A point thirty-one (31) feet under A point One Hundred and Eighty-five (185) feet westerly from the Bulkhead line of the Hudson River as now used; thence with the same descending grade curving to the left with A radius of One Thousand, One Hundred and Forty-six and twenty-eight hundredths (1,146.28) feet One Hundred (100) feet to A point thirty-five (35) feet below the present surface of the Street thence with the same descending grade on A course Five Degrees (5°) Northerly from the course of Fifteenth Street Eighty-five (85) feet to the aforesaid bulkhead line; thence continuing under the Hudson River on the same descending grade and course One Thousand Feet more or less to a point under the exterior line for piers established by the Board of Riparian Commissioners; thence Northerly and under said Pier line to A point at right angles and Sixteen (16) feet from the last Course given; thence Westerly on A line ascending with the same ^{grade} parallel with said Sixteen (16) feet from the lines heretofore described to a point under the Easterly line of provost Street; thence along under the said easterly line of said Provost Street Sixteen (16) feet to the point or place of beginning.

TOGETHER with all that other strip or parcel of land situate lying and being in Jersey City aforesaid and described as follows:

COMMENCING at the First mentioned point under said exterior line for Piers and running thence Southerly along the same grade Sixteen (16) feet thence Westerly upon the same ascending grade parallel to said above described land to A point under the middle line of Fifteenth Street extended thence along under the same to the westerly boundary of said curved line; thence easterly along said above described land to the place of

THAT the Company during the construction of said Railroad are to occupy A portion of said Fifteenth Street dimensions to be A uniform width of Fifty (50) feet and One Hundred and Fifty (150) feet in length running back from the Shore line of the Hudson River Westerly along said Street for the purpose of sinking thereon A working shaft Thirty (30) feet in diameter and about Sixty-five (65) feet in depth. and to erect A temporary building over said shaft. "

(FROM THE JERSEY SHORE IMPROVEMENT COMPANY).

" ALL that strip of parcel of land situate lying and being in Jersey City in the County of Hudson and State of New Jersey. and described as follows:

BEGINNING at A point Fifteen (15) feet below and under A point formed by the intersection of the middle line of Fifteenth Street formerly called North seventh Street. with the Easterly line of provost Street; thence running Southerly along under said Easterly line of provost Street but Fifteen (15) feet below the surface of said Street Sixteen (16) feet; thence easterly under A line parallel with and Sixteen (16) feet distant from the middle line of Fifteenth Street on A uniform descending grade Sixteen Hundred and Sixty-one (1661) feet to A point Thirty-one (31) feet under A Point One Hundred and Eighty-five (185) feet Westerly from the Bulkhead line of the Hudson River as now used; thence with the same descending grade curving to the left with A radius of One Thousand One Hundred and Forty-six feet and twenty-eight One-Hundredths of A foot (1146.28) One Hundred (100) feet to A point Thirty-five (35) feet below the present surface of the Street; thence with the same descending grade to A point under A point in A line extended from the middle line of Fifteenth Street in the same direction Fifty (50) feet beyond where said middle line of Fifteenth Street intersects said Bulkhead line; thence Westerly ascending with the same grade under said middle line of Fifteenth Street to the point or place of beginning

AND only so much of the above described lands is necessary to be taken permanently for the purpose; aforesaid as shall be occupied by the Southerly part of said Tunnel with walls Three Feet thick being A strip of land of the width of the above described land and Thirty (30) feet in depth and the whole of which is at the easterly extremity of the above described land Thirty-five (35) feet below the Surface and from that point approaching the surface at A uniform grade until at the western extremity of said land it will be Fifteen (15) feet below the surface and no part of the land first above described lying above the top of said strip above mentioned is intended to be taken used or occupied permanently by said Company in the construction and operation of their said Road.

"ALSO the right to occupy A portion of said Fifteenth Street dimensions to be uniform width of Fifty (50) feet and One Hundred and Fifty (150) feet in length running back from the shore line of the Hudson River westerly along said Street for the purpose of sinking thereon A working Shaft Thirty (30) feet in Diameter and about Sixty-five (65) feet in depth and to erect A temporary building over said Shaft",

ON JUNE 12th. 1880. another Corporation of the Name of "The Hudson Tunnel Railroad Company" was Incorporated under the general Railroad law of the State of New York. On June 29th. 1880. "The Tunnel Railroad Company" was organized under the Laws of New Jersey. said Two last mentioned Companies were consolidated under the Name of "The Hudson Tunnel Railroad Company" by An Agreement dated July 9th. 1880. which Agreement was filed in the

Office of the Secretary of the State of New Jersey. September 10th. 1890 and in the Office of the Secretary of State of New York. September 11th. 1890.

BY AN AGREEMENT dated February 19th. 1881. and filed in Offices of the Secretaries of State of New York and New Jersey. on March 30. 1881. the last mentioned Company and "The Hudson Tunnel Railroad Company" (Incorporated in New Jersey May 26th. 1873. as aforesaid) were consolidated under the name of "Hudson Tunnel Railway Company." which succeeded to the ownership of all the Railroads. Tunnels. Franchises. rights. immunities and property of every name and nature of the said The Hudson Tunnel Railroad Company (of New Jersey).

DURING the said period of existence of the said The Hudson Tunnel Railroad Company it constructed the working shaft referred to and partly constructed two Tunnels extended eastwardly from said Shaft. under the lands of the Railroad Company and under the bed of the Hudson River.

3. ON OR ABOUT APRIL 11th. 1889. said Hudson Tunnel Railway Company. owning or claiming to own the Tunnels and the rights of way acquired in condemnation proceedings by The Hudson Tunnel Railroad Company. as aforesaid. executed a Mortgage to the Farmers Loan and Trust Company and others as Trustees. covering all of its said property and franchises which Mortgage was foreclosed by suit in the Court of Chancery of New Jersey. and by auxiliary suit in the Supreme Court of New York. whereby all the property and franchises covered by the said Mortgage was duly sold and conveyed to FREDERIC B. JENNINGS by RANDOLPH PARMLY. as Master in Chancery. pursuant to said proceedings in Chancery of New Jersey by deed dated January 31. 1902. Recorded in the Office of the Register of deeds of Hudson County. N. J. in Book 798 of deeds at page 510; and also by Deed from the said RANDOLPH PARMLY as referee. pursuant to said proceedings in the Supreme Court of New York dated January 31. 1902. and Recorded in the Office of the register of the County of New York in Block Series Conveyances. Section 2. Liber 96. Page 7.

ON FEBRUARY 6th. 1902. the "New York and Jersey Railroad Company" One of the parties of the second part. was incorporated under the laws of the State of New York and the said FREDERIC B. JENNINGS, by deed dated February 15th. 1902. conveyed to it all of the property and franchises of The Hudson Tunnel Railway Company acquired by him as aforesaid and the Railroad Company contends that thereupon the said New York and Jersey Railroad Company became bound by the terms of the agreement dated January 10th. 1877. hereinbefore mentioned.

PREVIOUS to the incorporation of the New York and New Jersey Railroad Company. and in the year 1901 the Railroad Company brought Suit against the said FREDERIC B. JENNINGS and Hudson Tunnel Railway Company to eject them from the lands of the Railroad Company which suit was subsequently settled and an agreement in writing dated August 13th. 1902. was entered into between the Railroad Company and the New York and Jersey Railroad Company wherein among other provisions the Railroad Company acknowledged that the New York and New Jersey Railroad Company had acquired and then owned certain subsurface easements through a portion of the lands of the Railroad Company commencing at and extended Eastwardly from the working Shaft theretofore constructed. embracing the location of the Tunnels theretofore partially constructed Easterly from said Shaft. and in which Agreement the Railroad Company

also granted to the said New York and New Jersey Railroad Company "It successors and assigns A perpetual right of way beneath the surface ,to be Fifty feet wide for the construction maintenance, operation and use of its proposed Tunnels and Railroads in the follow ing Strip or parcel of land. VIZ:

A strip or parcel of land fifty feet wide and Thirty feet high commencing at said shaft to connect with the westerly end of the existing Tunnel and extended Westwardly to a point in the West boundary line of the Railroad Companies' land at or near the intersection of said West Boundary line and Fourteenth Street. in Jersey City. the said Tunnel to be constructed in said parcel of land shall approach the Surface by A practicable and convenient grade from its connection with the present Tunnel until at the westerly extremity thereof at said west boundary line the exterior line of the top of the Tunnels shall be at least Five feet below the base of rails of the tract of the Railroad Companies.

