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Robinson Silverman Pearce  
Aronsohn & Berman LLP  
1290 Avenue of the Americas  
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Attention: Barry C. Ross, Esq.

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AGREEMENT BETWEEN HUDSON WATERFRONT ASSOCIATES, L.P., ET AL  
AND NATIONAL RAILROAD PASSENGER CORPORATION

Borough: Manhattan  
County: New York  
City: New York  
State: New York  
Section:  
Block:  
Lot:

Dated: August 26, 1997

AGREEMENT BETWEEN HUDSON WATERFRONT ASSOCIATES, L.P., ET AL  
AND NATIONAL RAILROAD PASSENGER CORPORATION  
REGARDING VARIOUS RIGHTS BETWEEN WEST 59TH AND  
72ND STREETS, NEW YORK CITY, NEW YORK

AGREEMENT ("Agreement") made as of the 26<sup>th</sup> day of August, 1997, between Hudson Waterfront Associates, L.P., a Delaware limited partnership, ("HWA"), Hudson Waterfront Associates I, L.P., a Delaware limited partnership ("HWAI"), Hudson Waterfront Associates II, L.P., a Delaware limited partnership ("HWAI I"), Hudson Waterfront Associates III, L.P., a Delaware limited partnership ("HWAI II"), Hudson Waterfront Associates IV, L.P., a Delaware limited partnership ("HWAI V"), Hudson Waterfront Associates V, L.P., a Delaware limited partnership ("HWAV"); HWA, HWAI, HWAI I, HWAI II, HWAI V and HWAV, (together with their respective successors and assigns) are herein collectively referred to as the "HWA Owners"; each of the HWA Owners has an address at 725 Fifth Avenue, New York, New York 10022), and National Railroad Passenger Corporation (together with its successors and assigns "Amtrak"), a District of Columbia corporation having an office at 60 Massachusetts Avenue, N.E. Washington, D.C. 20002.

R E C I T A L S:

WHEREAS, Amtrak is the present owner of a certain parcel (the "Right of Way Parcel") which is described as the "Right-of-Way Parcel" in the deed dated March 30, 1976 and recorded on December 15, 1978 in the Office of the City Register, New York County (the "Register's Office") in Reel 463, Page 1563A, from the Trustees of the Property of Penn Central Transportation Company, as grantor, to Consolidated Rail Corporation ("Conrail"), as grantee, which deed was modified by Order Directing Correction of Conveyance Documents (the "Order") dated October 23, 1981 and recorded on December 3, 1981 in the aforesaid Register's Office in Reel 594, Page 491, which deed and Order are hereinafter collectively referred to as the "Deed"; and

WHEREAS, the HWA Owners are the owners of certain real property (the "HWA Property") located in the City, County and State of New York and lying approximately between (a) the northerly side of West 59th Street, and (b) the south side of West 72nd Street, and between (c) the westerly line of West End Avenue and the Hudson River, excluding the Right of Way Parcel, which HWA Property is more particularly described in those deeds set forth on Schedule A-1 hereto and in the descriptions contained in Exhibit A attached to this Agreement for reference purposes; and

WHEREAS, Amtrak has requested that the HWA Owners accommodate Amtrak's need to obtain easements to provide a means by which Amtrak can provide maintenance to the tracks and improvements on the Right of Way Parcel and the HWA Owners wish to grant Amtrak such easements, as hereinafter set forth; and

WHEREAS, the HWA Owners and Amtrak wish to clarify certain procedures set forth in the Deed in order to mitigate disruptions in the activities the parties will be undertaking; and

WHEREAS, the Deed contains certain easements (the "Easements") in favor of the HWA Property, and the parties hereto wish to consent to and/or approve certain items pursuant to the Deed;

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00), by each to the other in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Amtrak warrants and represents as follows:

(a) that it is the successor in interest to, and is entitled to all of the rights of Conrail under the Deed, and is subject to all of the obligations of Conrail under the Deed, except for those certain rights and obligation retained by Conrail, which retained rights and obligations are more particularly described on those deeds set forth on Schedule A-2 attached hereto.

(b) that the Chief Engineer of Amtrak has succeeded to the rights and obligations of the Chief Engineer of the Grantee under the Deed, and

(c) that Amtrak is acting under this Agreement on behalf of itself and its Chief Engineer.

2. HWA Owners warrant and represent that they are the successors in interest to, and are entitled to the rights, and are subject to the obligations of, the Grantor under the Deed.

3. Amtrak and the HWA Owners acknowledge that each has reviewed the Deed and based upon such review, hereby agree that the rights and obligations retained by Conrail under the Deed do not limit Amtrak's rights and obligations under this Agreement.

4. HWA Owners and Amtrak acknowledge that under certain provisions of the Deed and the Easements the consent or approval of Amtrak and/or its Chief Engineer is required with respect to miscellaneous matters. Further, pursuant to the Deed, including Sections 11 and 12 of Exhibit B thereof, Amtrak and its Chief Engineer have agreed to cooperate with the HWA Owners with respect, inter alia, to the granting of such consents and approvals. Since the development and construction of the project over and adjacent to the Right of Way Parcel shall be undertaken in stages over a lengthy period of time, the parties wish to provide a procedure to facilitate the obtaining of Amtrak's (and its Chief Engineer's) consent, as and to the extent required to be given under the Deed. Further, the parties wish to confirm certain consents and agreements among them. Therefore, the parties agree as follows:

(a) In order to provide a procedure for reviewing and approving the requests of an HWA Owner, Amtrak and the HWA Owners agree that upon receipt by Amtrak of six (6) sets of sufficiently detailed plans, specifications or other matters or materials which may require the consent or approval of either Amtrak or its Chief Engineer, Amtrak shall, within thirty (30) days of its receipt thereof, use its reasonable best efforts to

complete and issue an Amtrak Reply (hereinafter defined). An HWA Owner shall have the right to inquire, by either oral or written communication, as to the status of Amtrak's review of any submission (or any portion thereof) and Amtrak shall use reasonable best efforts to provide the requesting HWA Owner with a good faith estimate of the date that an Amtrak Reply will be issued for any such submission (or portion thereof).

An "Amtrak Reply" shall be a written notice in a form substantially similar to Exhibit B attached hereto, which notice shall either (i) approve or consent to the submission or (ii) deny approval or consent for all or any portion of the submission (in which event the notice shall include a reasonably detailed explanation of the basis for denying such approval/consent and any conditions which, if met, will render the submission, or any portion thereof, approved or consented to). All submissions which receive Amtrak's approval and/or consent shall be known as "Approved Plans and Specifications".

(b) Amtrak and its Chief Engineer acknowledge and agree that (i) an HWA Owner may place and construct within the Clearance Zones (hereinafter defined) (A) columns and column footings and foundations; (B) footings, foundations and supports for buildings and related structures; and (C) piers and crashwalls. Each HWA Owner agrees that when constructing within the Clearance Zones that it shall comply with the provisions of Paragraph 4(d)(ii) below. Further, the HWA Owners may, with the consent of Amtrak, place and construct the aforesaid improvements outside of the Clearance Zone and within the Right of Way Parcel. Amtrak agrees that such consent shall not be unreasonably withheld, provided that, in Amtrak's reasonable opinion, (i) the need to place and construct such improvements outside the Clearance Zones arises by reason of engineering or economic factors that make the use of locations within the Clearance Zones materially difficult or unduly expensive, (ii) the configuration of the tracks at that point of the Right of Way and the anticipated uses thereof will not be materially affected and

(iii) Amtrak Standards (as hereinafter defined) with respect to the Right of Way Parcel will not be compromised. The term "Amtrak Standards" shall mean the operation and safety standards and customs promulgated and observed by Amtrak in the New York City metropolitan area, including Amtrak's standard requirements and specifications, copies of which are attached hereto as Exhibits L-1, L-2, L-3 and L-4. The Clearance Zones are the areas within the Right of Way Parcel that are either (I) more than (x) nine (9) feet in horizontal distance perpendicular from the center lines of the existing tracks in the Right of Way Parcel (such center line being set forth in Exhibit C hereto) or (y) eighteen feet and four inches (18'4") or more above the top of the existing rails of such tracks (the elevations of such tracks being set forth in Exhibit D hereto), or (II) below grade.

(c) (i) The HWA Owners have informed Amtrak and Amtrak hereby acknowledges that there are fourteen (14) development parcels adjacent to the Right of Way Parcel. Each HWA Owner agrees that, with respect to the Right of Way Parcel adjacent to the development parcel it owns, it shall construct or cause to be constructed in accordance with plans approved by Amtrak in accordance with the terms hereof, Amtrak Standards and applicable law, all lighting, ventilation and fire protection systems (each, a "System") required to be constructed pursuant to the terms of the Deed with respect to the improvements to be built by such HWA Owner within such Right of Way Parcel. To the extent that the plans and specifications for the construction of a System requires Amtrak's consent or approval, the plan review and approval procedure set forth in Paragraph 4(a) above shall be utilized.

After the completion of construction of a System by a HWA Owner, the HWA Owner who has constructed the System shall notify Amtrak that such System has been completed (subject only to the completion of minor or insubstantial details of construction) in accordance with plans and specifications approved by Amtrak (to the extent that Amtrak's approval of such

plans and specifications is required by the Deed and the terms hereof). Within thirty (30) days after its receipt of such notice, Amtrak shall (a) perform an inspection of such System and (b) either approve or reject such HWA Owner's determination that such System has been substantially completed in accordance with plans and specifications approved by Amtrak. Amtrak agrees to provide the HWA Owner who owns the development parcel which is adjacent to such System with reasonable prior written notice of the date of Amtrak's inspection of such System and a knowledgeable representative of such HWA Owner shall accompany Amtrak on such inspection. If Amtrak and the HWA Owner who owns the development parcel which is adjacent to such System are unable to agree that such System has been completed in accordance with the terms of this Agreement, then the determination of whether such System has been properly completed shall be made by arbitration in accordance with the arbitration procedures set forth in Exhibit K attached hereto. Each HWA Owner agrees that with respect to the System which is adjacent to the development parcel owned by such HWA Owner that it shall complete any minor or insubstantial details of construction which have not been completed prior to the date of the inspection of such System by Amtrak within ninety (90) days after the date of such inspection.

(ii) Notwithstanding the provisions of section 4 of Exhibit B to the Deed, from and after the date (such date, the "Determination Date") upon which a determination has been made that a System has been substantially completed (either by mutual agreement of the parties or by arbitration) Amtrak shall operate, maintain, repair and renew such System in accordance with (a) the Approved Plans and Specifications, (b) prudent maintenance, operation and repair standards customarily observed for similar equipment and (c) the instructions and guidelines for the use and maintenance recommended by the manufacturers of such System (or any component thereof). Each HWA Owner shall provide Amtrak with a listing of (1) the specific components of the System that it has constructed and (2) all

manufacturer instructions, guidelines and warranties for such System. From and after the Determination Date and not later than one hundred and twenty (120) days prior to the commencement of each calendar year thereafter, Amtrak shall prepare and submit to the Designated HWA Representative (as hereinafter defined) a proposed operating budget (the "Operating Budget") for that calendar year's maintenance and operation by Amtrak of the Systems which have theretofore been constructed (hereinafter referred to, collectively, as the "Systems"). Each Operating Budget shall set forth Amtrak's reasonable good faith estimate of the costs and expenses for the operation, maintenance, repair and renewal of the Systems for such calendar year, broken down on a line item basis and expressed in terms of fixed dollar amounts. In addition, Amtrak shall have the right to include as a line item in the Operating Budget an amount (such amount, the "Contingency Amount") not to exceed the sum of Fifty Thousand (\$50,000.00) Dollars, which amount shall be subject to adjustment as set forth below. Commencing in calendar year 2005 and in each subsequent fifth calendar year occurring thereafter, if Amtrak and the Designated HWA Representative agree that the initial Contingency Amount in the Operating Budget (i.e. \$50,000.00) is not reasonably sufficient to fund the Contingency Expenditures (as hereinafter defined), then such initial Contingency Amount shall be increased by an amount equal to the product of (i) \$50,000.00 and (ii) the percentage of increase, if any, in the Consumer Price Index for the subject calendar year over the Consumer Price Index for the calendar year in which this Agreement shall have been executed. If Amtrak and the Designated HWA Representative are unable to mutually agree upon an increase in the Contingency Amount, then the determination of the reasonable amount needed to fund the Contingency Expenditures shall be made by arbitration in accordance with the arbitration procedures set forth in Exhibit K. "Consumer Price Index" shall mean the Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics of the United States Department

of Labor, New York, New York-Northeastern New Jersey Area (1982-84 = 100), or any successor index thereto, appropriately adjusted; provided that if there shall be no successor index, a substitute index shall be selected by the Designated HWA Representative, and approved by Amtrak.

The term "Designated HWA Representative" shall mean the entity designated, from time to time, by those HWA Owners who have constructed a System, to perform the obligations imposed on the Designated HWA Representative pursuant to this Paragraph 4(c)(ii). The Designated HWA Representative may be, inter alia, a property association established by the HWA Owners or a HWA Owner who has been designated to act on behalf of the HWA Owners who have constructed a System.

Amtrak shall have the right to utilize the Contingency Amount solely for expenditures (each, a "Contingency Expenditure") paid for or incurred by Amtrak, which expenditures (a) could not reasonably have been foreseen by Amtrak and (b) are properly incurred by Amtrak pursuant to the terms of this Agreement. In the event that the Contingency Amount in any Operating Budget is not fully-expended by Amtrak during such calendar year, then Amtrak shall deposit such unexpended Contingency Amount in a separate interest-bearing bank account (the "Contingency Fund Account"), provided, however, that if the addition of such amount causes the then-current amount of such Contingency Fund Account to exceed \$250,000.00, then the amount of any such excess shall be returned by Amtrak to the Designated HWA Representative. Both Amtrak and the HWA Owners agree that any Contingency Fund Account may be utilized by Amtrak to pay for any Contingency Expenditure without having to obtain the consent of any HWA Owner or the Designated HWA Representative.

In the event that the cost of Contingency Expenditures in any calendar year are in excess (such excess cost being hereinafter referred to as the "Excess Cost") of the aggregate of (i) One Hundred Thousand (\$100,000.00) Dollars, (ii) the then-unexpended Contingency Amount for such calendar year and

(iii) the then-current amount of the Contingency Fund Account, then Amtrak, after utilizing the then-unexpended Contingency Amount, the then-current Contingency Fund Account and One Hundred Thousand (\$100,000.00) Dollars, shall have the right to submit an invoice to the Designated HWA Representative for such Excess Cost. The invoice submitted by Amtrak shall set forth both (i) the costs and expenses incurred by Amtrak in connection with such Contingency Expenditures and (ii) a reasonably detailed accounting of the aforesaid calculation. Within sixty (60) days after the submission of any such invoice by Amtrak, the Designated HWA Representative shall pay to Amtrak such Excess Cost.

Amtrak shall not have the right to incur any expenses or costs for the Systems which are not set forth in the approved Operating Budget, except (i) any costs and expenses incurred in connection with an emergency situation (in which case Amtrak shall promptly notify the Designated HWA Representative of such expense or cost incurred), (ii) any costs and expenses for any line item category which do not exceed 110% of the amount for such line item category set forth in the Operating Budget for such calendar year and (iii) any Contingency Expenditures. Within sixty (60) days after its receipt of a proposed Operating Budget, the Designated HWA Representative shall approve or dispute the proposed Operating Budget. If the Designated HWA Representative fails to approve or dispute the proposed Operating Budget within such sixty (60) period, then it shall be deemed to have approved Amtrak's proposed Operating Budget. If the Designated HWA Representative disputes Amtrak's proposed Operating Budget and Amtrak and the Designated HWA Representative fail to agree upon the Operating Budget prior to the commencement of such calendar year, then the Operating Budget shall be determined by arbitration in accordance with the arbitration procedures set forth in Exhibit K. In the event that a proposed Operating Budget is disputed and the parties are unable to reach agreement before the commencement of the subject calendar year,

then the Operating Budget for such calendar year until the Operating Budget has been finalized shall be the lesser of (x) the amount shown on the Operating Budget submitted by Amtrak for such calendar year and (y) 110% of the amount shown on the Operating Budget for the immediately preceding calendar year.

(iii) Following the completion of the first System, the Designated HWA Representative shall pay to Amtrak, on January 1st and July 1st of each calendar year, an amount (the "Operating Payment") equal to one-half (1/2) of the amount shown on the Operating Budget for such calendar year. Within sixty (60) days after the end of each calendar year, Amtrak shall provide the Designated HWA Representative and each HWA Owner with a statement (the "Year-End Statement"), certified by Amtrak, setting forth in reasonable detail (i) the actual costs and expenses properly incurred by Amtrak in connection with the operation, maintenance, repair and renewal of the Systems (including a detailed itemization of the costs and expenses attributable to each particular System), (ii) interest income earned (if any), and (iii) all amounts (with paid receipts therefor) paid by Amtrak to non-employee third parties in connection with the operation, maintenance, repair and renewal of the Systems for the subject calendar year. If the Year-End Statement indicates an overpayment, then Amtrak within sixty (60) days after the delivery of the Year-End Statement, shall pay to the Designated HWA Representative the amount of such overpayment. If the Year-End Statement indicates a deficiency, then the Designated HWA Representative, within sixty (60) days after its receipt of any Year-End Statement, shall pay to Amtrak the amount of such deficiency.