4. SUBSEQUENTLY thereto. on October 23rd. 1903. certain persons interested in said New York and New Jersey Railroad Company. being desirous of obtaining additional rights of way through said terminal property of the Railroad Company. caused ~~to~~ to be Incorporated under the laws of the State of New Jersey A Corporation denominated the "Hoboken and Manhattan Railroad Company". One of the parties of the second Part. for the construction maintenance and operation of A Tunnel Railroad to commence at A point under the Hudson River in the Western boundary line of the State of New York. Easterly from the opposite or nearly opposite to the foot of Fifteenth Street in Jersey City. at A Connection with the Tunnel and Railroad of the said New York and Jersey Railroad Company; thence to run Westerly under the bed of said River and beneath the surface of lands in Jersey City and Hoboken to A Point in Jersey City between the Western Shore of the Hudson River and Henderson Street. in line with Fifteenth Street; thence curving to the North and continuing under said Streets and public places to A point in the City of Hoboken. at or nearly the Western End of Hudson Place. with A branch from A convenient point on said line to A point at or near the intersection of Fourteenth Street and Henderson Street in Jersey City and also with another branch from A convenient point on said line curving to the South to A point in Jersey City at or near the Station. of the Erie Railroad at Pavonia / Ferry.

ON MAY 13th. 1904. said Hoboken and Manhattan Railroad Company presented its petition to One of the Justices of the Supreme Court of New Jersey. for the Condemnation of the Subsurface rights of way and other rights required by it for the construction and maintenance of its Tunnels upon ^{the} said Routes. whereupon the said Justice assigned the 28th. day of May. 1904. as a time for A hearing upon said petition. The Railroad Company relying upon said Agreements of January 10th. 1877. and contending that neither all nor any of the Companies heretofore mentioned could directly or indirectly or by the incorporation of any other Company or Companies lawfully take or condemn any more or other of its said Terminal property than they had theretofore acquired. contested said Condemnation proceedings and instituted certain proceedings at law and in equity to prevent any further taking of its property to wit:

UPON the appointment of Commissioners to examine and appraise the lands rights. and easements sought to be acquired by The Hoboken and Manhattan Railroad Company the Railroad Company on said 28th. day of May 1904. secured the allowance of A writ of Certiorari to review the order appointing

Such Commissioners and A further order was made by the Court therein that such writ should not act as such A stay upon the proceedings to condemn, except as to taking possession of the property thereupon further proceedings were had upon the petition in said condemnation proceedings and on August 10th. 1904. the Commissioners filed their report with the Clerk of Hudson County. awarding to the Railroad Company as compensation and damages for the taking of said rights and easements the sum of Ten Thousand Three Hundred Dollars (\$10,300) from which award the railroad Company duly appealed to the Circuit Court of Hudson County for A Trial of the issues by A Jury in accordance with the practice in such cases. on September 28th. 1904. the writ of Certiorari prosecuted by the Railroad Company was dismissed on hearing and the proceedings affirmed by the Supreme Court. and from the Judgement of Dismissal and affirmance A writ of error has not as yet been taken by the Railroad Company. On October 28th. 1904. upon the Trial of the Issues in^{the} condemnation proceedings the Jury Found A verdict for the Railroad Company in the sum of Two Hundred Thousand Dollars (\$200,000) for which sum Judgment was entered whereupon the said Hoboken and Manhattan Railroad Company made application for a new Trial of said action- which application was denied. A writ of error based upon exceptions taken at the trial before the Circuit Court was taken to the Court of Errors and Appeals of New Jersey. which writ is now pending therein. the said Hoboken and Manhattan Railroad Company on the second day of february 1905.

paid into the Court of Chancery of New Jersey. the amount of the verdict of the Jury in said proceedings with Interest thereon. which amount is still deposited and held in said Court.

DURING the pending of the above mentioned proceedings and on the 6th. day of August 1904. the Railroad Company herein filed A Bill in the Court of Chancery of New Jersey. exhibiting the Agreements dated January 10th. 1877 hereinbefore referred to. and other essential facts hereinbefore recited praying for ^{an} the injunction to restrain the further prosecution of the Condemnation proceedings then pending and to restrain the entry of the Tunnel Company upon their lands and the construction of said Tunnels except in the manner and under the conditions prescribed in the said Agreements of January 10th. 1877 and the Agreement of August 13th. 1902. hereinbefore referred to. An answer to said Bill was duly filed and on September 20. 1904. after hearing Counsel. the prayer for said Injunction was denied whereupon the Railroad Company duly appealed to the Court of Errors and Appeals of New Jersey which Appeal is now pending therein.

5. ON THE 9th. day of January 1905. certain parties caused to be incorporated in the State of New York A Corporation of the Name "Hudson Companies" One of the Parties of the second part. which Company has acquired A Number of Shares of the respective Capital Stocks of the said New York and Jersey Railroad Company and Hoboken and Manhattan Railroad Company. and is Financially and beneficially interested therein.

AND WHEREAS the Tunnels and Railroads of the Tunnel Company are now Constructed from their New Jersey shaft in the terminal lands of the Railroad Company to their New York shaft located in West Street near Morton Street. New York city and the Tunnel Company in order that they may immediately proceed with the construction of extensions of their Tunnel Railroad from their New Jersey shaft to their proposed Terminals in Jersey City // Hoboken. New Jersey. and thereby Speedily be able to transport the Public upon their

Tunnel Railroads desire an amicable adjustment of all pending litigations between each and any of the parties of second part and the railroad Company. and for that purpose are willing in consideration of the grants. hereinafter provided for, though at increased expense. to change the location of their Tunnel extensions through the terminal property of the Railroad company from the routes. the right of way for which has been heretofore condemned and acquired. to the routes located as hereinafter provided for. and to deed and release to the Railroad Company all permanent Subsurface rights of way which they have or had previously acquire through the terminal lands of the railroad Company Westerly of their said New Jersey shaft. and the railroad Company is willing to accept such adjustment under and pursuant to the terms of each and every condition of this Agreement:

NOW THEREFORE. in consideration of the premises and the sum of One Dollar. to each party hereto duly paid by the other parties. the receipt whereof is hereby acknowledged and of the payments of One Hundred and seventy-five Thousand Dollars (\$175,000) as hereinafter provided. and the express covenants of the Tunnel Company hereinafter contained that the said Tunnel Company its successors and assigns will not directly or indirectly by condemnation proceedings or otherwise. except by agreement seek to acquire any additional lands. or rights or easements therein of the Railroad Company. it is mutually agreed and covenanted as follows. viz:

FIRST.- THE RAILROAD COMPANY does hereby grant and convey to the Hoboken and Manhattan Railroad Company its successors and assigns. A subsurface right of way and easement for the construction. maintenance operation and use of its Tunnels and Railroads and branches under certain parcels of the terminal lands of the railroad Company in the Cities of Jersey City and Hoboken. Hudson County. New Jersey. described as follows:

PARCEL NO. 1. A Strip of land Fifty (50) feet in width extending twenty five (25) feet on each side of the Following described line. except as hereinafter stated.