(d) Each HWA Owner agrees, with respect to the Right of Way Parcel adjacent to the property it owns:

(i) that it will construct crashwalls if required by the standards of the American Railway Engineering Association ("AREA Standards") or by applicable law, in connection with construction by

it on, in, or above such portion of the Right of Way Parcel; such construction to be in accordance with AREA Standards and Amtrak Standards (as hereinabove defined);

(ii) that it will obtain the prior written approval of Amtrak with respect to the plans and scheduling of all construction or related activities (including, but not limited to, lighting and ventilation) to be undertaken within (and to the extent set forth in paragraph (e) below, outside of) the Right of Way Parcel, which approval Amtrak covenants that it shall not unreasonably withhold or delay, such approval to be withheld only if any such plans and/or scheduling, in Amtrak's reasonable opinion, (x) do not comply with AREA standards or Amtrak Standards, (y) cause an unsafe condition to exist or (z) materially interfere with railroad operations (including train schedules) on the Right of Way Parcel. To the extent that the plans and specifications for such construction requires Amtrak's consent or approval, the plan review and approval procedure set forth in Paragraph 4(a) above shall be utilized. In making such decision, Amtrak shall be governed by and subject to the provisions of sections (11) and (12) of Exhibit B to the Deed, a copy of which is attached hereto as Exhibit J, which appear on pages B-10-Second Revision and B-11-Second Revision thereof, and any dispute as to such decision shall be resolved pursuant to said section (12). If Amtrak does not approve such plans or scheduling, it shall promptly advise the HWA Owners of the reason therefor in writing in reasonable detail; and

(iii) that it will, within thirty (30) days after its receipt of an itemized bill, reimburse Amtrak for Amtrak's actual costs (plus a six (6%) percent fee) for (a) Amtrak's review of such HWA Owner's plans, specifications and other matters, (b) any railroad watchmen or other similar employees that Amtrak reasonably deems necessary for the safe operation of trains in the Right of Way Parcel by reason of construction or related activities conducted by such HWA Owner and with respect to which Amtrak's consent is required hereunder, (c) the salary and fringe benefits of an Amtrak Engineer (as hereinafter defined), (d) expanding the current wayside communications and control system from 59th Street to 72nd Street, as same are more particularly described in Exhibit M attached hereto and (e) any work performed by Amtrak at the written request of any HWA Owner. The term "Amtrak Engineer" shall mean an Amtrak employee (i) whose primary assignment is to assist and serve the HWA Owners and (ii) who possesses the requisite employment qualifications and experience for such position. Both Amtrak and the HWA Owners agree that to the extent that the services of the Amtrak Engineer are not being fully utilized by the HWA Owners that the Amtrak Engineer shall be permitted to assist Amtrak on other projects. The HWA Owners shall be jointly and severally liable for the payment of the Amtrak Engineer's salary and fringe benefits, provided, however, that any HWA Owner, by prior written notice to Amtrak, shall have the right to elect to terminate such HWA Owner's utilization of the Amtrak Engineer's services and from and after the date which is thirty (30) days after the giving of

such termination notice such HWA Owner shall no longer be liable for payment of the Amtrak Engineer.

(e) The HWA Owners and Amtrak agree that construction above the Right of Way Parcel requires Amtrak's consent (which shall be given or withheld as provided in subparagraph (d)(ii) above), in the following circumstances:

- (i) for all, but de minimis, construction undertaken in areas above the Right of Way Parcel, prior to those areas having been "Enclosed" (as hereinafter defined); and
- (ii) for material structural construction in areas above the Right of Way Parcel, following those areas having been Enclosed.

The term "Enclosed" shall mean that all exterior walls and the roof for the area in question of the Right of Way Parcel have been substantially completed in accordance with the Approved Plans and Specifications for such area.

(f) The HWA Owners agree that they will retain a qualified consultant for electrification, at no cost to Amtrak. Such consultant shall be reasonably acceptable to Amtrak. Amtrak hereby confirms that the consultants identified on Exhibit E hereto are acceptable to Amtrak. The retained consultant shall develop details for future electrification of the railroad tracks in the Right of Way Parcel. The parties, however, confirm that the HWA Owners shall not be responsible for the design or construction of a catenary or third rail system, bonding and grounding systems or structures, other than inserts for future support of such systems built into new structures over the Right of Way Parcel. Each of the HWA Owners hereby agrees (a) that it shall not unreasonably withhold its consent to the attachment of the necessary apparatus for such electrification to the underside of the roof of the new structures to be constructed by the HWA Owners in the Right of Way Parcel, (provided that such apparatus is attached to the underside of the roof in a reasonable manner)

and (b) to cooperate reasonably with Amtrak in the event that Amtrak should ever seek to effect electrification within the Right of Way Parcel. Amtrak hereby agrees to reimburse the HWA Owners for all reasonable costs and expenses (excluding legal fees) actually incurred by each HWA Owner in connection with the actual implementation of such electrification, including, but not be limited to, all engineering and plan review fees.

(g) (i) Upon request from any HWA Owner, Amtrak agrees that it shall grant to such requesting HWA Owner, in perpetuity, a non-exclusive easement (a "Remainder Easement") over all or any portion of the Remainder Area (hereinafter defined) which is adjacent to such HWA Owner's property for any and all legal uses, provided, however, that, in no event shall the granting of any such easement be deemed a representation by Amtrak with respect to any such HWA Owner's legal title in such area. The term "Remainder Area" means the portion of the Right of Way Parcel which shall lie east of the crash walls to be constructed on the easterly side of the tracks in the Right of Way Parcel. Amtrak agrees that (i) it has no possessory right in any Remainder Area and (ii) it shall not grant any easement (except as hereinafter provided) in, on or through any Remainder Area to any other person, party or entity other than an HWA Owner. Notwithstanding the foregoing, Amtrak shall have the right to (i) install fiber optic or other cables in any Remainder Area and (ii) to grant easements in any Remainder Area to other entities for the installation and maintenance of fiber optic or other cables.

(ii) If any HWA Owner so requests that Amtrak grant a Remainder Easement, then Amtrak shall promptly execute, acknowledge, and deliver such documents as the HWA Owner may reasonably request to grant the Remainder Easement. In amplification and not in limitation of the foregoing, if any HWA Owner requests that Amtrak grant a Remainder Easement and that Amtrak enter into an easement agreement evidencing same (the "Easement Agreement"), then (I) the requesting HWA Owner shall prepare all of the documents and instruments necessary to

evidence the granting of such Remainder Easement and to cause the Easement Agreement to be recorded of record and (II) Amtrak, within thirty (30) days after its receipt of the foregoing documents and instruments, shall execute (and, where applicable, acknowledge) the same and return the same to such HWA Owner. Amtrak agrees to confirm and reconvey any easement granted in this paragraph (g) as crash walls are constructed.

(iii) In the event that any HWA Owner is granted a Remainder Easement, each HWA Owner agrees with respect to all or any portion of the respective Remainder Area that it has been granted a Remainder Easement that:

- (A) it shall use such area in accordance with applicable law and in such a manner so as not to unreasonably interfere with the installation and maintenance of any fiber optic or other cables which either theretofore or thereafter may be located in such area;
- (B) it shall repair and maintain any improvements it shall construct within its Remainder Area and shall repair any damage to Amtrak improvements caused by it (or by those claiming by, through or under it);
- (C) it shall at all times maintain in full force and effect with respect to its Remainder Area insurance substantially equivalent to the insurance required in the third and fourth paragraph of section (15) of Exhibit B to the Deed, as revised by the provisions of Paragraph 10 of this Agreement; and
- (D) it shall pay, or reimburse Amtrak for any and all real estate taxes and assessments that may be due as a result of its ownership of such Remainder Easement.

(iv) Notwithstanding the foregoing, any HWA Owner may at any time elect to abandon a Remainder Easement. If any HWA Owner elects to so abandon a Remainder Easement (and all of such HWA's Owners rights and obligations thereunder) and to terminate the Easement Agreement, then such HWA Owner shall have the right to file a declaration of record stating that such Remainder Easement is abandoned whereupon such Remainder Easement shall be deemed abandoned.

(v) Amtrak agrees that it shall use the Right of Way Parcel solely for lawful purposes.

5. Amtrak Easement:

A. The HWA Owners hereby grant to Amtrak, subject to the terms and conditions herein set forth, the following permanent non-exclusive easements on and over the following described HWA Property:

(i) a right-of-way (the "#1 ROW") extending along the western boundary of the Right of Way Parcel from West 72nd Street to West 61st Street, as such area is shown cross-hatched on Exhibit F attached hereto.

(ii) a right-of-way of not less than twelve (12) feet in width (the "#2 ROW") between (x) a point of vehicular access from any public street, road or highway (the "point of access") and (y) #1 ROW, shown on Exhibit G attached hereto. The present location of #2 ROW is the area shown cross-hatched on Exhibit N attached hereto but the HWA Owners shall have the right in their sole discretion, upon reasonable prior notice to Amtrak, exercisable at any time and from time to time, to change the location of #2 ROW in whole or in part. In the event that Amtrak obtains access to #1 ROW by any other means than from #2 ROW, including without limitation, from any public streets or highways, or other property or by virtue of any other easement, such that Amtrak can access #1 ROW in a manner substantially equivalent to the access that is to be afforded by #2 ROW, then Amtrak (x) shall notify the HWA Owners that it has received such access and (y) shall state whether such access is of a permanent

or temporary nature. If Amtrak is able to gain permanent alternate access to #1 ROW, then the HWA Owners may terminate #2 ROW permanently. In the event that Amtrak is able to gain only non-permanent alternate access to #1 ROW, then Amtrak (a) shall not utilize #2 ROW for as long as such alternate access is available to Amtrak, (b) agrees not to voluntarily surrender its rights to utilize such alternate access and (c) shall provide the HWA Owners with at least sixty (60) days prior written notice of the expiration or termination of such alternate access.

(iii) Amtrak acknowledges that #1 ROW and #2 ROW may be enclosed in whole or in part in connection with the construction of buildings and other facilities on the HWA Owners property and the Right of Way Parcel. In connection therewith, the parties hereto agree that the height of #1 ROW and #2 ROW shall be not less than fourteen feet six (14'6") inches measured from grade to the lower of (a) the underside of the structure or structures erected above grade and (b) any projections from such structure or structures. Notwithstanding the foregoing, any HWA Owner may install projections through either #1 ROW or #2 ROW provided, however, that such projections shall not interfere with vehicular access to either #1 ROW or #2 ROW by Amtrak.

Additionally, it is agreed that any HWA Owner may make reasonable changes to the level of grade, as and to the extent required, in order to accommodate the aforesaid height. Further, each party agrees that any improvements within #1 ROW and #2 ROW shall not materially obstruct the use of either of such ROW for the purposes permitted hereunder.

B. (i) The HWA Owners and Amtrak acknowledge that pursuant to the Restrictive Declaration (hereinafter defined) the City of New York may exercise an option at some future date to be granted an easement (the "Light Rail Easement") on the portions of the HWA Property on which #1 ROW lies for the purposes of the construction, maintenance and operation of a portion of a light rail system to be constructed by the City of New York.

The HWA Owners, as required by the Restrictive Declaration, shall have the right in their sole discretion, exercisable at any time and from time to time, to grant the Light Rail Easement over all or any part of land on which now exists the #1 ROW and/or the #2 ROW to the City of New York or any department or agency thereof. The HWA Owners have exhibited to Amtrak certain letters regarding the Light Rail Easement (including a letter from the City of New York), a copy of such letters are attached hereto as Exhibit H. In the letters the City of New York acknowledges that the Light Rail Easement is to be a non-exclusive easement. In substance such letters provide that Amtrak may use the Light Rail Easement area for the servicing and maintenance of its tracks in the Right of Way Parcel, provided reasonable conditions are satisfied. Amtrak agrees that it shall use its reasonable best efforts to satisfy and shall agree to such reasonable conditions as may be established by the HWA Owners. The HWA Owners agree that they shall not grant the Light Rail Easement unless they receive a binding commitment from the City of New York (bearing in mind that the City of New York is a sovereign entity) providing for Amtrak's continued use thereof. Upon the granting of the Light Rail Easement and the receipt of the aforementioned binding commitment from the City of New York, the #1 ROW shall terminate. In the event that Amtrak is able to gain permanent alternate access to the Light Rail Easement Area (other than through the use of the #2 ROW), then the #2 ROW shall terminate. If an HWA Owner so requests, Amtrak shall promptly execute, acknowledge, and deliver such documents as the HWA Owner may reasonably request to evidence or confirm such termination or modification of Amtrak's rights. As used herein, the term Restrictive Declaration shall mean the Restrictive Declaration dated December 17, 1992 and recorded in Reel 1934, at Page 00001 of the Register's Office on January 6, 1993.

C. Amtrak agrees that it may utilize the #1 ROW and the #2 ROW only for motor vehicle ingress and egress to the Right

of Way Parcel and the Northern Parcel (hereinafter defined). Amtrak shall comply with all applicable laws and such reasonable rules and conditions as may be established by the HWA Owners. The term Northern Parcel shall mean that certain parcel of land that (x) directly abuts the northern boundary of the HWA Property, (y) extends not less than one-half (1/2) mile in length and (z) is utilized by Amtrak in connection with its railroad operations.

D. Amtrak agrees with respect to the #1 ROW and the #2 ROW that:

- (i) it shall use such areas in accordance with applicable law;
- (ii) it shall repair any damage to improvements and facilities caused by Amtrak (and those claiming by, through or under it);
- (iii) it shall at all times maintain in full force and effect insurance satisfying the criteria set forth on Exhibit I, provided that it may, upon reasonable prior notice to the HWA Owners, self insure any insurance requirements set forth in such exhibit, provided, further, however, that only Amtrak (and not its successors and assigns under the Deed) shall have the right to self insure without obtaining the consent of the HWA Owners (which consent the HWA Owners may grant or deny in their sole discretion);
- (iv) it shall maintain such reasonable security gates and fences for both ROWs as the HWA Owners may install; and
- (v) it shall use reasonable efforts to secure the ROWs and to prevent the use of and access to the ROWs by all unauthorized parties.

6. Termination of Newsprint Easement:

Amtrak acknowledges that it has heretofore abandoned, and hereby confirms that it terminates and releases, its right, if any, to use an access roadway for delivery of newsprint which is set forth in the last paragraph on page B-6 (Reel 594, Page 500) of the Order, which paragraph carries over onto page B-7 (Reel 594, Page 501) of the Order, and said paragraph shall be deemed deleted from the Order and the Deed.

7. Covenants Run With the Land:

Amtrak and the HWA Owners covenant and agree for themselves and their respective successors and assigns that all rights and covenants provided for in this Agreement shall run with the land as to benefits and burdens, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. Amtrak Indemnity:

Amtrak shall indemnify, defend, and save harmless the Indemnitees from all loss, damage, expense, claims and actions they may suffer or sustain or be held liable for whatsoever and to whomsoever belonging, to the extent that such arises by reason of any acts or omissions of Amtrak, its contractors, subcontractors, employees, agents and suppliers, in connection with the use by any of them of #1 ROW, # 2 ROW or the Light Rail Easement (if same is constructed). As used in this paragraph, the term "Indemnitees" means each of the HWA Owners and the partners, officers, directors, shareholders, agents, employees and contractors of each of the HWA Owners.

9. HWA Indemnity:

Each HWA Owner shall indemnify, defend, and save harmless RAILROAD from all loss, damage, expense, claims and actions they may suffer or sustain or be held liable for whatsoever and to whomsoever belonging, to the extent that such arises by reason of any acts or omissions of such HWA Owner or such HWA Owner's contractors, subcontractors, employees, agents and suppliers on or about the Right of Way Parcel, #1 ROW or #2

ROW. As used in this paragraph, the term "RAILROAD" shall mean the following: any railroad, including Amtrak, whose trains are operating on the Right of Way Parcel and their respective officers, directors, employees, shareholders, agents, contractors, lessees and licensees.

10. Modification of Insurance:

(a) The third and fourth paragraphs of section (15) of Exhibit B to the Deed, which appear on pages B-12-Second Revision and B-13-Revised thereof, are hereby revised and amended to read in their entirety as follows, and the insurance required therein to be provided (or caused to be provided) by each HWA Owner with respect to, and as assurance for but not in limitation of, any liability assumed by each HWA Owner in this Agreement:

Before entering on the Right-of Way Parcel in connection with any construction at any time, and continuing thereafter throughout the period of construction, Grantor, as assurance for but not in limitation of the liability assumed hereunder by Grantor, shall provide Comprehensive General Liability Insurance in an amount of not less than twenty-five million dollars (\$25,000,000) per occurrence, combined single limit for bodily injury (including disease or death) and property damage (including loss of use) liability. Upon completion of construction the above limits may be reduced to an amount of not less than two million dollars (\$2,000,000) per occurrence, combined single limit for bodily injury (including disease or death) and property damage (including loss or use) liability. The policy or policies of such insurance shall be endorsed to cover the contractual liability of Grantor assumed hereunder with the deletion of all railroad exclusions. Grantee shall be named as additional assured under all these policies, or separate protective policies shall be issued in the name of Grantee.

In addition to and not in substitution for the foregoing insurance, before entering on the Right-of-Way Parcel in connection with any construction at any time, and during such work, and until no further work in connection therewith shall be required in or about said Right-of-Way Parcel (which, in the case of a new building, shall be at least until the lower level of such building shall have been completed and shall have covered over the track area), Grantor shall provide or cause its contractor to provide a policy or policies of Railroad Protective Liability Insurance in the current ISO form. Such policy or policies shall have limits of liability of not less than twenty-five million dollars (\$25,000,000) per occurrence, combined single limit for losses arising out of injury or death to all persons, and for physical loss or damage to or destruction of property, including loss of use thereof. Such Railroad Protective Liability Insurance shall be in the name of Grantee as insured.

(b) The insurance required to be provided to Amtrak (i.e. "Grantee") pursuant to the Deed, as herein amended, shall be deemed satisfied whether provided by any one or more of the HWA Owners (i.e. "Grantor") (or agents or representatives acting on their behalf). It is the intention of the parties hereto that the insurance coverages stated above shall be in force for all portions of the Right of Way Parcel at all times required, but that such coverage need not be provided by any one or more particular HWA Owner.

(c) Amtrak agrees that it shall provide a policy or policies of insurance satisfying the conditions in Exhibit I hereto, naming as an additional insured each party entitled to the benefit of the indemnity given by Amtrak under Paragraph 8 above. Amtrak shall furnish evidence of such insurance coverage as reasonably requested by an HWA Owner, provided, however, that it may, upon reasonable prior notice to the HWA Owners, self

insure any insurance requirements set forth in Exhibit I, provided, further, however, that only Amtrak (and not its successors and assigns under the Deed) shall have the right to self insure without obtaining the consent of the HWA Owners (which consent the HWA Owners may grant or deny in their sole discretion).

11. Saving Clause, etc.:

If any non-material term provision of this Agreement or the application thereof to any person or circumstances shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. This Agreement contains the entire agreement between the parties hereto and shall be binding upon, and inure to the benefit of, their respective legal representatives, successors and assigns. Any agreement hereafter made shall be ineffective to change, modify, waive, release, discharge, terminate, or effect an abandonment of this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, waiver, release, discharge, termination, or the effecting of abandonment is sought. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York except as otherwise required by Federal Law. Captions and headings are for convenience of reference only and do not limit or restrict the meaning of any provision hereof.

12. Recordation:

It is intended that this Agreement shall be recorded in the public records of New York County, New York.

13. Notices:

Any notice, request or other communication to either party by the other as provided for herein shall be given in writing to the addressees set forth below, sent by first-class mail or by overnight courier, and shall be deemed given upon actual receipt by the addressee. Construction plans and specifications need only be submitted to Amtrak's Chief Engineer.

If to Amtrak: Chief Engineer  
National Railroad Passenger Corp.  
30th Street Station  
30th and Market Street  
Philadelphia, PA 19104

with a copy to: Division General Manager  
National Railroad Passenger Corp.  
400 West 31st Street  
New York, New York 10001

If to an HWA Owner: 725 Fifth Avenue  
New York, New York 10022

A party may change its foregoing recipient(s) and/or address(es) upon written notice to the other parties.

IN WITNESS WHEREOF the undersigned by their duly authorized representatives have executed this Agreement as of the day and year first above written.

Signed and acknowledged  
in the presence of:

Elizabeth Sheridan

Hudson Waterfront Associates,  
L.P.

By: Hudson Waterfront  
Corporation, its general  
partner

By: Paul Van Puyen Puyis  
Name: Paul Van Puyen Puyis  
Title: Vice President

Signed and acknowledged  
in the presence of:

Elizabeth Sheridan

Hudson Waterfront Associates  
I, L.P.

By: Hudson Waterfront I  
Corporation, its general  
partner

By: Paul Van Puyen Puyis  
Name: Paul Van Puyen Puyis  
Title: Vice President

Signed and acknowledged  
in the presence of:

Elizabeth Sheridan

Hudson Waterfront Associates  
II, L.P.

By: Hudson Waterfront II  
Corporation, its general  
partner

By: P. Van D. N.  
Name: Paul Van Den Davis  
Title: Vice President

Signed and acknowledged  
in the presence of:

Elizabeth Sheridan

Hudson Waterfront Associates  
III, L.P.

By: Hudson Waterfront III  
Corporation, its general  
partner

By: P. Van D. N.  
Name: Paul Van Den Davis  
Title: Vice President

Signed and acknowledged  
in the presence of:

Elizabeth Sheridan

Hudson Waterfront Associates  
IV, L.P.

By: Hudson Waterfront IV  
Corporation, its general  
partner

By: P. Van D. N.  
Name: Paul Van Den Davis  
Title: Vice President

Signed and acknowledged  
in the presence of:

Elizabeth Sheridan

Hudson Waterfront Associates  
V, L.P.

By: Hudson Waterfront V  
Corporation, its general  
partner

By: P. Van D. N.  
Name: Paul Van Den Davis  
Title: Vice President

Attest:

M. Marcus Quinn  
Secretary  
Asst. Corporate Secretary

NATIONAL RAILROAD PASSENGER  
CORPORATION

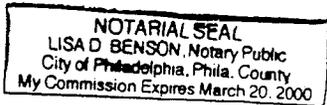
By: Alison Conway-Smith  
Vice President and  
Chief Engineer

S E A L

Amtrak Law Department  
Approved as to form  
By: Janet P. Roberts  
17 June 1997

STATE OF PENNSYLVANIA )  
 ) ss.:  
COUNTY OF PHILADELPHIA )

On the 28<sup>th</sup> day of July, 1997, before me personally came Alison Conway-Smith, to me known, who being by me duly sworn, did depose and say that her business address is c/o National Railroad Passenger Corporation, 30th Street Station, 30th and Market Streets, Philadelphia, Pennsylvania 19104; that she is a Vice President and Chief Engineer of National Railroad Passenger Corporation, the corporation described in and which executed the above instrument; and that she executed the foregoing instrument by the authority of the Board of Directors of said corporation.



Lisa D. Benson  
Notary Public

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF NEW YORK )

On the 24<sup>th</sup> day of August, 1997, before me personally came Paul Van Den Bergh, to me known to be the individual who executed the foregoing instrument and who, being duly sworn by me, did depose and say that he resides at 725 Fifth Avenue, New York, NY; that he is the Vice President of Hudson Waterfront Corporation, which corporation is the general partner of HUDSON WATERFRONT ASSOCIATES, L.P., a Delaware limited partnership, and that he executed the foregoing instrument by authority of the Board of Directors of said corporation, for and on behalf of HUDSON WATERFRONT ASSOCIATES, L.P.

[Signature]  
Notary Public

SUSANNE M. CONNOLLY  
Notary Public, State of New York  
No. 02CO5063348  
Qualified in New York County  
Commission Expires July 22, 1998

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF NEW YORK )

On the 26<sup>th</sup> day of August, 1997, before me personally came Paul Van Den Bergh, to me known to be the individual who executed the foregoing instrument and who, being duly sworn by me, did depose and say that he resides at 725 Fifth Avenue, New York, NY; that he is the Vice President of Hudson Waterfront I Corporation, which corporation is the general partner of HUDSON WATERFRONT ASSOCIATES I, L.P., a Delaware limited partnership, and that he executed the foregoing instrument by authority of the Board of Directors of said corporation, for and on behalf of HUDSON WATERFRONT ASSOCIATES I, L.P.

[Signature]  
Notary Public

SUSANNE M. CONNOLLY  
Notary Public, State of New York  
No. 02CO5063348  
Qualified in New York County  
Commission Expires July 22, 1998

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF NEW YORK )

On the 26th day of August, 1997, before me personally came Paul Van Den Driess, to me known to be the individual who executed the foregoing instrument and who, being duly sworn by me, did depose and say that he resides at 725 Fifth Avenue, New York, NY; that he is the Vice President of Hudson Waterfront II Corporation, which corporation is the general partner of HUDSON WATERFRONT ASSOCIATES II, L.P., a Delaware limited partnership, and that he executed the foregoing instrument by authority of the Board of Directors of said corporation, for and on behalf of HUDSON WATERFRONT ASSOCIATES II, L.P.



Notary Public

SUSANNE M. CONNOLLY  
Notary Public, State of New York  
No. 02CO5063348  
Qualified in New York County  
Commission Expires July 22, 1998

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF NEW YORK )

On the 26th day of August, 1997, before me personally came Paul Van Den Driess to me known to be the individual who executed the foregoing instrument and who, being duly sworn by me, did depose and say that he resides at 725 Fifth Avenue, New York, NY; that he is the Vice President of Hudson Waterfront III Corporation, which corporation is the general partner of HUDSON WATERFRONT ASSOCIATES III, L.P., a Delaware limited partnership, and that he executed the foregoing instrument by authority of the Board of Directors of said corporation, for and on behalf of HUDSON WATERFRONT ASSOCIATES III, L.P.



Notary Public

SUSANNE M. CONNOLLY  
Notary Public, State of New York  
No. 02CO5063348  
Qualified in New York County  
Commission Expires July 22, 1998

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF NEW YORK )

On the 26th day of August, 1997, before me personally came Paul Van Den Driess, to me known to be the individual who executed the foregoing instrument and who, being duly sworn by me, did depose and say that he resides at 725 Fifth Avenue, New York, NY; that he is the Vice President of Hudson Waterfront IV Corporation, which corporation is the general partner of HUDSON WATERFRONT ASSOCIATES IV, L.P., a Delaware limited partnership, and that he executed the foregoing instrument by authority of the Board of Directors of said corporation, for and on behalf of HUDSON WATERFRONT ASSOCIATES IV, L.P.



Notary Public

SUSANNE M. CONNOLLY  
Notary Public, State of New York  
No. 02CO5063348  
Qualified in New York County  
Commission Expires July 22, 1998

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF NEW YORK )

On the 26th day of August, 1997, before me personally came Paul Vanden Nuis to me known to be the individual who executed the foregoing instrument and who, being duly sworn by me, did depose and say that he resides at 725 Fifth Avenue, New York, NY; that he is the Vice President of Hudson Waterfront V Corporation, which corporation is the general partner of HUDSON WATERFRONT ASSOCIATES V, L.P., a Delaware limited partnership, and that he executed the foregoing instrument by authority of the Board of Directors of said corporation, for and on behalf of HUDSON WATERFRONT ASSOCIATES V, L.P.



\_\_\_\_\_  
Notary Public

SUSANNE M. CONNOLLY  
Notary Public, State of New York  
No. 02CO5063348  
Qualified in New York County  
Commission Expires July 22, 1998

SCHEDULE A-1

1. Deed dated as of the 30th day of June, 1994 from Penn Yard Associates to Hudson WaterFront Associates, L.P. and recorded on July 5, 1994 in Reel 2112 Page 2231 in the Office of the City Register, New York County (the "Register's Office"):

Said Deed has been corrected by the following:

- (a) Deed dated the 1st day of December, 1994 from Hudson WaterFront Associates, L.P. to Hudson WaterFront Associates II, L.P. and recorded on January 9, 1995 in Reel 2171 Page 507 in the Register's Office; and
- (b) Deed dated the 12th day of December, 1995 from Hudson WaterFront Associates, L.P. to Hudson WaterFront Associates II, L.P. and recorded on December 15, 1995 in Reel 2271 Page 2344 in the Register's Office.

SCHEDULE A-2

1. Deed and Indenture dated January 10, 1986 between Consolidated Rail Corporation, as grantor, and CRC Properties, Inc., as grantee, and recorded on June 25, 1986 in Reel 1080 Page 974 in the Office of the City Register, New York County (the "Register's Office"):
2. Indenture dated January 10, 1986 between Consolidated Rail Corporation, as grantor, and National Road Passenger Corporation, as grantee, and recorded on May 6, 1986 in Reel 1059 Page 1108 in the Register's Office.

EXHIBIT A

RIVERSIDE SOUTH

METES AND BOUNDS  
PARCEL A

Beginning at a point;  
a distance of 596.16 feet West of the corner formed by the  
intersection of the Southerly line of West 72nd Street and the  
Westerly line of West End Avenue, as shown on Alteration Map  
Acc. No. 30140 dated May 15,1992:  
Thence South 90 Degrees 00 Minutes 00 Seconds West,  
a distance of 12.06 feet to a point;  
Thence around a curve to the left  
through a central angle of 86 Degrees 53 Minutes 12 Seconds  
an arc distance of 181.97 feet,a radius of 120.00 feet and  
a chord bearing of South 46 Degrees 33 Minutes 20 Seconds West  
with a distance of 165.03 feet to a point  
Thence around a curve to the left  
through a central angle of 02 Degrees 39 Minutes 52 Seconds  
an arc distance of 120.91 feet,a radius of 2600.00 feet and  
a chord bearing of South 01 Degrees 46 Minutes 48 Seconds West  
with a distance of 120.90 feet to a point  
Thence South 90 Degrees 00 Minutes 00 Seconds East,  
a distance of 172.81 feet to a point;  
Thence North 09 Degrees 00 Minutes 53 Seconds West,  
a distance of 237.27 feet  
to the POINT OF BEGINNING.  
Containing 32474.64 square feet or 0.75 acres, more or less.

Excluding the volume within the parcel described below,  
from a point 18 feet 4 inches above AMTRAK's top of rail  
to the center of the earth:

Beginning at a point;  
Thence South 90 Degrees 00 Minutes 00 Seconds West,  
a distance of 6.92 feet to a point;  
Thence around a curve to the left  
through a central angle of 26 Degrees 29 Minutes 38 Seconds  
an arc distance of 48.54 feet,a radius of 120.00 feet and  
a chord bearing of South 78 Degrees 24 Minutes 25 Seconds West  
with a distance of 48.21 feet to a point  
Thence South 09 Degrees 00 Minutes 51 Seconds East,  
a distance of 227.45 feet to a point;  
Thence South 90 Degrees 00 Minutes 00 Seconds East,  
a distance of 55.69 feet to a point;  
Thence North 09 Degrees 00 Minutes 51 Seconds West,  
a distance of 237.26 feet  
to the POINT OF BEGINNING.  
Containing 12898.48 square feet or 0.30 acres, more or less.

EXHIBIT A

**RIVERSIDE SOUTH**

**METES AND BOUNDS  
PARCEL B**

Beginning at a point;  
a distance of 723.34 feet West of the corner formed by the  
intersection of the Northerly line of West 70th Street and the  
Westerly line of West End Avenue, as shown on Alteration Map  
Acc. No. 30140 dated May 15,1992:

Thence North 90 Degrees 00 Minutes 00 Seconds East,  
a distance of 200.97 feet to a point;  
Thence North 09 Degrees 00 Minutes 53 Seconds West,  
a distance of 233.72 feet to a point;  
Thence North 90 Degrees 00 Minutes 00 Seconds West,  
a distance of 172.81 feet to a point;  
Thence around a curve to the left  
through a central angle of 05 Degrees 05 Minutes 31 Seconds  
on an arc distance of 231.06 feet, a radius of 2600.00 feet and  
a chord bearing of South 02 Degrees 05 Minutes 53 Seconds East  
with a distance of 230.99 feet  
to the POINT OF BEGINNING.  
Containing 43537.66 square feet or 1.00 acres, more or less.

Excluding the volume within the parcel described below,  
from a point 18 feet 4 inches above AMTRAK's top of  
rail to the center of the earth:

Beginning at a point;  
Thence North 90 Degrees 00 Minutes 00 Seconds East,  
a distance of 55.69 feet to a point;  
Thence North 09 Degrees 00 Minutes 51 Seconds West,  
a distance of 233.72 feet to a point;  
Thence North 90 Degrees 00 Minutes 00 Seconds West,  
a distance of 55.69 feet to a point;  
Thence South 09 Degrees 00 Minutes 51 Seconds East,  
a distance of 233.72 feet  
to the POINT OF BEGINNING.  
Containing 12859.32 square feet or 0.30 acres, more or less.

EXHIBIT A

**RIVERSIDE SOUTH**

**METES AND BOUNDS  
PARCEL C**

Beginning at the intersection of the Southerly line of West 70th Street and the Westerly line of Freedom Place, as shown on Alteration Map Acc. No. 30140 dated May 15, 1992:  
Thence North 90 Degrees 00 Minutes 00 Seconds West, a distance of 205.93 feet to a point;  
Thence around a curve to the left through a central angle of 04 Degrees 42 Minutes 10 Seconds an arc distance of 213.41 feet, a radius of 2600.00 feet and a chord bearing of South 08 Degrees 46 Minutes 00 Seconds East with a distance of 213.35 feet to a point  
Thence North 90 Degrees 00 Minutes 00 Seconds East, a distance of 206.87 feet to a point;  
Thence North 09 Degrees 00 Minutes 53 Seconds West, a distance of 213.47 feet to the POINT OF BEGINNING.  
Containing 43828.59 square feet or 1.01 acres, more or less.

Excluding the volume within the parcel described below, from a point 18 feet 4 inches above AMTRAK's top of rail to the center of the earth:

Beginning at a point;  
Thence North 90 Degrees 00 Minutes 00 Seconds West, a distance of 55.69 feet to a point;  
Thence South 09 Degrees 00 Minutes 57 Seconds East, a distance of 213.47 feet to a point;  
Thence North 90 Degrees 00 Minutes 00 Seconds East, a distance of 55.69 feet to a point;  
Thence North 09 Degrees 00 Minutes 51 Seconds West, a distance of 213.47 feet to the POINT OF BEGINNING.

Containing 11743.35 square feet or 0.27 acres, more or less.