BEGINNING in the dividing line between the lands of the railroad Company and the Erie Railroad Company which is also the middle line of twelfth Street produced eastwardly at A point distant Thirteen Hundred Thirty-one and Forty-one one hundredths (1331.41) feet easterly from the easterly line of Henderson Street which point is marked "A" on the map hereto attached marked "Exhibit A" thence North Twenty degrees ten Minutes and Thirty-three Seconds east (N. 20° 10' 33" E) Thirteen Hundred Thirty-nine and Forty-eight one hundredths (1339.48) feet to A point which is marked "B" on said Map; thence continuing on the same course Four Hundred Forty-five and twenty-seven one hundredths (445.27) feet; thence on A curve to the right with a radius of five hundred and eleven (511) feet Eight hundred Forty-one and Ninety-five one hundredths (841.95) feet to a point in ferry Street distant twenty and Five tenths (20.5) feet Northerly from the center line of said Street; thence South Sixty-five degrees twenty-five Minutes and Thirteen seconds east (S. 65° 25' 13" E.) parallel with and distant Twenty and Five tenths (20.5) feet Northerly at right angles from said center line of ferry Street two Hundred Ninety and Eighty one hundredths (290.80) feet; thence on A curve to the left with A radius of Three Hundred (300) feet forty-nine and ninety-eight one Hundredths (49.98) feet to A point radially opposite to which the Southerly line of this Strip intersects the middle line of Ferry Street;

5217
EXCEPTING so much thereof as lies North of said middle line of Ferry Street and it is understood and agreed that said easement with respect to that portion of the aforesaid strip lying between the lines of ferry Street is granted by the Railroad Company in so far as its rights, title and interest may extend in and to the land within said Street line.

PARCEL No. 2. BEING an irregular strip of land lying on both sides of the following described center or base line; BEGINNING at the center of the working shaft of the Tunnel Company; thence (1) North seventy degrees Fifty-six Minutes and twenty-four seconds West (N. $70^{\circ} 56' 24''$ W.) Three Hundred nineteen and five tenths (319.5) feet to A point which is marked "C" on the attached map marked "Exhibit A" thence (2) North Sixty-four Degrees Twenty-one Minutes and twenty-four seconds West (N. $64^{\circ} 21' 24''$ W.) One Hundred Fourteen and seven One Hundredths (114.07) feet to A point which is marked "D" on the said Map; thence (3) on A curve to the right having A Radius of Three Hundred (300) feet A distance of Three Hundred Five and Sixteen One-Hundredths (305.16) feet to A point which is marked "E" on the said map; thence (4) North Six Degrees Four Minutes and twenty-seven seconds West (N. $6^{\circ} 4' 27''$ W.) Three hundred Ninety-two and thirty-seven one hundredths (392.37) feet to A point in the center line of parcel No 1. above described marked "B" on the said Map said parcel No. 2. being bounded as follows:

BEGINNING. at A point distant twenty-five (25) feet northerly from the center of said working shaft measured at right angles from the base line aforesaid; thence (1) westerly at right angles from the first course of said line to A point opposite the point "C" thence (2) North-westerly in A straight line to A point distant thirty-seven and five tenths (37.5) feet Northerly from said point "D" measured at right angles from the second course of said base line thence (3) on A curve to the right having A radius of two hundred sixty-two and five tenths (262.5) feet concentric with and distant easterly thirty-seven and five tenths (35.5) feet radially from the third course of said base line to A point radially opposite said point "E" *on the easterly line of parcel No. 1. said point* thence (4) Northerly in a straight line to A point, being distant Twelve and Five tenths (12.5) feet easterly at right angles from the fourth course of said base line thence (5) south-westerly along said easterly line of parcel No 1. to A point distant twelve and five tenths (12.5) feet westerly at right angles from the fourth course of said base line thence (6) Southerly parallel with and distant twelve and five tenths (12.5) feet westerly at right angles from the fourth course of said base line to A point opposite said point "E"; thence (7) on A curve to the left having A radius of Three Hundred twelve and five tenths (312.5) feet concentric with and distant westerly twelve and five tenths (12.5) feet radially from the third course of said base line to a point radially opposite said point "D" which point is also in line with the first course of said base line extended westerly thence (8) easterly in line with the first course of said base line to the said point "C" thence (9) Southerly at right angles from said line twenty-five (25) feet; thence (10) easterly parallel with and distant twenty-five (25) feet Southerly at right angles from said base line to A point opposite the center of said shaft thence (11) northerly at right angles to said base line fifty (50) feet to the place of Beginning.

PARCEL No 3. BEING an irregular strip of land lying on each side of the following described base line.

BEGINNING at the point "O" hereinbefore referred to thence (1) North seventy-seven degrees thirty-one minutes and twenty-four seconds west (N. 77° 31' 24" W) ninety and thirty-six one hundredths (90.36) feet to a point which is marked "P" on the attached Map marked "Exhibit A" thence (2) on A curve to the left having A radius of four hundred and fifty (450) feet. for A distance of Five hundred eighty-nine and forty-four one hundredths (589.44) feet to A point which is marked "Q" on the said Map ;thence (3) south twenty-seven degrees twenty-five minutes and thirty-three seconds west (S. 27° 25' 33". W.) four hundred and ~~eighty~~ ^{eight} and eighty one hundredths (412.80) feet to the point "A" in the center line of parcel No 1. said parcel No 3. being bounded as follows:

BEGINNING at the point "C" hereinbefore mentioned thence (1) southerly along the ninth course of parcel No. 2. twenty-five (25) feet; thence (2) westerly in A straight line to A point thirty-seven and five tenths (37.5) feet southerly from said point "P" measured at right angles from the first course of said base line thence (3) on A curve to the left having A radius of four hundred twelve and five tenths (412.5) feet concentric with and distant southerly thirty-seven and five tenths (37.5) feet radially from the second course of a said base line to A point thirty-seven and five tenths (37.5) feet South-easterly from point "Q" thence (4) on A tangent to said curve parallel with and distant thirty-seven and five tenths (37.5) ^{feet} south-easterly at right angles from the third course of said base line to A point in the line dividing the lands of the Erie Railroad Company and the lands of the Railroad Company herein; thence (5) westerly along said dividing line to the intersection thereof with the easterly line of parcel No 1. thence (6) northerly along said easterly line to A point distant twelve and Five tenths (12.5) feet westerly at right angles from the third course of said base line thence (7) north-easterly parallel with and distant twelve and five tenths (12.5) feet North-westerly at right angles from the third course of said base line to A point distant North-westerly twelve and five tenths (12.5) feet from point "Q" measured radially from the second course of said base line ;thence (8) on A curve to the right with A radius of four hundred ~~six~~ ^{two} and five tenths (462.5) feet concentric with and distant northerly twelve and five tenths (12.5) feet radially from the second course of said base line to the intersection with the southerly line and eight course of parcel No. 2. thence (9) easterly along said southerly LINE OF PARCEL NO. 2 to the point "C" the place of beginning.

UPPER AND LOWER LIMITS OF CONSTRUCTION:

THE Tunnels and structures aforesaid shall be constructed and thereafter maintained on the above described easement between the plane surface hereinafter described said plane surface being called upper and lower limits of construction; these upper and lower limits of construction are indicated on the accompanying profiles marked "Exhibit B" and Exhibit C" these profiles being profiles of tube tunnels as indicated on the accompanying plan marked "Exhibit D".

THE upper limits of construction for tunnels marked "A" and "B" on exhibit "D" being the tunnels starting at the shaft and extending thence in parcel No 2. and parcel No 1. to Hudson Street. Hoboken. are indicated on Exhibit B" and described as follows; all elevations being referred to A Datum 300 feet below mean sea level at Sandy Hook. N. J. U.S Coast and Geodetic survey; beginning at A horizontal line passing through A point at the

Center of the shaft and being station No. 0 x 00 of North tunnel west bound tract and marked Tunnel "A" on exhibit B" and "D" where said upper limits of construction shall have an elevation of 277.36 feet thence by A regular descending plane to an elevation of 270.21 feet at Station 9 x 65. thence by A level plane continuing at an elevation of 270.21 feet to the southerly side of the canal at Station No. 12 x 82. thence crossing the canal by A level plane at an elevation of 267.5 feet to Station No. 13 82; thence by A level plane at an elevation of 270.21 feet to station No 14 x 30; thence by A plane ascending at A regular grade to an elevation of 303.49 feet at Station No 27 x 25 being in the intersection of Hudson Street and ferry Street. The lower limits of construction for tunnels marked "A" and "B" on exhibit D" are indicated on "Exhibit B" and are described as follows:

BEGINNING at A horizontal line passing to A point at the center of the shaft and being Station No 0 x 00 of south tunnel east Bound tract. and marked Tunnel "B" on exhibit B" and "D" where said lower limits of construction shall have an elevation of 224.24 feet thence by A plane descending by a regular grade to an elevation of 218.21 feet at Station No 10 x 83. thence by A level plane crossing under the canal and continuing at an elevation of 218.21 feet to Station No 12 x 82; thence by A plane ascending by A regular grade to an elevation of 272.92 feet at Station No. 27 x 25. being in the intersection of Hudson Street and ferry Street.

THE UPPER limits of construction for tunnel marked "C" and "D" on exhibit B" being the Tunnels starting at Caisson No. 1 and extending thence in Parcel No. 3. to the southerly limits thereof are indicated on "Exhibit C" and are described as follows:

BEGINNING at A horizontal line passing through Station No 3 x 65 of North tunnel west bound tract. and marked tunnel "C" on exhibits "C" and "D" at an elevation of 274.58 feet thence by A plane descending by A regular grade to an elevation of 269.99 feet at the northerly side of A slip of the proposed Ship Canal of the Railroad Company. being at Station No. 9 x 30 thence by A level plane at an elevation of 270.21 feet and ascending by A regular grade to an elevation of 273.485 feet at Station No 13 x 10. being at the southerly line of the property of the Railroad Company.

THE lower limits of construction for tunnels marked "C" and "D" on Exhibit "D" are indicated on Exhibit "C" and are described as follows:

BEGINNING at A horizontal line passing through Station No 3 x 65. of south Tunnel east bound tract. and marked tunnel "D" on exhibit "C" and "D" at an elevation of 220.22 feet; thence by A plane descending by A regular grade to an elevation of 217.78 feet at Station No 12 x 36.9; thence by A plane ascending by A regular grade to an elevation of 221.485 feet at Station 13 x 85 being at the southerly line of the property of the Railroad Company. THE upper and lower limits of construction for tunnels marked "E" and "F" on "Exhibit D" being the Tunnels starting at the Southerly property line of the Railroad Company and extending thence in parcel No 1. to Caisson No 2. are indicated on "Exhibit C" as North and South bound Tunnels. The upper limits of construction are described as follows;

BEGINNING at the southerly property line of the Railroad Company at Station 0 x 00 at an elevation of 273.485 feet; thence by A plane descending by A regular grade to an elevation of 270.21 feet at Station No. 1 x 54 being at the southerly side of Slip No. 1.

of the proposed Ship Canal thence by A level plane at an elevation of 267.5 feet to the northerly bulkhead line of Slip No. 2. of the proposed Ship canal at Station No 4. x 75; thence by A level plane at an elevation of 270.21 feet to Caisson No. 2. at Station No. ~~12~~¹¹ x 10. the lower limits of construction for said tunnels are described as follows;

BEGINNING at the southerly line of the property of the Railroad Company at an elevation of 221.485 feet at Station No. 0 x 00. thence by A plane descending by A regular grade to an elevation of 218. 21. feet at Station 1 x 54. thence by A level plane at an elevation of 218.21 feet to Caisson No. 2. at Station No 14 x 10.

IT is understood by the parties hereto that the upper limits of construction for all of said tunnels at all points between the northerly bulkhead of slip No. 2. and the Southerly bulkhead of Slip No. 1. of the proposed Ship Canal ^{shall} be A level Plane at an elevation of 267.5 feet;

THE RAILROAD COMPANY covenants and agrees to procure and deliver to the said Hoboken and Manhattan Railroad Company. A Release from the Farmers' Loan and Trust Company. releasing the said subsurface rights of way above described from the lien of the Mortgage executed by the Morris and Essex Railroad Company to the said Farmers' Loan and Trust Company. as Trustee. dated december 1. 1900.

Second. ~~2.~~ THE SAID TUNNELS shall be constructed of cast-iron tubes to be driven or constructed upon the routes and upon the grades herein described and specified and as shown upon the maps and profiles hereto attached which are hereby made A part of this Agreement and marked Exhibits "A" "B" "C" "D" and "E".

Start here THE CHIEF ENGINEER OF THE RAILROAD COMPANY, and his Assistants shall have access at all times to the Works of the Tunnel Company.

EXCEPT as otherwise herein provided all of said work shall be performed beneath the surface of the property of the Railroad Company, and the surface of the lands and the Tracts and other structures of the Railroad Company shall not be occupied or interfered with in any manner during such construction or at any time thereafter.

THE said Tunnels shall be constructed throughout the entire Routes thereof under and through the property of the Railroad Company in such A manner as not to cause any disturbance. caving. sinking. or settlement of ^{the} lands of the Railroad Company or of any structures now or hereafter located thereon.

THIRD.- AT the southerly limits of the Railroad Company's Property as shown upon the maps hereto attached the Railroad Company Contemplates the Construction of A Ship canal and Slips and Piers for the accommodation of Ocean Going Vessels. on account whereof it is specifically agreed that the Tunnel Company's Tunnels where they shall cross under said canal and Slips and where they shall cross under the Railroad Company's present Ship canal shall be constructed and maintained at such elevations as will permit of the Dredging of said water ways to the upper limits of construction of said Tunnels as specified herein and shown upon the annexed profiles marked Exhibit "C" and "B"

THE RAILROAD COMPANY ALSO CONTEMPLATES the erection upon the proposed Piers aforesaid of A grain Elevator and Storage Warehouse and docks for the handling of its Traffic and the Tunnel tubes under said piers shall be constructed in such A manner as to

Insure proper, stable and permanent support of said piers and structures when filled with the various commodities for the Storage or handling of which they shall be intended and in accordance with plans to be previously approved by the Chief Engineer of the Railroad Company. As the Railroad Company expects that it will be required on account of the Construction maintenance and existing of said Tunnels to incur additional expense in the performance of Extra work and providing Extra Materials in the Construction of the said Piers and Structures and in the construction of other Structures and the Foundations thereof, which it may erect at various points upon its terminal lands over the tunnels of the Tunnel Company and also expects that it will be required to adopt certain plans or methods of construction other than is customary or would be necessary if said Tunnels had not been constructed, as the construction or bridges over said Tunnels or otherwise all such additional, unusual and extra expense shall be borne by the Tunnel Company in addition to the other amounts herein mentioned and provided to be paid by it, and paid by it to the Railroad Company within Thirty days after the Completion of such extra Work and receipt of Bill therefor.

FOURTH.- THE RAILROAD COMPANY also Contemplates the construction of A Tunnel or Tunnels through its said property commencing at or near Henderson Street near the dividing line between the Cities of Hoboken and Jersey City, and extending eastwardly and crossing over the said Tunnels by the Tunnel Company and as the Railroad Company, on account of the construction and existence of the Tunnels of the Tunnel Company, expects that it will also be required for the proper support of its own Tunnels at such point or points of crossing to construct Bridges Foundations and other structures which would not otherwise be necessary the expense of such bridges, foundations and other structures shall be borne by The Tunnel Company in addition to the other amounts herein mentioned and provided to be paid by it and paid by it to the Railroad Company within Thirty days after completion of such extra Work, and receipt of Bill therefor.

FIFTH.- AS THE CITY OF JERSEY CITY by virtue of an Agreement between the Railroad Company and said City of Jersey City dated September 1st, 1897, and other Licenses, and permits, has constructed and now owns certain Sewers passing through the lands of the Railroad Company aforesaid which Sewers may be intercepted or affected by the Construction of the said Tunnels of the Tunnel Company the Tunnel Company agrees that it will make proper provisions for the support of said Sewers during its said Construction work, or if necessary will re-construct said Sewers in as good conditions as then existing in such A manner as shall not impair the railroad Company's property or its use thereof or interfere with the construction of any structures works ways or improvements upon its lands and to the satisfaction of the City Engineer of Jersey City.