EXHIBIT A

DESCRIPTION OF PHASE 1 - Parcels D, E, F and G  
RIVERSIDE SOUTH

BEGINNING at a point a distance of 188.2047 feet south of the corner formed by the intersection of the southerly line of West 70th Street and the westerly line of Freedom Place, as shown on Alteration Map Acc. No. 30140 dated May 15, 1992:

- 1) running thence southerly, along the westerly line of Freedom Place South a distance of 661.4528 feet to a point of curve;
- 2) thence southerly, along said curve to the left with a central angle of 2 degrees 9 minutes 29.0376 seconds and a radius of 4967.0000 feet a distance of 187.0838 feet to a point;
- 3) thence westerly, on a deflection to the right, 11 degrees 10 minutes 21.9576 seconds from the radial line from the curve center, a distance of 35.7678 to a point;
- 4) thence southeasterly, along a line forming an interior angle of 81 degrees 16 minutes 23.1168 seconds with the preceding course, a distance of 13.5772 feet to a point;
- 5) thence westerly, along a line forming an interior angle of 81 degrees 33 minutes 29.3004 seconds with the preceding course, a distance of 4.0201 feet to a point;
- 6) thence southerly, along a line forming an interior angle of 89 degrees 54 minutes 12.8988 seconds with the preceding course, a distance of 23.7700 feet to a point;
- 7) thence southeasterly, along a line forming an interior angle of 132 degrees 58 minutes 31.6450 seconds with the preceding course, a distance of 2.6747 feet to a point;
- 8) thence southerly, along a line forming an interior angle of 132 degrees 52 minutes 44.0540 seconds with the preceding course, a distance of 216.7600 feet to a point;
- 9) thence westerly, along a line forming an interior angle of 90 degrees 0 minutes 0 seconds with the preceding course, a distance of 216.2478 feet to a point of curve;
- 10) thence northerly, along said curve to the left with a central angle of 16 degrees 40 minutes 48.3240 seconds and a radius of 2245.0000 feet, a distance of 653.5700 feet to a point;

EXHIBIT A

- 11) thence northerly, on a deflection to the left 90 degrees 0 minutes 0 seconds from the radial line from the curve center, a distance of 144.1072 feet to a point;
- 12) thence southwesterly, along a line forming an interior angle of 70 degrees 45 minutes 12.1860 seconds with the preceding course, a distance of 95.0000 feet to a point;
- 13) thence northeasterly, along a line forming an interior angle of 90 degrees 0 minutes 0 seconds with the preceding course, a distance of 22.0000 feet to a point;
- 14) thence southwesterly, along a line forming an interior angle of 90 degrees 0 minutes 0 seconds with the preceding course, a distance of 222.2532 feet to a point;
- 15) thence northerly, along a line forming an interior angle of 56 degrees 30 minutes 0 seconds with the preceding course, a distance of 631.1988 feet to a point;
- 16) thence westerly, along a line forming an interior angle of 90 degrees 0 minutes 0 seconds with the preceding course, a distance of 25.0000 feet to a point;
- 17) thence southwesterly, along a line forming an interior angle of 146 degrees 30 minutes 0 seconds with the preceding course, a distance of 771.8406 feet to a point;
- 18) thence northerly, along a line forming an interior angle of 65 degrees 0 minutes 0 seconds with the preceding course, a distance of 58.9958 feet to a point;
- 19) thence northeasterly, along a line forming an interior angle of 115 degrees 0 minutes 0 seconds with the preceding course, a distance of 636.9965 feet to a point;
- 20) thence northeasterly, along a line forming an interior angle of 153 degrees 45 minutes 36.0000 seconds with the preceding course, a distance of 42.9998 feet to a point;
- 21) thence northerly, along a line forming an interior angle of 149 degrees 44 minutes 24.0000 seconds with the preceding course, a distance of 17.0446 feet to a point;
- 22) thence easterly, along a line forming an interior angle of 90 degrees 0 minutes 0 seconds with the preceding course, a distance of 30.0101 feet to a point;
- 23) thence northeasterly, along a line forming an interior angle of 108 degrees 26 minutes 6.0000 seconds with the preceding course, a distance of 94.8646 feet to a point;
- 24) thence northerly, along a line forming an interior angle of 161 degrees 33 minutes 54.0000 seconds with the preceding course, a distance of 435.1390 feet to a point;

EXHIBIT A

- 25) thence easterly, along a line forming an interior angle of 90 degrees 0 minutes 0 seconds with the preceding course, a distance of 271.7698 feet to a point of curve;
- 26) thence southerly, along said curve to the left with a central angle of 33 degrees 45 minutes 27.1584 seconds and a radius of 200.0000 feet, a distance of 117.8361 feet to a point of compound curvature;
- 27) thence southerly, along said curve to the left with a central angle of 6 degrees 56 minutes 50.1864 seconds and a radius of 2680.0000 feet, a distance of 324.9575 feet to a point;
- 28) thence southwesterly, on a deflection to the left 29 degrees 30 minutes 54.2844 seconds from the radial line from the curve center, a distance of 101.2050 feet to a point of curve;
- 29) thence southerly, along said curve to the left with a central angle of 5 degrees 38 minutes 13.6356 seconds and a radius of 2104.2500 feet, a distance of 207.0294 feet to a point;
- 30) thence southeasterly, on a deflection to the left 90 degrees 0 minutes 0 seconds from the radial line from the curve center, a distance of 286.8825 feet to a point;
- 31) thence northeasterly, along a line forming an interior angle of 72 degrees 18 minutes 35.2512 seconds with the preceding course, a distance of 50.9796 feet to a point;
- 32) thence northwesterly, along a line forming an interior angle of 109 degrees 14 minutes 47.8140 seconds with the preceding course, a distance of 25.5876 feet to a point of curve;
- 33) thence northerly, along said curve to the right with a central angle of 4 degrees 0 minutes 51.1380 seconds and a radius of 2680.0000 feet, a distance of 187.7637 feet to a point;
- 34) thence easterly, on a deflection to the left 10 degrees 14 minutes 21.0444 seconds from the radial line from the curve center, a distance of 289.0192 feet to the point or place of BEGINNING.

The above described parcel is located in Section 4 Block 1171 of the Land Map of the Borough of Manhattan, County, City and State of New York.

EXHIBIT A

**RIVERSIDE SOUTH**

**METES AND BOUNDS  
PARCEL H**

Beginning at a point;  
a distance of 533.27 feet West of the corner formed by the  
intersection of the Northerly line of West 64th Street and the  
Westerly line of West End Avenue, as shown on Alteration Map  
Acc. No. 30140 dated May 15,1992:  
Thence South 90 Degrees 00 Minutes 00 Seconds East,  
a distance of 156.40 feet to a point;  
Thence around a curve to the right  
through a central angle of 03 Degrees 46 Minutes 19 Seconds  
on an arc distance of 55.96 feet,a radius of 850.00 feet and  
a chord bearing of North 03 Degrees 45 Minutes 39 Seconds West  
with a distance of 55.95 feet to a point  
Thence North 88 Degrees 07 Minutes 30 Seconds East,  
a distance of 1.06 feet to a point;  
Thence North 00 Degrees 00 Minutes 00 Seconds East,  
a distance of 174.97 feet to a point;  
Thence South 00 Degrees 00 Minutes 00 Seconds West,  
a distance of 135.29 feet to a point;  
Thence around a curve to the right  
through a central angle of 05 Degrees 42 Minutes 32 Seconds  
on an arc distance of 231.67 feet,a radius of 2325.00 feet and  
a chord bearing of South 04 Degrees 34 Minutes 57 Seconds West  
with a distance of 231.57 feet  
to the POINT OF BEGINNING.  
Containing 32945.68 square feet or 0.76 acres, more or less.

Excluding the volume within the parcel described below,  
from a point 18 feet 4 inches above AMTRAK's top of  
rail to the center of the earth:

Beginning at a point;  
Thence South 90 Degrees 00 Minutes 00 Seconds East,  
a distance of 42.08 feet to a point;  
Thence around a curve to the right  
through a central angle of 03 Degrees 46 Minutes 19 Seconds  
on an arc distance of 55.96 feet,a radius of 850.00 feet and  
a chord bearing of North 03 Degrees 45 Minutes 39 Seconds West  
with a distance of 55.95 feet to a point  
Thence South 88 Degrees 07 Minutes 30 Seconds East,  
a distance of 1.06 feet to a point;  
Thence North 00 Degrees 00 Minutes 00 Seconds East,  
a distance of 174.97 feet to a point;  
Thence South 90 Degrees 00 Minutes 00 Seconds West,  
a distance of 54.81 feet to a point;  
Thence around a curve to the left  
through a central angle of 01 Degrees 34 Minutes 04 Seconds  
on an arc distance of 24.03 feet,a radius of 878.17 feet and  
a chord bearing of North 04 Degrees 30 Minutes 08 Seconds West  
with a distance of 24.03 feet  
to the POINT OF BEGINNING.  
Containing 10942.75 square feet or 0.25 acres, more or less.

EXHIBIT A

**RIVERSIDE SOUTH**

**METES AND BOUNDS  
PARCEL I**

Beginning at a point;  
a distance of 581.86 feet West of the corner formed by the  
intersection of the Northerly line of West 63rd Street and the  
Westerly line of West End Avenue, as shown on Alteration Map  
Acc. No. 30140 dated May 15, 1992:  
Thence North 90 Degrees 00 Minutes 00 Seconds East,  
a distance of 275.86 feet to a point;  
Thence North 00 Degrees 00 Minutes 00 Seconds East,  
a distance of 187.83 feet to a point;  
Thence South 90 Degrees 00 Minutes 00 Seconds West,  
a distance of 60.99 feet to a point;  
Thence around a curve to the right  
through a central angle of 00 Degrees 41 Minutes 05 Seconds  
an arc distance of 10.16 feet, a radius of 850.00 feet and  
a chord bearing of North 10 Degrees 04 Minutes 15 Seconds West  
with a distance of 10.16 feet to a point  
Thence North 90 Degrees 00 Minutes 00 Seconds West,  
with a distance of 173.13 feet to a point  
Thence around a curve to the right  
through a central angle of 04 Degrees 58 Minutes 31 Seconds  
an arc distance of 201.89 feet, a radius of 2325.00 feet and  
a chord bearing of South 11 Degrees 25 Minutes 06 Seconds West  
with a distance of 201.82 feet  
to the POINT OF BEGINNING.  
Containing 49706.87 square feet or 1.14 acres, more or less.

Excluding the volume within the parcel described below,  
from a point 18 feet 4 inches above AMTRAK's top of  
rail to the center of the earth:

Beginning at a point;  
Thence North 90 Degrees 00 Minutes 00 Seconds East,  
a distance of 45.33 feet to a point;  
Thence North 23 Degrees 29 Minutes 17 Seconds West,  
a distance of 2.94 feet to a point;  
Thence around a curve to the right  
through a central angle of 13 Degrees 45 Minutes 34 Seconds  
an arc distance of 204.12 feet, a radius of 850.00 feet and  
a chord bearing of North 16 Degrees 36 Minutes 30 Seconds West  
with a distance of 203.63 feet to a point  
Thence North 90 Degrees 00 Minutes 00 Seconds West,  
a distance of 42.54 feet to a point;  
Thence around a curve to the left  
through a central angle of 13 Degrees 14 Minutes 55 Seconds  
an arc distance of 206.24 feet, a radius of 891.97 feet and  
a chord bearing of South 15 Degrees 57 Minutes 46 Seconds East  
with a distance of 205.76 feet  
to the POINT OF BEGINNING.  
Containing 8643.11 square feet or 0.20 acres, more or less.

EXHIBIT A

**RIVERSIDE SOUTH**

**METES AND BOUNDS  
PARCEL J**

Beginning at a point;  
a distance of 697.09 feet West of the corner formed by the  
intersection of the Southerly line of West 63rd Street and the  
Easterly line of West End Avenue, as shown on Alteration Map  
Acc. No. 30140 dated May 15, 1992:  
Thence South 14 Degrees 17 Minutes 27 Seconds West,  
a distance of 241.30 feet to a point;  
Thence North 90 Degrees 00 Minutes 00 Seconds East,  
a distance of 303.46 feet to a point;  
Thence around a curve to the right  
through a central angle of 22 Degrees 03 Minutes 02 Seconds  
an arc distance of 68.46 feet, a radius of 177.89 feet and  
a chord bearing of North 11 Degrees 01 Minutes 31 Seconds East  
with a distance of 68.04 feet to a point  
Thence North 22 Degrees 03 Minutes 02 Seconds East,  
a distance of 54.59 feet to a point;  
Thence around a curve to the left  
through a central angle of 20 Degrees 08 Minutes 32 Seconds  
an arc distance of 65.74 feet, a radius of 187.00 feet and  
a chord bearing of North 11 Degrees 01 Minutes 31 Seconds East  
with a distance of 65.40 feet to a point  
Thence North 00 Degrees 00 Minutes 00 Seconds East,  
a distance of 46.24 feet to a point;  
Thence South 90 Degrees 00 Minutes 00 Seconds West,  
a distance of 291.08 feet  
to the POINT OF BEGINNING.  
Containing 70636.67 square feet or 1.62 acres, more or less.

Excluding the volume within the parcel described below,  
from a point 18 feet 4 inches above AMTRAK's top of  
rail to the center of the earth:

Beginning at a point;  
Thence South 23 Degrees 24 Minutes 46 Seconds East,  
a distance of 57.18 feet to a point;  
Thence around a curve to the left  
through a central angle of 01 Degree 54 Minutes 30 Seconds  
an arc distance of 6.23 feet, a radius of 187.00 feet and  
a chord bearing of North 00 Degrees 57 Minutes 19 Seconds East  
with a distance of 6.23 feet to a point  
Thence North 00 Degrees 00 Minutes 00 Seconds East,  
a distance of 46.24 feet to a point;  
Thence South 90 Degrees 00 Minutes 00 Seconds West,  
a distance of 22.82 feet  
to the POINT OF BEGINNING.  
Containing 601.43 square feet or 0.01 acres, more or less.

EXHIBIT A

RIVERSIDE SOUTH

METES AND BOUNDS  
PARCEL K

Beginning at a point;

a distance of 3.00 feet North and 406.00 feet West of the corner formed by the intersection of the Northerly line of West 61st Street and the Easterly line of West End Avenue, as shown on Alteration Map Acc. No. 30140 dated May 15, 1992:

Thence North 00 Degrees 00 Minutes 00 Seconds West,

a distance of 40.24 feet to a point;

Thence around a curve to the left

through a central angle of 22 Degrees 03 Minutes 02 Seconds an arc distance of 71.97 feet, a radius of 187.00 feet and a chord bearing of North 11 Degrees 01 Minutes 31 Seconds West with a distance of 71.52 feet to a point

Thence North 22 Degrees 03 Minutes 02 Seconds West,

a distance of 54.59 feet to a point;

Thence around a curve to the right

through a central angle of 22 Degrees 03 Minutes 02 Seconds an arc distance of 68.46 feet, a radius of 177.89 feet and a chord bearing of North 11 Degrees 01 Minutes 31 Seconds West with a distance of 68.04 feet to a point

Thence South 90 Degrees 00 Minutes 00 Seconds West,

a distance of 303.46 feet to a point;

Thence South 14 Degrees 17 Minutes 27 Seconds West,

a distance of 222.24 feet to a point;

Thence around a curve to the left

through a central angle of 104 Degrees 17 Minutes 27 Seconds an arc distance of 18.20 feet, a radius of 10.00 feet and a chord bearing of South 37 Degrees 51 Minutes 16 Seconds East with a distance of 15.79 feet to a point

Thence North 90 Degrees 00 Minutes 00 Seconds East,

a distance of 395.82 feet

to the POINT OF BEGINNING.

Containing 82069.93 square feet or 1.88 acres, more or less.

EXHIBIT A

**RIVERSIDE SOUTH**

---

**METES AND BOUNDS  
PARCEL L**

Beginning at a point;  
a distance of 3.00 feet North and 831.50 feet West of the corner  
formed by the intersection of the Southerly line of West 61st Street  
and the Easterly line of West End Avenue, as shown on Alteration  
Map Acc. No. 30140 dated May 15, 1992:  
Thence South 14 Degrees 17 Minutes 27 Seconds West,  
a distance of 76.33 feet to a point;  
Thence around a curve to the left  
through a central angle of 04 Degrees 41 Minutes 14 Seconds  
on an arc distance of 126.64 feet, a radius of 1548.00 feet and  
a chord bearing of South 11 Degrees 56 Minutes 50 Seconds West  
with a distance of 126.60 feet to a point  
Thence South 09 Degrees 36 Minutes 13 Seconds West,  
a distance of 38.71 feet to a point;  
Thence North 90 Degrees 00 Minutes 00 Seconds East,  
a distance of 234.11 feet to a point;  
Thence North 00 Degrees 00 Minutes 00 Seconds East,  
a distance of 236.00 feet to a point;  
Thence South 90 Degrees 00 Minutes 00 Seconds West,  
a distance of 182.60 feet  
to the POINT OF BEGINNING.  
Containing 49699.47 square feet or 1.14 acres, more or less.

EXHIBIT A

**RIVERSIDE SOUTH**

**METES AND BOUNDS  
PARCEL M**

Beginning at a point;  
a distance of 800.00 feet West of the corner formed by the  
intersection of the Northerly line of West 59th Street and the  
Westerly line of West End Avenue, as shown on Alteration Map  
Acc. No. 30140 dated May 15, 1992:  
Thence North 90 Degrees 00 Minutes 00 Seconds East,  
a distance of 251.10 feet to a point;  
Thence North 00 Degrees 00 Minutes 00 Seconds East,  
a distance of 222.67 feet to a point;  
Thence South 90 Degrees 00 Minutes 00 Seconds West,  
a distance of 234.11 feet to a point;  
Thence South 09 Degrees 36 Minutes 13 Seconds West,  
a distance of 9.64 feet to a point;  
Thence around a curve to the left  
through a central angle of 09 Degrees 36 Minutes 13 Seconds  
an arc distance of 184.02 feet, a radius of 1097.89 feet and  
a chord bearing of South 05 Degrees 02 Minutes 27 Seconds West  
with a distance of 284.02 feet to a point  
Thence South 00 Degrees 00 Minutes 00 Seconds West,  
a distance of 30.00 feet  
to the POINT OF BEGINNING.  
Containing 54826.58 square feet or 1.26 acres, more or less.

EXHIBIT A

RIVERSIDE SOUTH

METES AND BOUNDS  
PARCEL N

Beginning at the corner formed by the intersection of the Northerly line of West 59th Street and the Westerly line of West End Avenue, as shown on Alteration Map Acc. No. 30140 dated May 15, 1992:  
Thence North 90 Degrees 00 Minutes 00 Seconds East, a distance of 548.90 feet to a point;  
Thence North 00 Degrees 00 Minutes 00 Seconds East, a distance of 458.67 feet to a point;  
Thence South 90 Degrees 00 Minutes 00 Seconds West, a distance of 548.90 feet to a point;  
Thence South 00 Degrees 00 Minutes 00 Seconds West, a distance of 458.67 feet  
to the POINT OF BEGINNING.  
Containing 251762.20 square feet or 5.78 acres, more or less.

Excluding the volume within the parcel described below, from a point 18 feet 4 inches above AMTRAK's top of rail to the center of the earth:

Beginning at a point;  
Thence North 00 Degrees 00 Minutes 00 Seconds East, a distance of 163.78 feet to a point;  
Thence North 19 Degrees 37 Minutes 20 Seconds West, a distance of 72.40 feet to a point;  
Thence around a curve to the right through a central angle of 12 Degrees 13 Minutes 03 Seconds an arc distance of 15.61 feet, a radius of 73.22 feet and a chord bearing of North 13 Degrees 30 Minutes 36 Seconds West with a distance of 15.58 feet to a point  
Thence North 07 Degrees 24 Minutes 11 Seconds West, a distance of 151.81 feet to a point;  
Thence around a curve to the left through a central angle of 03 Degrees 47 Minutes 04 Seconds an arc distance of 33.46 feet, a radius of 506.66 feet and a chord bearing of North 09 Degrees 17 Minutes 51 Seconds West with a distance of 33.46 feet to a point  
Thence South 90 Degrees 00 Minutes 00 Seconds West, a distance of 56.20 feet to a point;  
Thence around a curve to the right through a central angle of 05 Degrees 10 Minutes 05 Seconds an arc distance of 40.74 feet, a radius of 451.66 feet and a chord bearing of South 09 Degrees 59 Minutes 21 Seconds East with a distance of 40.72 feet to a point  
Thence South 07 Degrees 24 Minutes 17 Seconds East, a distance of 151.81 feet to a point;  
Thence around a curve to the left through a central angle of 12 Degrees 13 Minutes 03 Seconds an arc distance of 27.34 feet, a radius of 128.22 feet and a chord bearing of South 13 Degrees 45 Minutes 56 Seconds East with a distance of 27.29 feet to a point  
Thence South 19 Degrees 37 Minutes 20 Seconds East, a distance of 226.67 feet  
to the POINT OF BEGINNING.  
Containing 19795.79 square feet or 0.45 acres, more or less.

EXHIBIT A

**RIVERSIDE SOUTH**

**METES AND BOUNDS  
PARCEL O**

Beginning at a point;  
a distance of 3.00 feet North and 340.00 feet West of the corner  
formed by the intersection of the Northerly line of West 61st Street  
and the Westerly line of West End Avenue, as shown on Alteration  
Map Acc. No. 30140 dated May 15, 1992:

Thence North 90 Degrees 00 Minutes 00 Seconds East,  
a distance of 240.00 feet to a point;  
Thence North 00 Degrees 00 Minutes 00 Seconds East,  
a distance of 42.33 feet to a point;  
Thence North 75 Degrees 16 Minutes 43 Seconds West,  
a distance of 118.00 feet to a point;  
Thence North 23 Degrees 29 Minutes 17 Seconds West,  
a distance of 142.35 feet to a point;  
Thence South 90 Degrees 00 Minutes 00 Seconds West,  
a distance of 21.69 feet to a point;  
Thence South 00 Degrees 00 Minutes 00 Seconds East,  
a distance of 102.87 feet to a point;  
Thence South 90 Degrees 00 Minutes 00 Seconds West,  
a distance of 54.61 feet to a point;  
Thence around a curve to the right  
through a central angle of 13 Degrees 39 Minutes 44 Seconds  
an arc distance of 60.33 feet, a radius of 253.00 feet and  
a chord bearing of South 06 Degrees 49 Minutes 52 Seconds East  
with a distance of 60.19 feet to a point  
Thence South 00 Degrees 00 Minutes 00 Seconds East,  
a distance of 40.24 feet  
to the POINT OF BEGINNING.

Containing 23635.99 square feet or 0.54 acres, more or less.

Excluding the volume within the parcel described below,  
from a point 18 feet 4 inches above AMTRAK's top of  
rail to the center of the earth:

Beginning at a point;  
Thence around a curve to the left  
through a central angle of 04 Degrees 29 Minutes 21 Seconds  
an arc distance of 39.70 feet, a radius of 506.66 feet and  
a chord bearing of North 23 Degrees 25 Minutes 43 Seconds West  
with a distance of 39.69 feet to a point  
Thence North 23 Degrees 24 Minutes 47 Seconds West,  
a distance of 34.01 feet to a point;  
Thence North 75 Degrees 16 Minutes 43 Seconds West,  
a distance of 16.13 feet to a point;  
Thence North 23 Degrees 29 Minutes 17 Seconds West,  
a distance of 142.35 feet to a point;  
Thence South 90 Degrees 00 Minutes 00 Seconds West,  
a distance of 21.69 feet to a point;  
Thence South 00 Degrees 00 Minutes 00 Seconds West,  
a distance of 55.93 feet to a point;  
Thence South 23 Degrees 24 Minutes 47 Seconds East,  
a distance of 143.62 feet to a point;  
Thence around a curve to the right  
through a central angle of 02 Degrees 04 Minutes 44 Seconds  
an arc distance of 16.39 feet, a radius of 451.66 feet and  
a chord bearing of South 22 Degrees 25 Minutes 37 Seconds East  
with a distance of 16.39 feet to a point  
Thence North 90 Degrees 00 Minutes 00 Seconds East,  
a distance of 58.56 feet  
to the POINT OF BEGINNING.  
Containing 9613.12 square feet or 0.22 acres, more or less.

EXHIBIT B

NATIONAL RAILROAD PASSENGER CORPORATION  
30TH STREET STATION  
3RD FLOOR SOUTH  
BOX 64  
PHILADELPHIA, PENNSYLVANIA 19104

[Insert Date]

VIA FEDERAL EXPRESS

[NAME AND ADDRESS  
OF HWA OWNER]

Re: Plans and/or Specifications Submitted on [Insert Date]  
by [Insert Name of HWA Owner]

Dear Sir or Madam:

In connection with the plans and/or specifications dated [Insert Date] prepared by [Insert Name of Architect], Amtrak hereby approves/consents to said plans and/or specifications<sup>1</sup>.

In connection with the plans and/or specifications dated [Insert Date] prepared by [Insert Name of Architect], Amtrak [does not approve or consent] to said plans and/or specifications because same [Insert detailed explanation for withholding approval/consent and any conditions which, if met, will render the plans and/or specifications approved or consented to].

All terms not defined herein shall have the meanings set forth in that certain Agreement between Hudson Waterfront Associates, L.P., et al and National Railroad Passenger Corporation dated \_\_\_\_\_, 1997.

Very truly yours,

NATIONAL RAILROAD PASSENGER  
CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

<sup>1</sup> If Amtrak gives its approval/consent to only a portion of the plans and/or specifications submitted, then Amtrak shall list the plans and/or specifications to which it has given its approval or consent.

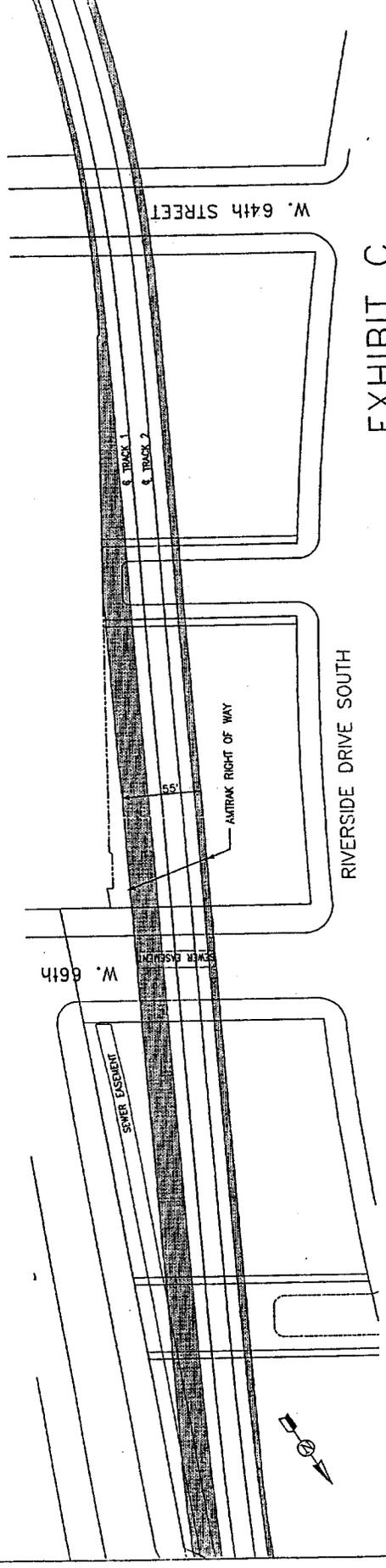
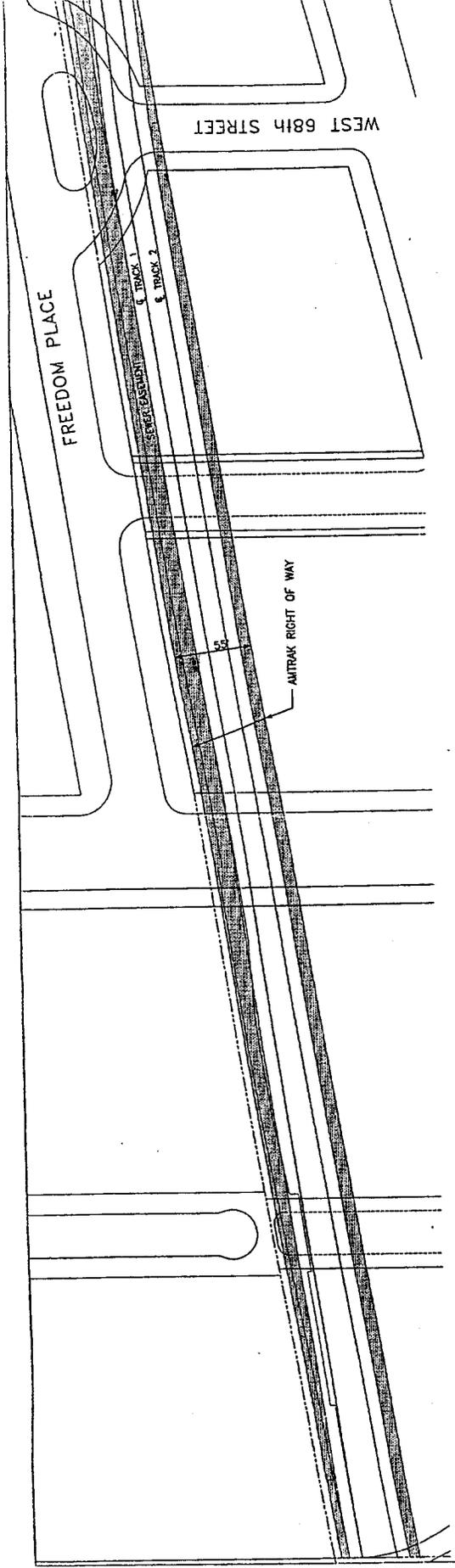
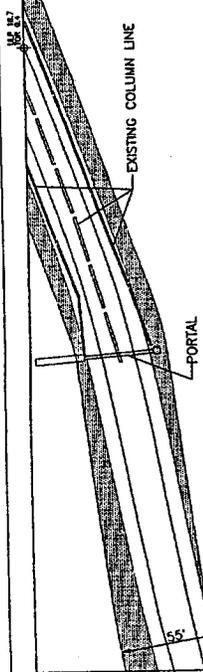
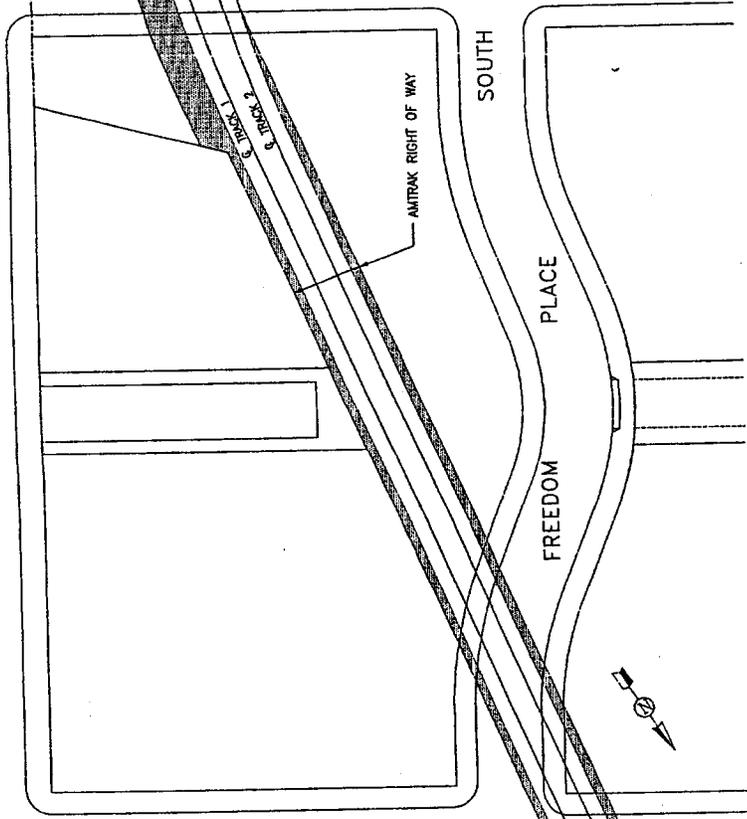


EXHIBIT C  
 RIVERSIDE SOUTH  
 AMTRAK TRACK CENTERLINES

WEST END AVENUE



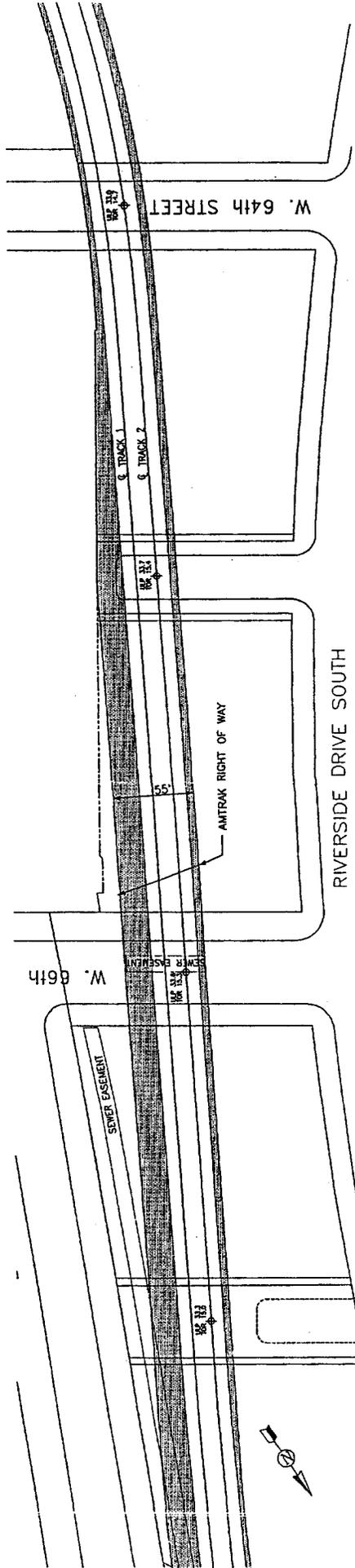
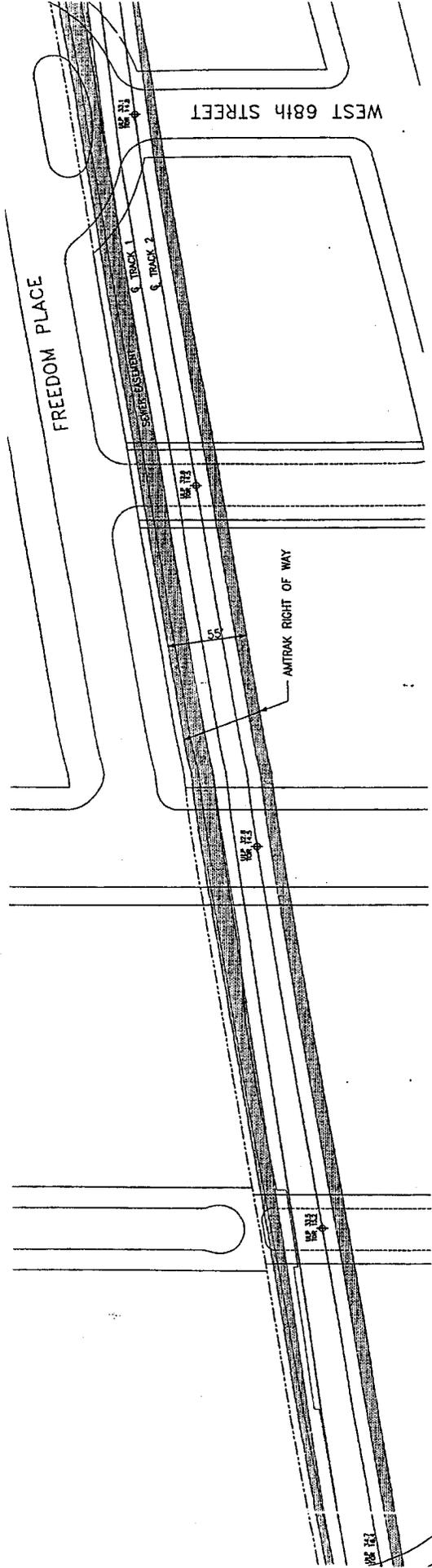
WEST 61st STREET