SIXTH.- THE TUNNEL COMPANY desires to construct and sink two Caissons in the location and of the dimensions shown upon Exhibit "D" and for said purpose the Railroad Company hereby grants to The Tunnel Company the right to Temporarily occupy the surface of the parcels of lands hereinafter described and particularly shown on Exhibit E, for and during A period of Three Months from and after the date of Commencement of actual work thereon and for and during such additional time as may be actually necessary for the construction, sinking and completion of said Caissons; the Tunnel Company agrees that it will prosecute the said work day and night with the utmost diligence and that the term of Occupancy of said

Surface by the Tunnel Company shall in no event exceed One year from the date of commencement of the sinking or said caissons; provided that if the work of constructing and sinking said caissons shall be wholly stopped and suspended for any period of time by reasons of strikes, or cause wholly beyond the control of the Tunnel Company such period of suspension of said work shall not be computed as a part of the time herein limited for the occupancy of the surface of said parcels of land.

PARCEL NO. 1. BEGINNING AT THE South westerly corner of A tract of Land leased by the Railroad Company to the New York and xxx Jersey R. R. Co. under date of November 21, 1902. thence in A southerly direction on A prolongation of the westerly line of said Lease A Distance of 14 feet to A point thence Westerly by a line parallel to said 16 feet Northerly from the northerly face of A new Concrete retaining wall a distance of 160 feet to A point [thence north-westerly 102 feet to A point distant 35 feet Northerly at right angles from the face of said retaining wall] thence northerly parallel to the first described course A distance of 50 feet to A point thence North-easterly 109.2 feet to A point thence easterly by A line parallel to said retaining wall A distance of 155 feet to A point thence southerly by A line coinciding in part with the westerly line of the land leased to the New York & Jersey R. R. Co. A distance of 86 feet to the place of beginning.

TOGETHER with the right of reasonable access thereto by the employees and contractors of the Tunnel Company.

PARCEL No. 2. A Rectangular tract of land being 95 feet long on A north-erly and southerly direction and 80 feet wide in an easterly and westerly direction One Half of said tract being on each side of the center line of parcel No. 1. of the easement hereinbefore described and the Northerly line of said tract being 100 feet southerly from the southerly side of the canal; together with the right of reasonable access thereto by the employees of the Tunnel Company.

FOR THE PURPOSE OF TRANSPORTING THE MATERIALS TO BE EXCAVATED FROM THE Caissons of parcel No. 2. the Railroad Company hereby grants to the tunnel company subject to such reasonable rules and regulations as the railroad Company may from time to time prescribe. the use of its present canal for the tunnel Company's Scows for and during the time herein provided for the construction of said caissons and also for and during the said time the use of A portion of its property along said canal 50 feet in width and 200 feet in length. as shown on Exhibit E. for the loading of said material the Tunnel Company shall not however. interfere with the railroad Company's use of its tracts between such loading space and Caisson but said material shall be handled across said tracts upon A bridge or platform thirty (30) feet in width as shown upon attached Plans. with a minimum clearance underneath of twenty-two (22) feet;

SEVENTH. THE TUNNEL COMPANY shall pay to the Railroad Company the cost of removing any material, trees or structures which are now located upon said parcels of land the surface of which shall be occupied temporarily by the Tunnel Company as herein provided and upon the completion of the construction of the caissons aforesaid and at or before the expiration of the terms above specified for the occupation of the surface of the Railroad Company's lands. the Tunnel Company shall fill the excavations made for the constructions of said Caissons with suitable material to the surface of the adjoining property The Tunnel Company shall also at such time reconstruct the Railroad Company's Tracts over and upon

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24.

the same or pay to the Railroad Company the cost thereof, and shall also remove all surplus material, tools, appliances and Temporary structures from and clean the said premises leaving the same in safe and proper condition.

THE RAILROAD COMPANY ALSO GRANTS TO THE TUNNEL COMPANY, the right to lay pressure pipes under its tracks and across its yard from the present Compressor plant of the Tunnel Company to the said Caisson near the Railroad Company's present Ship Canal and also to the Tunnel Company's Terminals near Hudson Street in Hoboken. said pressure pipes shall be laid and constructed at least One foot beneath the bottom of the Ties of all Tracks in the Railroad Company's yards or deeper where required under the supervision of the Railroad Company's Chief Engineer and where they shall Cross the Railroad Company's Canal Crossing shall be effected in such A manner as to not interfere to any extent whatsoever with Navigation thereon the location and depth of said pressure pipes shall be changed from time to time as the Railroad Company may require in the maintenance, reconstruction and operation of its tracks and other structures and upon the completion of its Tunnels the Tunnel Company shall take up and remove the said pipes without delay and restore any and all parts of the yards and tracks of the Railroad Company which may be disturbed in such removal.

EIGHTH.- EXCEPT for the construction of the caissons above mentioned all material excavated from said Tunnels shall be handled through the working shaft herein before mentioned and for such purposes the Railroad Company hereby grants to The Tunnel Company, subject to such reasonable rules and regulations as the railroad Company may from time to time prescribe, the use of the slip nearest the said Shaft for the Tunnels Company's scows during the period of construction of its Tunnels.

NINTH. in the event of the Tunnel Company in the construction of its said Tunnels shall damage or destroy the piling or cribbing upon either side of the Railroad Company's Ship canal or shall raise the bed of said Canal in driving its Shield or Tubes under the same the tunnel company shall pay to the Railroad Company in addition to the other sums of money herein mentioned the cost of restoring or repairing such cribbing and piling and of dredging the said Canal to the depth ^{to} theretofore maintained.

TENTH? It is further agreed that the Railroad Company shall not be unreasonably delayed, interfered with or inconvenienced in any work of construction, reconstruction, operation maintenance or repairing of any tracks structures works ways or other improvements which are now located upon or which the Railroad Company may hereafter locate upon any portion of its said lands by reason of the work of constructing said Tunnels and in the event the construction of said Tunnels shall be in any manner affected by reason of the construction or maintenance of any of the above mentioned improvements by the Railroad Company or in the event the construction or maintenance of any of the said improvements of the Railroad Company shall in any manner be delayed by the construction of said Tunnels the Tunnel Company shall make any changes in the prosecution or method of proceeding of its work which may be practicable to prevent or minimize any delay or interference with the work of the Railroad Company in accordance with the requests and suggestions of the Chief Engineer of the Railroad Company. ELEVENTH The Tunnel Company hereby releases the Railroad Company from and assumes all liability for any loss or expense which the Tunnel Company may sustain

And any damages for which the Tunnel Company may in the First instance be used or may be liable on account of any loss of or damage to any property, structure, material, machinery, appliance or appurtenance whatsoever of the Tunnel Company located upon in or under any of the lands or waters of the Railroad Company, or any property whatsoever of other persons in the care or possession of the Tunnel Company, its servants or agents or on account of any personal injury to any employee or contractor of the Tunnel Company, engaged in or in connection with the construction maintenance or operation of its tunnels or otherwise or to any passenger or licensee upon the trains or in the tunnels or upon the structures of or about the premises occupied by the Tunnel Company which loss, damage, or personal injury may be suffered or sustained during the period or periods of time the Tunnel Company or its Contractors shall be engaged in the construction, repair or reconstruction of its Tunnels or in the prosecution of any work which under the terms of this agreement it is permitted to perform in or upon the surface of the lands of the railroad Company whether any of such loss, damages or injuries shall result from or be occasioned by any act, neglect, default, or omission of the Railroad Company its Officers, agents and employees or otherwise and the Tunnel Company also releases the railroad Company from all liability, claims, ~~damages~~^{damages}, and expense for or on account of any loss, damage or injury to the Tunnels Company's Tunnels or to persons or property therein at any other time from any cause whatsoever, unless such loss, damage or injury shall be directly caused by the negligence of the Railroad Company.

AND the Tunnel Company agrees to indemnify and save harmless the Railroad Company from and against any loss, expense, judgments, claims, and demands of every name and nature and all expenses for Attorneys fees, Court costs or otherwise which the Railroad Company may sustain or any damages for which the Railroad Company may be sued or may be liable on account of any loss of or damage to any property, structure, machinery material appliance or equipment whatsoever of the Railroad Company and any property whatsoever of other persons in the care or possession of the Railroad Company its servants or agents or on account of any personal injury to any employee of the Railroad Company engaged in or in connection with the maintenance and operation of its Railroad or to any employee or Contractor of the Tunnel Company or any visitor to the work of the Tunnel Company who may be injured while upon the premises of the Railroad Company by virtue of the right of access to the premises occupied by the Tunnel Company as hereinabove provided or to any passenger or licensee upon any of the trains, structures or property of the railroad Company which may result from or be occasioned by the failure of the Tunnel Company to fully perform, observe and comply with all and singular the terms and provisions of this agreement or by any other act neglect default or omission of the Tunnel Company its Officers, agents and employees and the Tunnel Company further agrees to indemnify and save harmless the Railroad Company from and against any loss expense, judgment, claims, and demands of every name and nature and all expense for Attorneys Fees Court costs, or otherwise, which the Railroad Company may incur on account of any loss, damage or personal injury sustained by any employee or Contractor of the Tunnel Company or by any Employee of such Contractor or by any licensee about or visitor to the work of the Tunnel Company which loss, damage or personal injury may be suffered or sustained during the

Period or periods of time the Tunnel Company or its Contractors shall be engaged in the construction, repair or re-construction of its Tunnels or in the prosecution of any work which under the terms of this agreement it is permitted to perform in or upon the surface of the lands of the Railroad Company, whether such loss damage or injury shall result from or be occasioned by any negligence of the Railroad Company, its Officers, agents, and employees, or otherwise; provided that the Railroad Company shall promptly notify the Tunnel Company of the presentation of any claim or the institution of any Suit arising out of any of said Matters.

TWELFTH.- THE PARTIES HERETO do hereby mutually agree that the condemnation proceedings and all other suits and legal proceedings pending or existing between them at the date of the execution hereof shall be discontinued and dismissed without costs to either party as against the other, and that the amount of the award and verdict in the condemnation proceedings instituted by the Hoboken and Manhattan Railroad Company which were paid into and are now held in the Court of Chancery of New Jersey shall be repaid to the Tunnel Company, and they further agree to sign such consents and other papers as shall be necessary to secure the discontinuance and dismissal of all such suits and the repayment of said award and verdict.

THIRTEENTH.- IN FURTHER consideration of the easements and rights herein granted by the Railroad Company to the Tunnel Company and of the sum of One Dollar to it paid by the Railroad Company The Hoboken and Manhattan Railroad Company does hereby give, grant release remise convey and confirm unto the Morris and Essex Railroad Company its successors and assigns all those certain easements rights of way and privileges in upon under and through the land of the Railroad Company in the Cities of Jersey City and Hoboken, Hudson County, New Jersey, which are acquired by the said Hoboken and Manhattan Railroad Company in the Condemnation proceedings hereinbefore mentioned by the award therein filed August 12, 1904. (Except so far as such easements, rights and privileges may be expressly granted in Article First hereof.) described as follows:

ALL the following described sub-surface or underground right of way situated partly in the City of Hoboken and partly in the City of Jersey City County of Hudson and State of New Jersey..

PARCEL No. 1. BEGINNING at A point on the Southerly line of Ferry Street in the City of Hoboken, aforesaid distant 54.53 feet westerly from the westerly line of Hudson Street prolonged southerly and distant 15.64 feet easterly from the north-easterly corner of A brick building on the southerly line of Ferry Street known as the record building thence through the property of the Delaware, Hackensack and Western R. R. Co. and the Morris and Essex R. R. Co. the following course and distances;

No. 1. southerly by A line curving to the left with A radius of 203 feet A distance of 47.87 feet to A point thence No. 2. S. 28° 22' 31" W. A distance of 100 feet to A point said courses No. 1 and No. 2. being parallel to the center line of the amended survey of the main line of the Hoboken and Manhattan R. R. between Station No. 8 x 43.83 and station No. 9 x 96.10 on said line and distant 50 feet westerly therefrom measured at right angles thereto.

Thence No. 3. S. $61^{\circ} 37' 29''$ E. A distance of ~~25~~ feet to A point; thence No. 4. S. $28^{\circ} 22' 31''$ W. A distance of 1067.22 feet to A point. said course being parallel to the center line of the amended survey aforesaid between Station No 9. x 96.10 and Station No. 20 x 63.32. on said line and distance 25 feet westerly therefrom measured at right angles thereto thence No. 5. S. $61^{\circ} 37' 29''$ E. A distance of 25 feet to A point being Station No 20 X 63.32. on the center line of survey aforesaid and thence continuing by the same course A further distance of 25 feet to A point; thence No. 6. N. $28^{\circ} 22' 31''$ E. A distance of 1067.22 feet to A point said course being parallel to the center line of the amended survey aforesaid between Station No. 20 X 63.32 and Station No. 9 X 96.10 on said line and distance 25 feet easterly therefrom measured at right angles thereto; thence No 7. S. $61^{\circ} 37' 29''$ E. A distance of 25 feet to A point thence No 8. N. $28^{\circ} 22' 31''$ E. A distance of 100 feet to A point thence No 9. by A line curving to the right with A radius of 105 feet A distance of 34.20 feet to A point thence No. 10. N. $47^{\circ} 02' 05''$ E. A distance of 22.69 feet to A point on the southerly line of Ferry Street and then -do still by the same course A further distance of 53.22 feet to A point on the center line of ferry Street being the Northerly line of the property of the Delaware, Lackawanna & Western R. R. Co. and Morris & Essex R. R. Co. said Courses Nos. 8. 9 and 10. being parallel to the center line of the amended survey of the main line of the Hoboken and Manhattan R. R between Station No. 9 x 96.10. and Station No. 7 X 90.66. on said Line and distance 50 feet Easterly therefrom measured at right angles thereto; thence No 11. along the center line of ferry Street N. $65^{\circ} 42' 35''$ W. A distance of 54.22. feet to A point being Station No 7 X 90.66 on the center line of survey aforesaid. and thence still by the same course A Further distance of 54.22 feet to A point thence No. 12. S. $47^{\circ} 02' 05''$ W. A distance of 33.99 feet to A point thence No. 13 by A line curving to the left with A radius of 205 feet A distance of 18.89 feet to A point the place of beginning said courses Nos. 12 and 13 being parallel to the center line of the amended survey of the main line of the Hoboken and Manhattan R.R. between Station No. 7 X 90.66 and Station No 8 X 43.88 on said line and distance 50 feet westerly therefrom measured at right angles thereto.

PARCEL No. 2.- BEGINNING at the south-easterly corner of Parcel No.1. hereinbefore described thence No.1. along the southerly side of parcel No. 1. N. $61^{\circ} 37' 29''$ W. A distance of 25 feet to A point being Station No 20 X 63.32 on the center line of amended survey of the main line of the Hoboken and Manhattan R.R. and thence continuing by the same A further distance of 25 feet to A point at the South-westerly corner of parcel No. 1. and from thence still by the same course A further distance of 8 feet to A point ;thence No. 2. southerly by A line curving to the left with A radius of 193 feet A distance of 41.10 feet to A point said course being parallel to the center line of the amended survey of the main line of the Hoboken and Manhattan R. R. between Station No. 20 X 63.32 and Station No. 20 X 97.39. on said line and distance 33 feet westerly therefrom measured normal thereto thence No. 3. S. $16^{\circ} 10' 25''$ W. A distance of 320 feet to A point thence No. 4 by A line Curving to the left with A radius of 193 feet A distance of 18.91 feet to A point said Courses No 3. and No. 4. being parallel to the center line of the amended survey of Branch No 2. of the Hoboken and Manhattan Railroad between Station No. 0 X 00 and Station No. 3. X 35.68 on said line and distance 33 feet westerly therefrom measured at right angles thereto; thence No. 5 S. $79^{\circ} 26' 28''$ E. A distance