WEST 63rd STREET

WEST 59th STREET

EXHIBIT C (Con'd)  
 RIVERSIDE SOUTH  
 AMTRAK TRACK CENTERLINES



**EXHIBIT D**  
**RIVERSIDE SOUTH**  
**TOP OF RAIL ELEVATIONS**

**LEGEND**

- TOR Top of Rail Elevation
- ULP Upper Limiting Plane Elevation

WEST END AVENUE

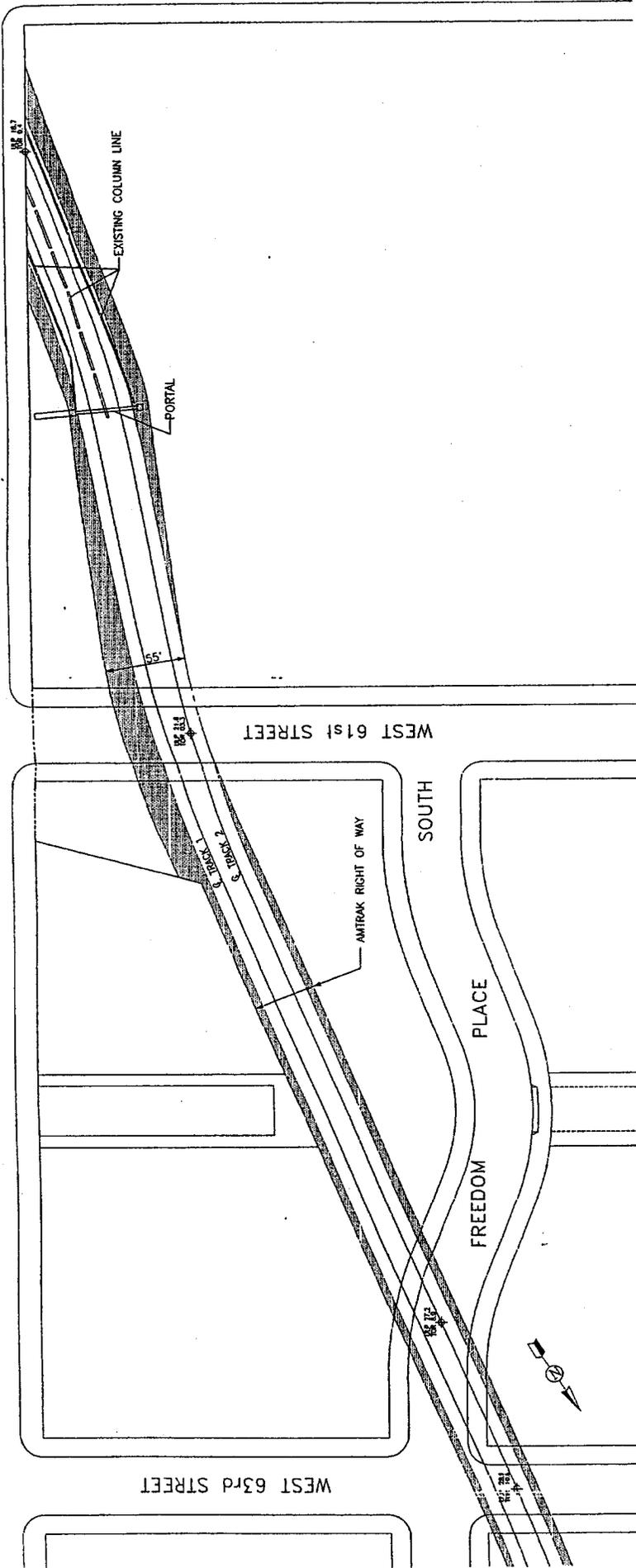


EXHIBIT D (Con'd)  
 RIVERSIDE SOUTH  
 TOP OF RAIL ELEVATIONS

LEGEND

- TOR Top of Rail Elevation
- ULP Upper Limiting Plane Elevation

05/02/97 08:56  
E-21-1997 3:58PM

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FROM

AMTRAK LAW

002  
P. 2

EXHIBIT E

**NATIONAL RAILROAD PASSENGER CORPORATION  
ELECTRIC TRACTION DEPARTMENT  
30TH AND MARKET STREETS, 3RD FLOOR SOUTH, BOX 41  
PHILADELPHIA, PA 19104**

**QUALIFIED CONSULTANTS FOR ELECTRIFICATION DESIGN**

Ross-Clarke Associates  
76 South Bayles Avenue  
Fort Washington, NY 11050  
Attn: Mr. Walter J. Clarke

Gibbs & Hill, Inc.  
11 Penn Plaza  
New York, NY 10001  
Attn: John Johnston

Gannett Fleming/Railway  
Systems Design, Inc.  
464 South Old Middletown Road  
Media, PA 19063  
Attn: Nikitas D. Rassias

Parson De Leuw, Inc.  
1135 15th Street, N.W.  
Washington, DC 20005-2701  
Attn: Richard C. Tansill, P.E.

Rail Transportation System/LSTS  
420 Lexington Avenue  
Suite 540  
New York, NY 10170  
Attn: T. J. Foxon

Electrak  
Metro Flex II - Suite 800  
8201 Corporate Drive  
Landover, MD 20785-2230  
Attn: Donald McAlpine

Urban Engineers, Inc.  
300 North 3rd Street  
Philadelphia, PA 19106-1193  
Attn: B. Thomsen, P.E.

Thomas K. Dyer, Inc.  
4 Penn Center Plaza  
Suite 1414  
1616 John F. Kennedy Blvd.  
Philadelphia, PA 19103

Parsons Brinckerhoff  
Two Gateway Center  
4th Floor  
Newark, NJ 07102-5098  
Attn: George S. Pristach

Edwards & Kelcey, Inc.  
Birmingham Executive Center  
1380 Wilmington Pike  
West Chester, PA 19382  
Attn: Michael D. Insogna

Revised 3/12/97

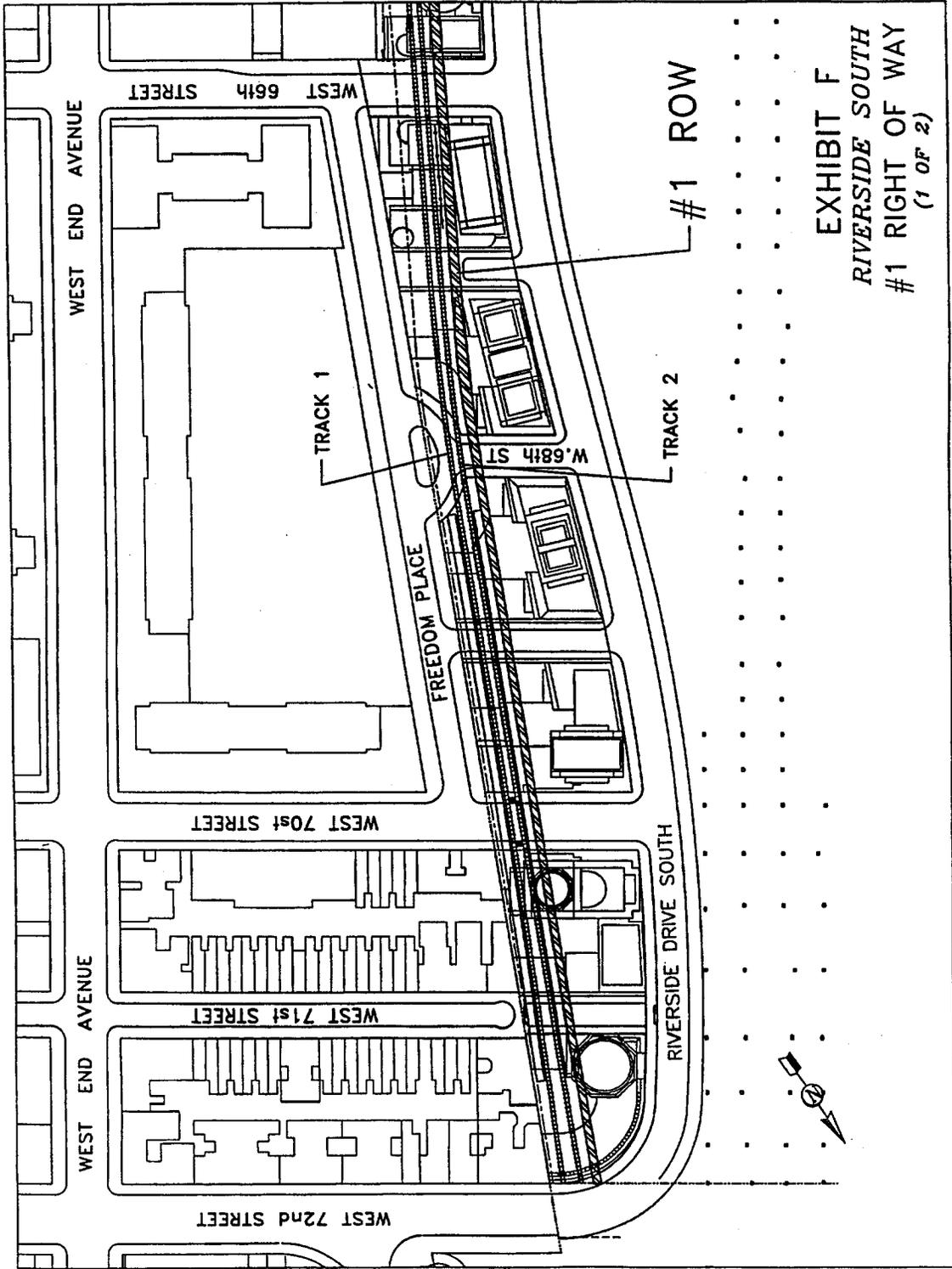


EXHIBIT F  
 RIVERSIDE SOUTH  
 #1 RIGHT OF WAY  
 (1 OF 2)

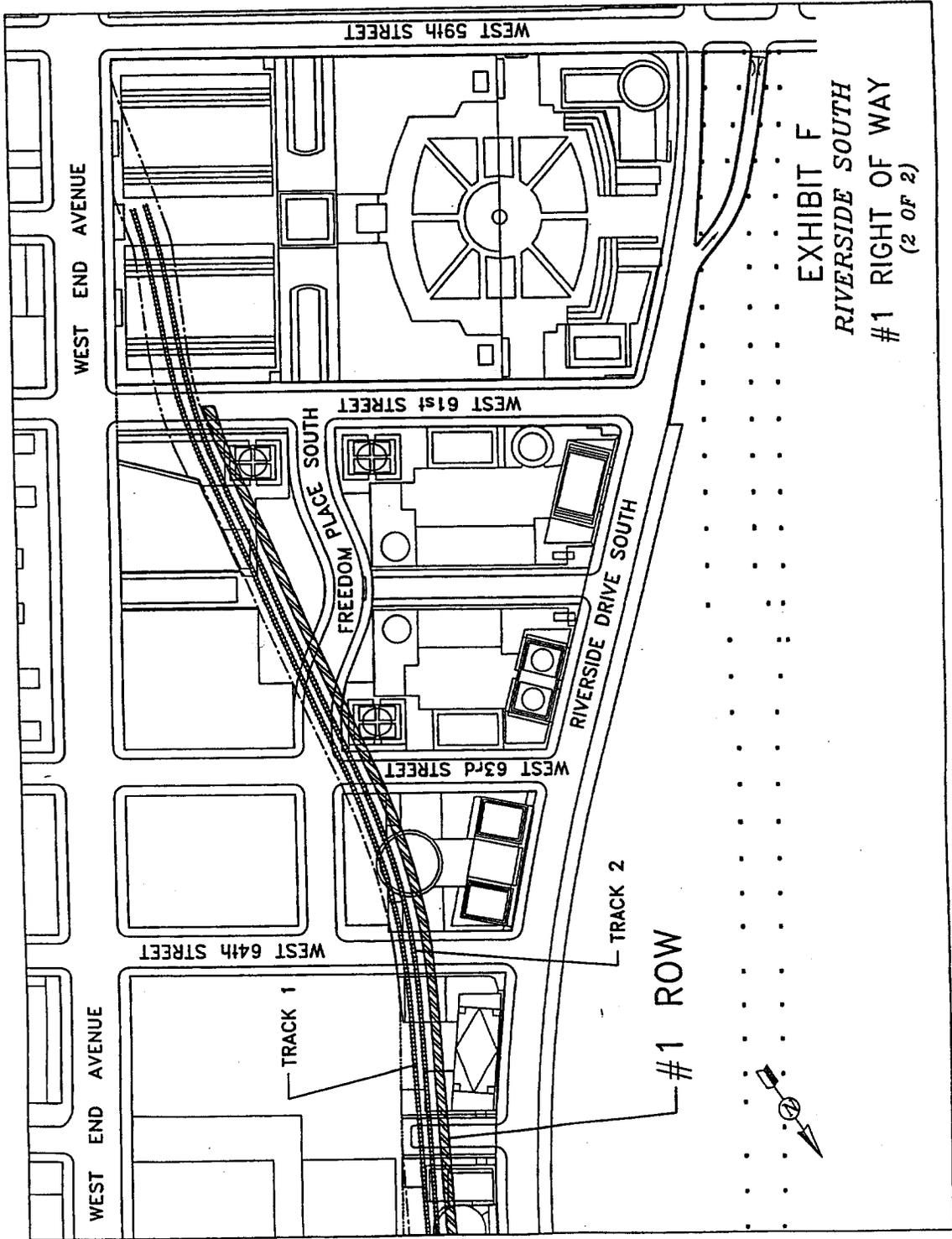


EXHIBIT F  
RIVERSIDE SOUTH  
#1 RIGHT OF WAY  
(2 OF 2)

WEST END AVENUE

WEST 59th STREET

WEST 61st STREET

FREEDOM PLACE SOUTH

RIVERSIDE DRIVE SOUTH

WEST 63rd STREET

WEST 64th STREET

WEST END AVENUE

TRACK 1

TRACK 2

#1 ROW



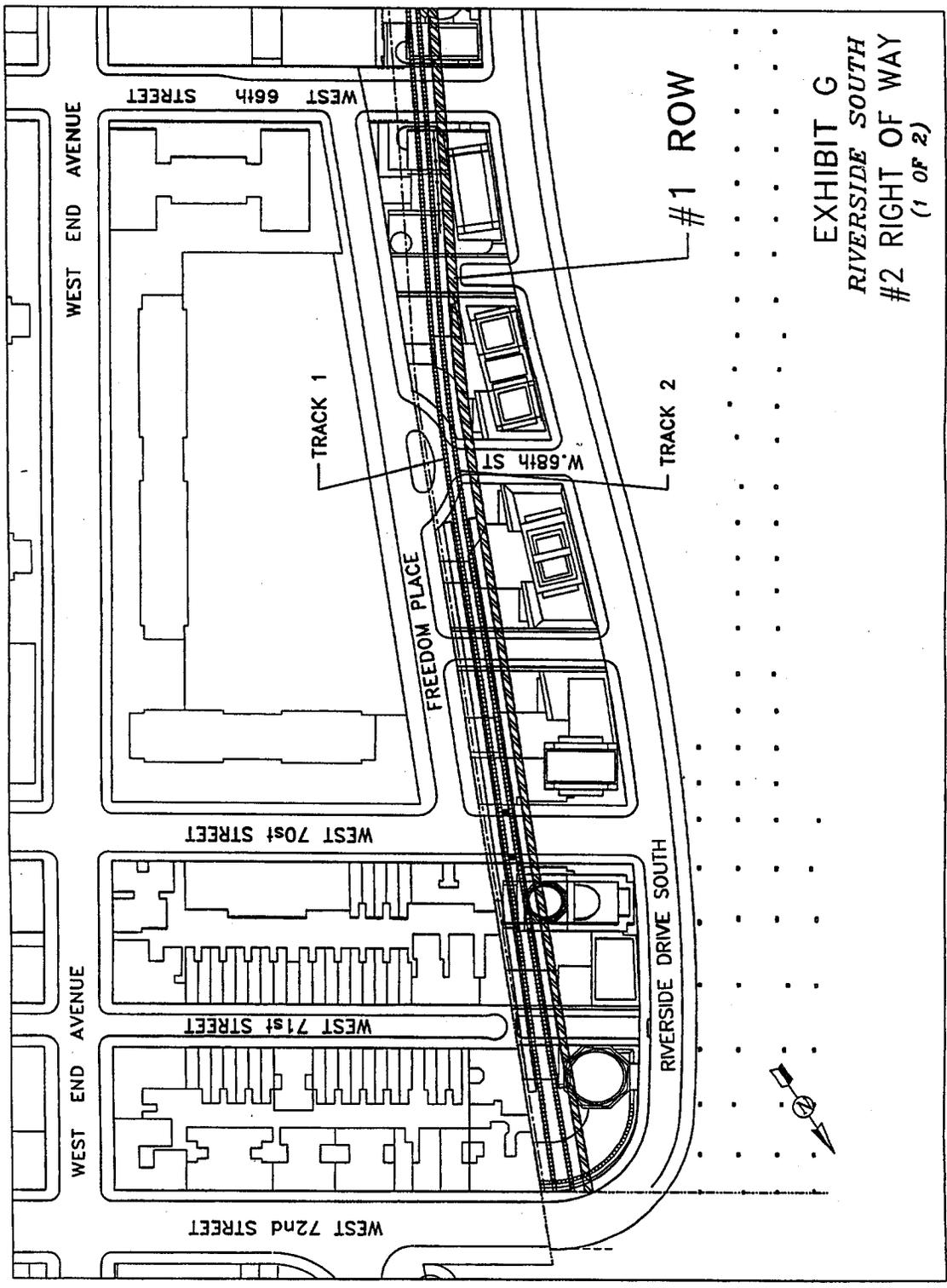


EXHIBIT G  
 RIVERSIDE SOUTH  
 #2 RIGHT OF WAY  
 (1 OF 2)