Of 33 feet to A point being Station No 3. X 35.68 on the center line of the amended survey
 of Branch No. 2. of the Hoboken and Manhattan R.R. and thence still continuing by the same
 course A further distance of 25 feet to A point thence No. 6. northerly by A line curving to
 the right with A radius of 135 feet A distance of 96.71 feet to A point said line being par-
 allel to the curved line of Branch No. 2 of the Hoboken and Manhattan R. R. between Station
 No. 3 X 35.68 and Station No. 3 X 20. on said line and to the prolongation of said Curved center
 line and distance 25 feet easterly therefrom measured normal thereto; thence No. 7. N. 16° 10'
 25° E. A distance of 16.66 feet to A point said line being parallel to the center line of
 Branch No. 2. aforesaid and distance 50 feet easterly therefrom measured at right angles there-
 to; thence No. 8. S. 82° 14' 32" E. A distance of 16.66. to A point said line being parallel
 to the center line of the amended survey of Branch No. 1. of the Hoboken and Manhattan R.R.
 and distance 50 feet southerly therefrom measured at right angles thereto. thence No 9. by A
 line Curving to the right with A radius of 135 feet A distance of 103.31 feet to A point
 said line being parallel to the curved center line of the amended survey of Branch No. 1.
 of the Hoboken and Manhattan R. R. between Station 0X 00 and Station No. 0 X 23.50 and to the
 prolongation of said curved center line and distance 25 feet southerly therefrom measured
 normal thereto thence No. 10. S. 73° 49' 35" E. A distance of 20 feet to A point said line
 being parallel to the center line of the amended survey of the main line of the Hoboken
 and Manhattan R. R. and distance 25 feet southerly therefrom measured at right angles
 thereto thence No 11. N 16° 10' 25" E. A distance of 25 feet to A point at the center of the
 working shaft of the New York and Jersey Railroad Co. and being at Station 23 X 68.72 on the
 center line of the amended survey of the main line of the Hoboken and Manhattan Railroad
 and thence still by the same course A further distance of 25 feet to A point thence No. 12.
 N. 73° 49' 35" W. A distance of 20 feet to A point thence No 13. by A line curving to the
 right with A radius of 135 feet A distance of 240.81 feet to A point the place of beginning.
 said courses No. 12 and 13 being parallel to the center line of the amended survey of the
 main line of the Hoboken and Manhattan R.R between station No. 23 X 68.72 and Station No 20. X
 63.32 and distance 25 feet North-easterly therefrom measured normal thereto.

PARCEL No. 3. Commencing at A point at the South-westerly corner of
 Parcel No. 2 hereinbefore described thence No. 1. S. 10° 33' 32" W. A distance of 604.32
 feet to A point on the line between the property of the Delaware Lackawanna and Western R.R. Co.
 and Morris & Essex R. R. Co. and the property of the Erie R. R. Co. or Long Dock Co. said
 course No. 1 being parallel to the center line of the amended survey of Branch No. 2. of the
 Hoboken and Manhattan R. R. between Station No 3 X 35.68 and Station No 9. X 44.21. On said
 line and distant 33 feet westerly therefrom. measured at right angles thereto; thence No. 2.
 along said property line S. 72° 10' 03" E. A distance of 33.27 feet to A point said point
 being at station No. 9 X 44.21 on the center line of Survey aforesaid and thence still by
 the same course A further distance of 17.14 feet to a point thence No 3. N. 10° 33' 32" E. A
 distance of 610.70 feet to A point said line being parallel to the center line of the amended
 survey of Branch No. 2. of the Hoboken and Manhattan R. R. between stations No. 9 X 44.21.
 and Station No. 3 X 35.68 on said line and distant 17 feet easterly therefrom measured at right
 angles thereto. thence No. 4. by the southerly line of Parcel No. 2. N. 79° 26' 23" W. A.

Distance of 17 feet to A point said point being Station No. 3 X 35.68 on Branch No. 2. of the Hoboken and Manhattan R. R. and thence still by the same course A further distance of 33 feet to A point the place of beginning.

ALSO all temporary rights, interest and estate of the Hoboken and Manhattan Railroad Company in and to the following described premises (Except so far as such easements, rights, and privileges may be expressly granted in Article Sixth ~~hereto~~.)

BEGINNING at A point at the center of the ~~existing~~ ^{main line} of the New York and Jersey R. R. ~~being station No. 20 X 60.12 on the center line of the amended survey~~ of the main line of the Hoboken and Manhattan R. R. thence No. 1. N. $16^{\circ} 19' 25''$ E. A distance of 50 feet to a point thence No. 2. N. $73^{\circ} 49' 35''$ W. A distance of 20 feet to A point thence No. 3. by A line curving to the right with a radius of 110 feet A distance of 196.21 feet to a point said courses No. 2. and No. 3. being parallel to the center line of the amended survey of the main line of the Hoboken and Manhattan R. R. and distant 50 feet North-easterly therefrom measured at right angles thereto thence No. 4. N. $61^{\circ} 37' 29''$ E. A distance of 50 feet to A point being station No. 20 X 63.32 on the center line of survey aforesaid. and thence continuing by the same course A further distance of 50 feet to A point thence No. 5. by A line curving to the left with A radius of 210 feet A distance of 44.72 feet to A point being parallel to and distant 50 feet westerly from the center line of the amended survey of the main line of the railroad aforesaid. thence No. 6 S. $16^{\circ} 19' 25''$ W. A distance of 320 feet to a point thence No. 7 by A line curving to the left with A radius of 210 feet A distance of 20.58 feet to a point said courses No. 6 and No. 7 being parallel to and distant 50 feet westerly from the center line of the amended survey of Branch No. 2. of the Hoboken and Manhattan R. R. thence No. 8. S. $79^{\circ} 26' 28''$ E. A distance of 50 feet to A point being Station ^{No.} 3 X 35.68 on the center line of the amended survey of Branch No. 2. of the Hoboken and Manhattan R. R. and thence still continuing by the same course A further distance 50 feet to A point thence No. 9. by A line curving to the right with A radius of 110 feet A distance of 19.78 feet to A point thence No. 10. N. $16^{\circ} 19' 25''$ E. A distance of 94.92 feet to A point said courses No. 9 and No. 10 being parallel to and distant 50 feet easterly from the center line of said amended survey of Branch No. 2. of the Hoboken and Manhattan R. R. thence No. 11. S. $82^{\circ} 14' 32''$ E. A distance of 94.92 feet to A point thence No. 12 by A line curving to the right with A radius of 110 feet A distance of 16.16 feet to A point said courses No. 11 and No. 12 being parallel to and distant 50 feet southerly from the center line of the amended survey of Branch No. 1. of the Hoboken and Manhattan R. R. thence No. 13. S. $73^{\circ} 49' 35''$ E. A distance of 20 feet to A point thence No. 14. N. $16^{\circ} 19' 25''$ E. A distance of 50 feet to A point the place of beginning.

AND the said Hoboken and Manhattan Railroad Company for itself its successors and assigns further covenants and agrees that it has not done or suffered or permitted to be done any act or thing whereby or by ~~means~~ ^{means} whereof the title to the said easements rights of way and privileges has been or will may or can be in any manner encumbered or impeached.

FOURTEENTH in further consideration of the easements and rights herein granted by the Railroad Company to the Tunnel Company and of the sum of One Dollar to it paid by the Railroad Company the New York and Jersey Railroad Company does hereby give

Grant release, remise, convey and confirm unto the Morris and Essex Railroad Company its successors and assigns certain easements right of way and privileges in, upon under and through the land of the Railroad Company in the City of Jersey City Hudson County, New Jersey, which were granted unto the said New York and Jersey Railroad Company by the Railroad Company by the Agreement dated August 13th, 1902, hereinbefore mentioned and therein described as follows:

"A Strip or parcel of land fifty feet wide and thirty feet high commencing ^{at and which is connected} with the westerly end of the existing tunnel and extending westwardly to A point in the west boundary line of the Railroad Companies land at or near the intersection of said west boundary line and Fourteenth Street in Jersey City. the said Tunnel to be constructed in said parcel of land shall approach ^{the} surface by A practicable and convenient grade. from its connection with the present tunnel which at the westerly extremity thereof at the west boundary line the exterior line at the top of the tunnel shall be at least Five feet below the base of rails of the track of the Railroad Companies.