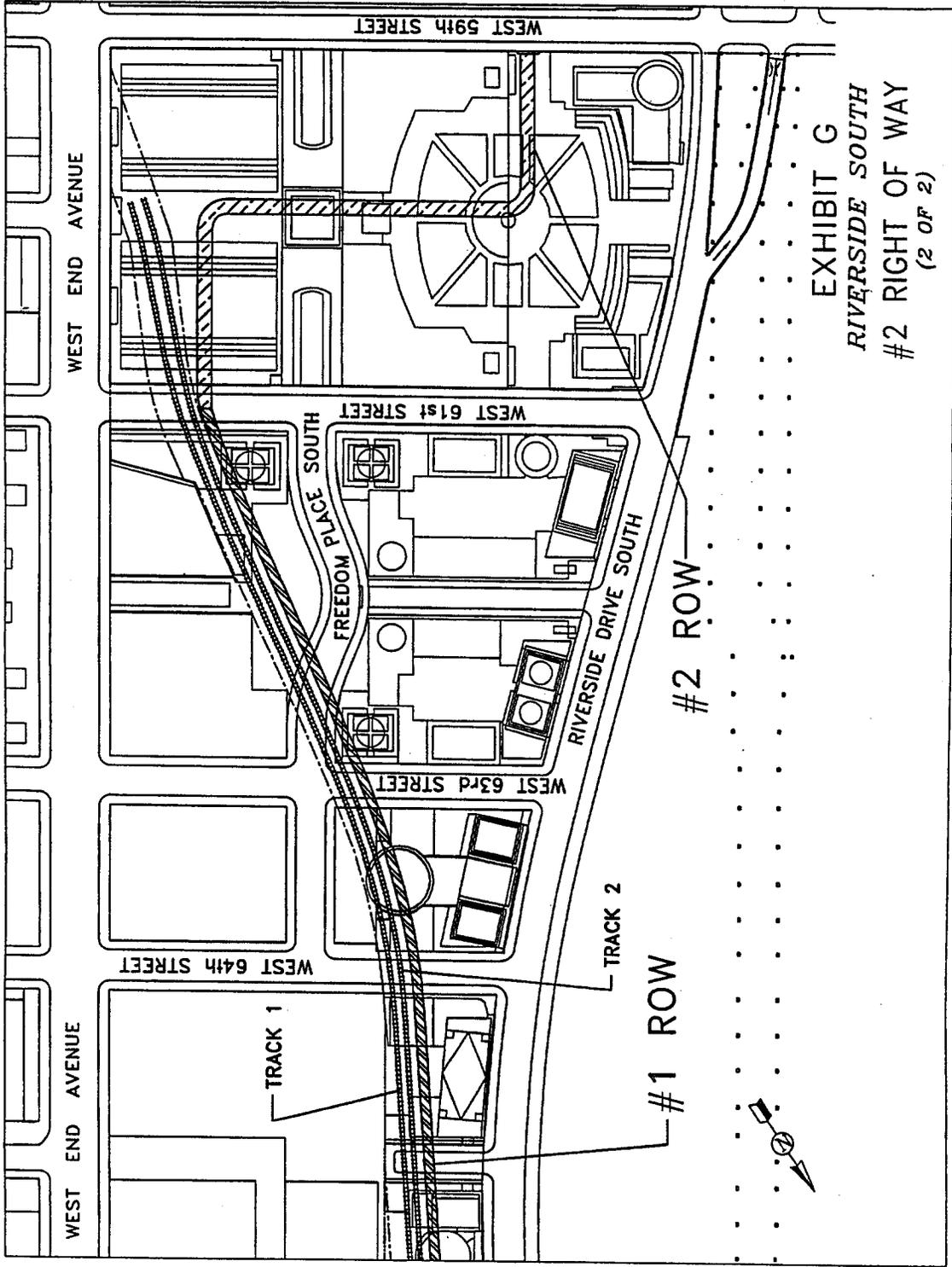


EXHIBIT G  
RIVERSIDE SOUTH  
#2 RIGHT OF WAY  
(2 OF 2)

EXHIBIT H



DEPARTMENT OF CITY PLANNING  
CITY OF NEW YORK

OFFICE OF THE COUNSEL

Joseph B. Rose, Director  
Department of City Planning

MELANIE MEYERS, Counsel

PATRICIA C. PROTHRO  
BARBARA J. ROSEN  
EMILY SIMONS

WRITER'S DIRECT DIAL  
(212) 720-3400

December 19, 1995

Gary R. Tarnoff, Esq.  
Rosenman & Colin  
575 Madison Avenue  
New York, New York 10022-2585

Re: Riverside South - Light Rail Easement

Dear Mr. Tarnoff:

Reference is made to your letter dated December 15, 1995 regarding draft language for the light rail easement proposed to be included in the mapping agreement for the Riverside South project. Please be advised that the draft language is acceptable to the Department of City Planning.

Sincerely,

  
Melanie Meyers

c: Richard Barth  
Meenakshi Srinivasan

PAGE 1 OF 3

22 Reade Street, New York, N.Y. 10007-1216 Room 2N  
FAX (212) 720-3219

EXHIBIT H

Rosenman

ROSENMAN & COLIN LLP  
575 MADISON AVENUE  
NEW YORK, NY 10022-2505

TELEPHONE: (212) 940-8900  
FACSIMILE: (212) 940-8776  
WEB SITE: <http://www.rosenman.com>

December 15, 1995

WASHINGTON OFFICE  
1300 18TH STREET, N.W.  
WASHINGTON, D.C. 20036

NEW JERSEY OFFICE  
ONE GATEWAY CENTER  
NEWARK, NJ 07102-3397

By Facsimile

Melanie Meyers, Esq.  
Department of City Planning  
22 Reade Street  
New York, NY 10007

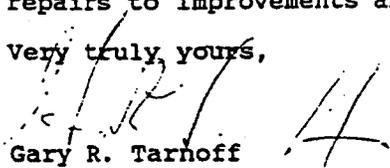
DIRECT DIAL  
(212) 940-8933

Re: Riverside South -- Light Rail Easement

Dear Ms. Meyers:

Following up on your conversation with Michael Sillerman, please find a revised draft of language we propose to include in the mapping agreement to address Amtrak's need to use the light rail easement area for vehicular access for emergency service and repairs to improvements and equipment in its right-of-way.

Very truly yours,

  
Gary R. Tarnoff

GRT:hs  
Enclosure

cc: Richard Barth  
Michael T. Sillerman, Esq.

EXHIBIT H

Paragraph 5C, Light Rail Easement

Upon conveyance to the City, the easement delineated on Exhibit G and described in Exhibit G1 shall be a Light Rail Easement (the Light Rail Easement) and shall be a permanent easement within the aforesaid easement area in accordance with the terms of the Declaration. The easement area may also, subject to reasonable conditions, be utilized for vehicular access for emergency service and repairs to the improvements and equipment located in the adjacent railroad right-of-way.

Exhibit I**INSURANCE TO BE CARRIED BY AMTRAK**

For so long as it intends to use either #1 ROW or #2 ROW, Amtrak shall, at its own cost and expense, procure and maintain in full force and effect the insurance specified below.

**General Liability Insurance** covering damages arising out of railroad operations or assumed under contract. The policy, or policies, will include coverage for bodily injury, personal injury, property damage, advertising injury, Federal Employers Liability Act (FELA) and Evacuation Expense. Policy limits shall be not less than \$25 million per occurrence.

**Automobile Liability Insurance** arising out of the use of any automobiles, trucks or other vehicles used on #1 ROW or #2 ROW. Policy limits shall be not less than \$5 million per occurrence, combined single limit, for bodily injury and property damage liability.

EXHIBIT J

Document No. PC-CRC-RP-121

passengers and other persons and the passage and movement of the trains and equipment over the railroad operated in said Right-of-Way Space;

(7) that before starting any work or making any inspection in or about the Right-of-Way Space, Grantor shall give to the Chief Engineer of Grantee at least forty-eight (48) hours notice in writing; provided, however, in case of any emergency the notice may be given in such manner and at such time as shall be reasonable applicable to the situation and an opportunity given to the Chief Engineer of Grantee to set up such protection measures as he might deem advisable;

(8) that any building or appurtenant structure constructed or erected by Grantor in the vicinity of or above the Right-of-Way Space shall be thoroughly waterproofed and drained as well as kept waterproofed and drained, into the building drainage system and no water or waste of any character shall be permitted to drain or leak into the Right-of-Way Space or in the vicinity thereof;

(9) that any columns or structures to be erected by Grantor in or about the Right-of-Way Parcel shall be of sufficient strength to carry out communication lines, lighting facilities, pipe lines and other facilities of Grantee and Grantee shall have the right to make such attachments without payments of compensation to Grantor; provided, however, that if after any building of Grantor is completed any additional attachments made by Grantee shall produce an aggregate weight or load in excess of the allowable loading, Grantee shall, at its sole expense, strengthen the girders and floor beams involved so as to carry such additional loading;

(10) that no highly flammable, explosive or dangerous liquids or materials shall be permitted to be used or stored in any building to be erected on the premises hereby excepted and reserved to the Grantor, except as respects any parking or storage of motor vehicles and services incidental thereto, and then only if stored, handled or used in strict compliance with the applicable Fire Code of any Public Authority having jurisdiction thereof, as well as by Fire Insurance Underwriters, as now written or hereafter amended;

(11) that the Chief Engineer of Grantee shall cooperate with Grantor in the development of the hereby excepted and reserved to the Grantor premises and will not unduly delay approval or disapproval of plans, and such approval shall not be unreasonably withheld and shall not be unduly delayed, nor shall his consent, whenever necessary, be unreasonably withheld or unduly delayed. He shall be available for consultation and advice, and he shall be cooperative in that respect. Whenever, under the terms of this instrument, the opinion of the Chief Engineer is operative, it is intended that such opinion shall be fair and reasonable;

EXHIBIT J

Document No. PC-CRC-RP-121

(12) that in the event that there is any dispute between the parties arising only out of construction, engineering or operational problems during the course of construction (including any dispute as to the reasonableness of any decision, opinion, judgment or requirement by the Chief Engineer of the Grantee), then and in such event the parties agree to submit the dispute to two (2) arbitrators, one to be appointed by each party, and if those arbitrators do not agree they shall elect a third (3rd) disinterested and competent person to act with them, and the decision of the three (3) arbitrators so chosen, or a majority of them, shall be final and conclusive upon and between the parties hereto. If either party does not appoint an arbitrator as aforesaid within fifteen (15) days after receipt of notice from the other party that it desires arbitration, which notice shall state the name and address of the arbitrator by such other party appointed, and does not within such period furnish to such other party the name and address of the arbitrator it has appointed then the arbitrator appointed by such other party and named in such notice shall appoint a disinterested and competent arbitrator for the defaulting party, and the two (2) arbitrators so appointed shall select and appoint a third (3rd) to act with them as aforesaid and with like effect. In the event the two (2) arbitrators fail to select a third (3rd) arbitrator then in that event the parties agree that either party may make application to the Court having jurisdiction for the designation and appointment of such third (3rd) arbitrator;

(13) that the Grantor, for itself and its occupants, tenants and subtenants in any building proposed to be constructed on the hereby excepted and reserved to the Grantor premises and each of them, waives and releases, and they and each of them, shall fully protect and indemnify and save harmless Grantee and its Lessees and each of them, from and against any and all damage, loss or expense, including any and all actions, suits, judgments, decrees and claims therefor which may in any manner be suffered or sustained by them or any of them, for or on account of any subsidence of soil, noises or vibrations which may be caused by Grantee, or its Lessees, in the construction, reconstruction or normal operation, maintenance, repair or renewal of the railroad and appurtenances, in, across and through the Right-of-Way Space;

(14) that the Grantee shall not be liable for any interference due to such use with telephone, telegraph, radio, television or other electrical apparatus or other instrumentalies of any kind used in any building or structure erected on the excepted and reserved to the Grantor premises;

(15) that the Grantor shall indemnify and save harmless Grantee as well as other parties who have or may have the right to use the said Right-of-Way Space, from all loss, damage and expense and claims and actions they may suffer or sustain or be held liable whatsoever

EXHIBIT K

(a) If any disagreement arises with respect to any provision of this Agreement where the parties have specifically agreed to arbitrate any dispute arising under said provision, any party to the dispute may serve upon the other a written demand for arbitration. Within fifteen (15) days of the service of the demand for arbitration, each party shall designate a person to act as its arbitrator. If either party fails to designate its arbitrator within thirty (30) days after service of the demand for arbitration, then the arbitrator designated by the other party shall act as the sole arbitrator and shall be deemed to be the mutually approved arbitrator to resolve the disagreement. The two designated arbitrators shall promptly select a third arbitrator. If the two arbitrators are unable to select a third arbitrator, then either arbitrator, on five (5) days prior written notice to the other, may apply to the American Arbitration Association or if the American Arbitration Association shall refuse or fail to act, to a court of competent jurisdiction in the State of New York, for the appointment of the third arbitrator. The arbitrators shall (i) not then be employed by Amtrak, any HWA Owner or any affiliate of Amtrak or any HWA Owner and (ii) be impartial.

(b) The then prevailing Commercial Arbitration Rules of the American Arbitration Association shall govern the proceeding. The arbitrators shall have no power to change the provisions of the Agreement and the arbitrators shall base their decision upon such provisions. The arbitrators shall submit their findings in writing, signed by each of them, within thirty (30) days. The decision of a majority of the arbitrators shall be (a) in writing, (b) final and conclusive on the parties (and counterpart copies of said decision shall be delivered to each of the parties) and (c) shall not add to, subtract from or otherwise modify the provisions of the Agreement. Judgement upon any such determination or award may be entered in any court having jurisdiction thereof.

(c) The fees and expenses of any arbitration, and the attorneys' fees of the successful party, shall be borne by the unsuccessful party (if one party is totally successful in such arbitration), but each party shall bear the expense of its experts and the additional expenses of presenting its own proof. If neither party shall be totally successful, then the determination of which party or parties shall bear such fees and expenses shall be made by the arbitrators.

SPECIFICATIONS REGARDING SAFETY  
AND PROTECTION OF RAILROAD TRAFFIC AND PROPERTY

National Railroad Passenger Corporation (Amtrak)

In the following Specifications "Railroad" shall mean Amtrak, "Chief Engineer" shall mean Amtrak's Chief Engineer or his duly authorized representative, and "Contractor" shall mean the entity that will be performing work on or about Amtrak's property.

- (1) Preconstruction Meeting: Before commencing work on, over, under, within or adjacent to the Railroad's property, a preconstruction meeting shall be held at which time the Contractor shall submit for the written approval of the Chief Engineer its plans, computations and a detailed description of its proposed methods for accomplishing the work, including methods for protecting the Railroad's traffic. Any such written approval shall not relieve the Contractor of its complete responsibility for the adequacy and safety of its operations.
- (2) Rules, Regulations and Requirements: Railroad traffic shall be maintained at all times with safety and continuity, and the Contractor shall conduct his operations in compliance with all rules, regulations, and requirements of the Railroad (including these Specifications) with respect to any work performed on, over, under, within or adjacent to the Railroad's property. The Contractor shall be responsible for acquainting itself with such rules, regulations and requirements. The Contractor shall include in its bid any expenses occasioned by such rules, regulations and requirements or by any delay or interruption of its work by reason of the operation or maintenance of the Railroad and its facilities.
- (3) Maintenance of Safe Conditions: If tracks or other property of the Railroad are endangered during the work, the Contractor shall immediately take such steps as may be directed by the Railroad to restore safe conditions, and upon failure of the Contractor to immediately carry out such direction the Railroad may take whatever steps are reasonably necessary to restore safe conditions. All costs and expenses of restoring safe conditions, and of repairing any damage to the Railroad's trains, tracks, right-of-way or other property caused by the Contractor's or any subcontractor's operations, shall be a charge against the Contractor and shall be paid by it, or may be deducted from any monies due or that may become due it under this agreement or otherwise. Final payment to the Contractor by the State or City (or other Authority that has contracted with the Railroad) shall be contingent upon a showing by the Contractor that the bills of the Railroad for such costs and expenses have been paid in full.
- (4) Protection in General: The Contractor shall consult with the Chief Engineer to determine the type and extent of protection required to insure safety and continuity of railroad traffic. Any Inspectors, Track Foremen, Track Watchmen, Signalmen, Electric Traction Linemen, or other employees deemed necessary by the Railroad, in its sole discretion, for protective services shall be obtained from the Railroad by the Contractor. The cost of same shall be paid directly to the Railroad by the State or City (or other Authority that has contracted with the Railroad) unless otherwise agreed. The provision of such employees by the Railroad, and any other precautionary measures taken by the Railroad, shall not relieve the Contractor from its complete responsibility for the adequacy and safety of its operations.

(5) Protection for Work Near Electrified Track or Wire: Whenever work is performed in the vicinity of electrified tracks and/or high voltage wires, particular care must be exercised, and the Railroad's requirements regarding clearance to be maintained between equipment and tracks and/or energized wires, and otherwise regarding work in the vicinity of electrified tracks, must be strictly observed. No employees or equipment will be permitted to work near overhead wires, except when protected by a Class A employee of the Railroad. The Contractor must supply a grounding cable (4/0 copper with approved clamps) for each piece of equipment working near or adjacent to any overhead wire.

(6) Fouling of Track or Wire: The Contractor shall conduct its work so that no part of any equipment or material shall foul an active track or overhead wire without the written permission of the Chief Engineer. When the Contractor desires to foul an active track, it must give the Chief Engineer written notice of its intentions at least twenty-one (21) days in advance, so that, if approved, arrangements may be made for proper protection of the railroad. Any equipment or material shall be considered to be fouling a track or overhead wire when located (a) within fifteen (15) feet from the centerline of the track or within fifteen (15) feet from the wire, or (b) in such a position that failure of same, with or without a load, would bring it within fifteen (15) feet from the centerline of the track or within fifteen (15) feet from the wire.

(7) Track Outages: The Contractor shall verify the time and schedule of track outages from the Railroad before scheduling any of its work on, over, under, within, or adjacent to the Railroad's right-of-way. Railroad does not guarantee the availability of any track outage at any particular time. The Contractor shall schedule all work to be performed in such a manner as not to interfere with railroad operations. The Contractor shall use all necessary care and precaution to avoid accidents, delay or interference with the Railroad's trains or other property.