AND the said NEW YORK AND JERSEY RAILROAD COMPANY covenants and agrees to procure and deliver to the Railroad Company A release from the Guaranty Trust Company of New York, releasing the said easements, rights of way and privileges from the lien of the Mortgage executed by the said New York and Jersey Railroad Company to said Guaranty Trust Company of New York as Trustees, dated February 20th, 1902.

AND THE SAID NEW YORK AND JERSEY RAILROAD COMPANY further covenants and agrees to and with the railroad Company that except as to the execution of the Mortgage aforesaid it has not done or suffered or permitted to be done any act or thing whereby or by reason whereof the title to the said easements right of way and privileges has been or will may or can be in any manner encumbered or impeached.

FIFTEENTH. And the said New York and Jersey Railroad Company for the consideration aforesaid also remise, releases and quitclaims to the Railroad Company certain easements, subsurface rights of way and privileges (Except so far as the same are expressly granted hereby). in upon under and through the land now owned by the Railroad Company in the City of Jersey City Hudson County, New Jersey, which was ^{now} acquired by the Hudson Tunnel Railroad Company in the condemnation proceedings hereinbefore mentioned by the award therein filed January 11, 1877, described as follows;

BEGINNING in the easterly line of Prevost Street at A point distant sixteen (16) feet northerly from the intersection thereof, with the middle line of Fifteenth Street thence easterly parallel with and distant sixteen (16) feet northerly at right angles from the middle line of Fifteenth Street. (Produced Eastwardly) 1748 feet more or less to A point in A line crossing said produced middle line of Fifteenth Street at right angles thereto and passing through the center of the aforesaid shaft of the Tunnel Company thence Southerly along said last described line thirty-two feet to A point distant sixteen (16) feet southerly at right angles from said middle line of Fifteenth Street (produced eastwardly) thence westerly parallel with and distant sixteen (16) feet southerly from ^{the} said middle line of Fifteenth Street (produced eastwardly) 1748 feet more or less to the easterly line

Of Provost Street; thence northerly along the easterly line of Provost Street to the point of Beginning.

SIXTEENTH The parties hereto do further covenant and agree to and with each other that the Agreement entered into between the Railroad Company and the New York and Jersey Railroad Company dated August 13th. 1902. hereinbefore mentioned and A Copy whereof is hereto annexed and marked Exhibit 1. and the supplement thereto dated August 8. 1903. A Copy whereof is also annexed hereto and marked Exhibit 2. be ^{the} same are hereby ratified and confirmed to and for the benefit of all ^{the} parties hereto except as follows:

1. THE RIGHTS and privileges granted to the New York and Jersey Railroad Company in and by subdivision Fourth of said agreement being by this agreement reconveyed and released to the Railroad Company the provisions and grants of said Subdivisions, and also of subdivision Sixth. and of the First and second paragraphs of subdivision Seventh are hereby declared to be inoperative and of no effect for the purpose therein expressed.

2. And that portion of subdivision Fifth of said Agreement following and after the word "Approval" in the second Paragraph thereof. is hereby cancelled abrogated and annulled.

SEVENTEENTH,- THE parties hereto do further agree that the lease from the Morris and Essex Railroad Company to the New York and New Jersey Railroad Company dated November 21. 1902. A Copy whereof is hereto annexed and marked Exhibit 3. be and the same is hereby ratified and confirmed to and for the benefit of all the parties hereto except that the reference therein to the aforesaid agreement of August 13. 1902. shall be construed to refer to said agreement as modified above.

EIGHTEENTH. ALL references herein made to Twelfth Street.

Thirteenth Street. Fourteenth Street. Fifteenth Street. and all other Streets. in the Cities of Jersey City and Hoboken are for the purposes of Measurements only and refer to the lines of said Streets is extended nothing herein contained shall be construed as an acknowledgement of the existence of any Streets across or upon the lands of the Railroad Company or as A dedication thereof..

NINETEENTH. In Addition to the foregoing covenants the performance and keeping of which are herein and hereby expressly provided to be A part of the consideration for the easements and rights therein granted to the Tunnel Company by the Railroad Company. the tunnel Company agrees forthwith to pay to the railroad Company the sum of One Hundred and seventy-five Thousand Dollars (\$175,000) as additional consideration for the said grants of easements. temporary occupation and privileges hereinbefore specified and described.

TWENTIETH. THE RAILROAD COMPANY has entered into this compromise agreement for the following Reasons if it should be unable in the proceedings at law or in equity hereinbefore named or in others to be instituted to prevent the taking of the portions of its terminal lands described in article Thirteenth hereof. such land could not be used by it for certain desired purposes. Moreover other proceedings might in the future be instituted by the Tunnel Company its successors or assigns either directly or through the incorporation of other companies (as the Railroad Company contends was done heretofore as hereinbefore recited) for the purpose of acquiring additional easements in said Terminal land while the construction and maintenance of tunnel railroads along the routes herein provided for will in the ^{operation} of the Railroad Company necessarily hamper and restrict the Railroad Company in the use of its Terminal properties and work to it an irreparable injury and

PREVENT to A certain extent the natural and necessary development and improvement of its terminal facilities and will impair and affect the capacity, operation and usefulness thereof it is hoped that such construction and maintenance will not prevent A Restricted use of the ^{and} Terminal property for all purposes now contemplated. It is however mutually agreed by the parties hereto that the Railroad Company could not fully ^{fairly} and freely exercise its franchises in the event that any more of its said terminal property than is hereby conveyed or any additional easements therein, should at any time hereafter be acquired for the purpose of the tunnel Railroads of the Tunnel Company. Each of the parties of the second part, with full knowledge of the foregoing and of all of the matters hereinbefore set forth with reference to the past history and relations of the parties hereto, for themselves, their successors and assigns covenant and agree to and with the Railroad Company its successors and assigns that they will not use the property land easements and rights, or way hereby conveyed for any purpose or in any manner other than for railroad purposes or pneumatic tubes ^{or} for the carrying of wires and will not widen or increase or by any means directly or indirectly attempt to widen or increase said lands and rights of way beyond the dimensions herein elsewhere more fully set forth and will not by the incorporation of any other company or companies or in any otherwise or by any other means either directly or indirectly EXCEPT ^{by} agreement seek to take or acquire or institute proceedings to condemn either for themselves their successors or assigns or for any person or corporation now or hereafter controlled or owned by them their successors or assigns any additional lands or easements in the said terminal property of the Railroad Company than are by these presents conveyed or confirmed by the Railroad Company and this Covenant and agreement which shall run with the land and rights of way ^{hereby} conveyed and to such extent limit the easements herein elsewhere conveyed by the Railroad Company.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its President and its Corporate Seal to be hereto affixed and attested by its Secretary, the day and year first above written.

THE MORRIS AND ESSEX RAILROAD COMPANY

BY W. H. TRUESDALE.
PRESIDENT.

ATTEST

FRED. F. CHAMBERS.
SECRETARY.

APPROVED AS TO FORM.

W. S. JENNEY.
GENERAL ATTORNEY.

(THE MORRIS & ESSEX)
((SEAL)
RAILROAD COMPANY)
()

THE DELAWARE, LACKAWANNA & WESTERN RAILROAD COMPANY

BY W. H. TRUESDALE
PRESIDENT.

ATTEST

FRED. F. CHAMBERS.
SECRETARY

ATTEST.

HOBOKEN AND MANHATTEN RAILROAD COMPANY

CHARLES W. KING.
SECRETARY.

BY: WILLIAM C. McADOO.
PRESIDENT.

(DELAWARE LACKAWANNA
(AND (SEAL)
(WESTERN RAILROAD
(COMPANY
)

HOBOKEN AND MANHATTEN
SEAL
RAILROAD COMPANY.

APPROVED BY THE EXECUTIVE COMMITTEE OF THE D., L. & W. R. R. Co.

JULY 18th. 1905.

J. M. SHAW.