(8) Demolition: during any demolition, the Contractor must provide horizontal and vertical shields, designed by a Professional Engineer registered in the state in which the work takes place. These shields shall be designed in accordance with the Railroad's specifications and approved by the Railroad, so as to prevent any debris from falling onto the Railroad's right-of-way or other property. A grounded temporary vertical protective barrier must be provided if an existing vertical protective barrier is removed during demolition. In addition, if any openings are left in an existing bridge deck, a protective fence must be erected at both ends of the bridge to prohibit unauthorized persons from entering onto the bridge.

(9) Equipment Condition: All equipment to be used in the vicinity of operating tracks shall be in first-class condition so as to prevent failures that might cause delay to trains or damage to the Railroad's property. No equipment shall be placed or put into operation near or adjacent to operating tracks without first obtaining permission from the Chief Engineer. Under no circumstances shall any equipment or materials be placed or stored within fifteen (15) feet from the centerline of an outside track. To insure compliance with this requirement, the Contractor must establish a fifteen (15) foot foul line prior to start of work by either driving stakes and taping off the work area, erecting a temporary fence, or providing an alternate method approved by the Chief Engineer. The Contractor will be issued warning stickers which must be placed in the operating cabs of all equipment as a constant reminder of the fifteen (15) foot clearance envelope.

(10) Storage of Materials and Equipment: No material or equipment shall be stored on the Railroad's property without first having obtained permission from the Chief Engineer. Any such storage will be on the condition that the Railroad will not be liable for loss of or damage to such materials or equipment from any cause.

(11) Condition of the Railroad's Property: The Contractor shall keep the Railroad's tracks clear of all refuse and debris from its operations. Upon completion of the work, the contractor shall remove from the Railroad's property all machinery, equipment, surplus materials, falsework, rubbish, temporary structures, and other property of the Contractor or any subcontractor, and shall leave the Railroad's property in a condition satisfactory to the Chief Engineer.

(12) Safety Training: All individuals, including representatives and employees of the State or City (or other Authority that may have contracted with the Railroad), the Contractor, and any subcontractor, before entering within twenty-five (25) feet of the Railroad's property shall first attend the Railroad's Safety Orientation Class. The Safety Orientation Class will be provided by, or under the supervision of, the Railroad's Safety Representative. The State or City (or other Authority that may have contracted with the Railroad) will pay for the Railroad's Safety Orientation Class unless otherwise agreed. All costs of complying with the Railroad's safety requirements will be at the sole expense of the Contractor and subcontractor. The Contractor shall appoint a qualified person as its Safety Representative. He/she shall continuously assure that all individuals comply with Railroad's safety requirements.

(13) No Charges to the Railroad: It is expressly understood that neither these Specifications, nor any document to which they are attached, includes any work for which the Railroad is to be billed by the Contractor or any subcontractor, unless the Railroad gives a written request that such work be performed at its expense.

November 1996

**EXHIBIT L-2**

**DATA REQUIRED FOR APPROVAL OF BRIDGE ERECTION,  
DEMOLITION OR OTHER HOISTING OPERATIONS OVER  
TRACKS OF THE NATIONAL RAILROAD PASSENGER CORPORATION  
(AMTRAK)**

1. Plan view showing locations of cranes, operating radii, with delivery or disposal locations shown.
2. Crane rating sheets showing cranes to be adequate for 150% of the lift. Crane and boom nomenclature is to be indicated.
3. Plans and computations showing weight of pick.
4. Location plan showing obstructions, indicating that the proposed swing is possible.
5. Data sheet listing type and size of slings or other connecting equipment. Include copies of catalog on information sheets of specialized equipment. Detail method of attachment on erection plan.
6. A complete procedure is to be included, indicating the order of lifts and any repositioning or rehitching of the crane or cranes.
7. Temporary support of any components or intermediate stages is to be shown.
8. A time schedule of the various stages must be shown, as well as a schedule for the entire lifting procedure.

Submit five (5) sets of plans and calculations to the Assistant Vice President Engineering's duly authorized representative whose name and address will be provided at the project pre-construction meeting.

May 1996

REQUIREMENTS FOR TEMPORARY SHEETING AND SHORING  
TO SUPPORT AMTRAK TRACKS

The following items are to be included in the design and construction procedures for all permanent and temporary facilities adjacent to AMTRAK tracks:

1. Footings for all piers, columns, walls or other facilities shall be located and designed so that any temporary sheeting and shoring for support of adjacent track or tracks during construction will not be closer than toe of ballast slope (7'-5" is dimension from gage of rail to toe of ballast for tangent track; see dimensions on Standard Plan No. 70003A for dimensions on curved track).
2. When support of track or tracks is necessary during construction of above mentioned facilities, interlocking steel sheeting adequately braced and designed to carry E-80 live load plus 50% impact is required. Soldier piles and lagging will be permitted for supporting adjacent track or tracks only when required penetration of steel sheet piling cannot be obtained or when in the opinion of the Assistant Chief Engineer steel sheet piling would be impracticable to place.
3. Exploratory trenches, three (3) feet deep and fifteen (15) inches wide in the form of an "H" with outside dimensions matching the outside of sheeting dimensions are to be hand dug, prior to placing and driving steel sheeting, in area where railroad underground installations are known to exist. These trenches are for exploratory purposes only and are to be backfilled and compacted immediately. This work must be done in the presence of a railroad inspector.
4. Absolute use of track is required while driving sheeting adjacent to running track. Procedure for arranging for use of track shall be through the Assistant Chief Engineer's representative on the project.
5. Cavities adjacent to sheet piling, created by driving of sheet piling, shall be filled with sand and any disturbed ballast must be restored and tamped immediately.
6. Sheet piling shall be cut off at top of tie during construction and then, after construction and backfilling has been completed, the piling within twelve (12) feet of track or less from centerline of track, or when bottom of excavation is below line extending at 1:1 slope from end of tie to point of intersection with sheeting, shall be cut off eighteen (18) inches below existing ground line or twenty-four (24) inches below the bottom of tie, whichever is greatest, and left in place.

Requirements for Temporary Sheet piling and Shoring  
to Support Amtrak Tracks - Page 2

7. The excavation adjacent to the track shall be covered, ramped, and protected by handrails, and barricades and warning lights shall be provided as directed by AMTRAK.
8. Final backfilling of excavation shall be as required by project specifications.
9. The Contractor is to advise AMTRAK of the time schedule of each operation and obtain approval of AMTRAK for all work to be performed adjacent to AMTRAK tracks so that it may be properly supervised by railroad personnel.
10. All drawings for temporary sheet piling and shoring shall be prepared and stamped by a Registered Professional Engineer and shall be accompanied by complete design computations when submitted for approval.
11. Where physical conditions of design impose insurmountable restrictions requiring the placing of sheet piling closer than specified above, the matter must be submitted to the Assistant Chief Engineer for approval of any modifications.
12. Particular care shall be taken to avoid erosion or filling of Railroad's drainage facilities. Erosion and sediment control in the vicinity of the Railroad shall be as approved by the Engineer and the Railroad. Disrupted Railroad drainage facilities shall be corrected promptly, as directed by the Engineer, at the Contractor's sole expense.

AUGUST 1991

USA, ENG 1604

NOV., 1987



REQUIREMENTS & SPECIFICATIONS  
FOR  
PIPELINE OCCUPANCY



NATIONAL RAILROAD PASSENGER CORPORATION

RECOMMENDED:

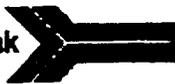
H. F. Longhelt  
DEPUTY CHIEF ENGINEER

APPROVED:

G. Ellis  
ASST. VICE PRESIDENT &  
CHIEF ENGINEER

RECOMMENDED:

R. D. Johnson  
ASST. CHIEF ENGINEER  
DESIGN & CONSTRUCTION



# ENGINEERING PRACTICE

ORIGINAL ISSUE DATE

January 1988

REVISED DATE

NUMBER

1604

FILE NUMBER

TITLE

PIPELINE OCCUPANCY -  
REQUIREMENTS & SPECIFICATIONS

RECOMMENDED DATE

*D. Johnson* 1/22/88

APPROVED DATE

*Billie* 1/27/88

PAGE 1

OF 1

SCOPE AND NATURE:

To provide Design & Construction Specifications for Pipelines within Amtrak Right-of-Way.

SPECIAL REFERENCES:

ANSI Standards  
ASTM Standards  
AREA Standards

AWWA Standards  
CSI Standards  
NACE Standards

PROCEDURE:

Complete Specifications for Design & Construction of Pipelines on Amtrak Right-of-Way are attached hereto.

RESPONSIBILITY:

Design & Construction Departments - Ensure that the Design of the Pipeline is in accordance with the Specification.

Construction Department  
Division Engineer  
Area Construction Engineer  
B&B Inspector

Ensure that the installation of the Pipeline is in accordance with the Specifications.

Real Estate Department

- Provide an executed agreement with the Pipeline Applicant including the appropriate remuneration to Amtrak.

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SECTION 01100 GENERAL REQUIREMENTS

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1.01 DESCRIPTION OF WORK LOCATION

- A. These Specifications apply to the design and construction of pipelines carrying flammable and non-flammable substances and to casings over 4-inches in diameter containing pipelines, wires, or cables, under, across or along Railroad property, facilities and tracks or tracks owned by others over which the Railroad operates its equipment.

1.02 DEFINITIONS

- A. The terms "Amtrak" or "Railroad" are used synonymously throughout these specifications, and refer to the National Railroad Passenger Corporation, Office of the Chief Engineer, 60 Massachusetts Avenue, N.E., Washington, D.C. 20002.
- B. The term "Chief Engineer" refers to the Amtrak Chief Engineer or his designated representative.
- C. The term "Applicant" refers to individuals, Corporations, or Municipalities desiring occupancy of railroad property by a pipeline.
- D. The term "Occupant" refers to individuals, corporations or municipalities who have a current agreement with the Railroad to occupy an existing pipeline under, across or along Railroad property.

1.03 REFERENCED STANDARDS AND SPECIFICATIONS

- A. Wherever standards or specifications issued by a recognized industry association or regulatory body are referenced in these Specifications, the reference shall be interpreted as incorporating the referenced standard or specification in total into these Specifications as applicable. In the event of a difference between referenced standard or specifications and these Specifications, the more stringent shall govern.
- B. Technical Reference Abbreviations - Whenever in these Specifications the following terms, or pronouns in place of them, may be used, the intent and meaning shall be interpreted as follows:  
ANSI - AMERICAN NATIONAL STANDARDS INSTITUTE, INC.  
1430 Broadway  
New York, NY 10018

- B. In the event the work affects other railroads or transit authorities, all contacts with them shall be made by the applicant.
- C. The Applicant waives all claims against Amtrak for delays or any interference occasioned by railroad traffic.
- D. All Applicant-designed temporary construction on railroad property, whether such property belongs to either Amtrak or to other railroads, shall be designed in accordance with the appropriate railroad criteria and all construction performed on, under, or over railroad property will be subject to the inspection and approval of the Chief Engineer.
- E. At least twenty-one days advance written notice shall be given to the Chief Engineer prior to the entering upon, or commencing of any work on, under or over railroad property.
- F. Amtrak will furnish such qualified flagman, signalman, or protection men, other than crossing watchmen, as may be required to insure complete protection of train operations and railroad facilities. The need for this type of service will be determined by the Chief Engineer on the basis of railroad regulations and the Applicant's approved construction schedule. No work shall proceed without proper protection on the site.
- G. All expenses incurred in connection with protection of railroad facilities by railroad employees will be borne by the Applicant. Billings for such services or expenses, including labor, materials and equipment will be made directly to the Applicant for payment.
- H. During construction, railroad traffic shall be maintained at all times without interruption, except when interruption is approved in advance, in writing, by the Chief Engineer.
- I. All operations shall be conducted so as not to interfere with, interrupt, or endanger the integrity of railroad facilities. All work on and near railroad property shall be conducted in accordance with railroad safety rules and regulations. The Applicant shall secure and comply with the Railroad safety rules and shall give written acknowledgement to the Railroad that they have been received, read, and understood by the Applicant and his employees. Operations will be subject to Railroad inspection at any and all times.
- J. All cranes, lifts, or other equipment that will be operated in the vicinity of the Railroad's electrification and power transmission facilities shall be electrically grounded as directed by the Railroad, and/or required by OSHA.

1.08 INDEMNIFICATION

- A. The Applicant shall indemnify and hold harmless Amtrak, its officers, employees, agents, successors and assigns, regardless of any negligence on their part, from and against any and all loss, damage, claims, demands, action, suits at law or in equity judgements, liability or expenses, including attorneys' fees, for damages for personal injury, including death, to any person whatsoever, and for damage to property of any person whatsoever, including loss or destruction or loss of use thereof, arising out of any accident or occurrence, howsoever caused, directly or indirectly, in the course of or as a consequence of work performed by the Applicant, its officers, employees, agents, contractors or subcontractors. If any part of this section shall be held unlawful, invalid or unenforceable, that part shall be deemed deleted and without prejudice to the lawfulness, validity and enforceability of the remaining parts hereof.
- B. In any and all claims against Amtrak or any of its officers or employees by any employee of the Applicant, any contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this action shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Applicant or any contractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

1.09 INSURANCE

- A. Before being permitted to start work, applicant must provide satisfactory evidence of minimum financial responsibility to Amtrak's Tax and Insurance Office, or other designated office, with regard to financially protecting Amtrak during construction operations.
- B. Refer to PLATE VIII of these Specifications for information with regard to Amtrak's Insurance Requirements.

1.10 SCIENTIFIC OR HISTORIC ARTIFACTS

- A. The Applicant shall immediately notify the Chief Engineer of discovery of scientific or historical artifacts and shall protect same until identified and removed by the appropriate authorities exercising jurisdiction.

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SECTION 01300 SUBMITTALS

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1.01 APPLICATION FOR OCCUPANCY

- A. Individuals, Corporations and Municipalities (referred to as the "Applicant") desiring occupancy of railroad property by such pipe line occupations will be required, upon approval of the construction details by the Chief Engineer, to execute an appropriate occupational agreement and pay any required fees and/or rentals outlined therein.
- B. Application for an occupancy shall be by letter addressed to the Manager Pipe & Wire Agreements, Real Estate Department - National Railroad Passenger Corporation, 60 Massachusetts Avenue, N.E., Washington, DC 20002, (cc: Assistant Chief Engineer M of W and Structures, 30th and Market Streets, 3rd Floor, South Tower, Philadelphia, PA. 19104)

Application letter shall include:

1. Name of Individual, Corporation or Municipality desiring the occupancy.
  2. Complete mailing address of applicant.
  3. Name and title of person who will sign the agreement.
  4. The State in which the applicant is incorporated, if applicable.
- C. All applications shall be accompanied with eight (8) copies of all proposed construction plans and three (3) copies of specifications and computations concerning the proposed occupancy.

1.02 SUBMISSION OF CONSTRUCTION PLANS AND SPECIFICATIONS

- A. Plans for proposed pipeline occupations shall be submitted to and meet the approval of the Chief Engineer prior to start of construction. These plans are to be prepared in sizes as small as possible and are to be folded to an 8-1/2 inch by 11-inch size (folded dimensions) with a 1-1/2 inch margin on the left hand side and a 1-inch margin on the top so that they can be secured in a file at the upper left hand corner and still be unfolded to full size without being removed from the file.
1. After folding, the title block and other identification of the plans shall be visible at the lower right hand corner. Each plan shall bear an individual identifying number and an original date, together with subsequent revision dates, clearly identified on the plan so as to be readily apparent as to just what revisions were made and when.

- D. The three (3) required items specified in paragraph "C" above shall not have an alternative. Any application received indicating such options will not be processed. Once an application is approved by the Chief Engineer., no variance from the plans, specifications, method of construction, etc., as approved in the occupancy document will be considered or permitted without the imposition by the Railroad of additional handling charges.
- E. Location and dimensions of jacking, boring, or tunneling pits shall be shown with details of their sheeting and shoring. If the bottom of the pit excavation nearest the adjacent track intersects a line from a point 4.5 feet horizontally from center line of adjacent track at the plane of the base of rail drawn on a slope of 1-1/2 horizontal to 1 vertical, submit design and details of the pit construction to the Railroad for approval, complete with computations prepared by a Registered Professional Engineer. In any event, the face of the pit shall be no less than 25 feet from adjacent track, unless otherwise approved by the Chief Engineer. Pits shall be fenced; lighted, and otherwise protected as directed by the Chief Engineer.
- F. All plans and computations, including plans and computations submitted by contractors, shall bear the seal of a Registered Professional Engineer licensed in the state in which the work is being performed. If not so imprinted, they will be given no further consideration.
- G. Computations for all structures involving the support or protection of Railroad track, embankment and facilities shall be prepared by and bear the seal of a Registered Professional Engineer licensed in the state in which the work is being performed and shall be submitted with the construction plans.
- H. When computer calculations are included with design calculations the following documentation shall be furnished as a minimum:
  - 1. A synopsis of the computer program(s) stating briefly required input, method of solution, approximations used, second order analysis incorporated, specifications or codes used, cases considered, output generated, extent of previous usage or certification of program(s) and program(s) author.
  - 2. Identification by number, indexing and cross referencing of all calculation sheets, including supplemental "long-hand" calculation sheets.
  - 3. Fully identified, dimensioned, and annotated diagram of each member or structure being considered.

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SECTION 01500 TEMPORARY FACILITIES AND CONTROLS

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1.01 REQUIREMENTS OF REGULATORY AGENCIES

Applicant shall:

- A. Obtain and pay all costs for all permits as required for installation and maintenance of temporary facilities and controls. Applicant shall maintain such permits in force throughout duration of use or requirement for item for which each permit was obtained.
- B. Comply with all applicable Federal, State and local codes, regulations and ordinances and those of American Railroad Engineering Association.
- C. Comply with regulations and requirements of all utility or service companies from which temporary utilities or services are obtained, and pay all costs incurred therewith.

1.02 INSTALLATION AND COORDINATION-GENERAL

Applicant shall:

- A. Install all temporary facilities and controls in a neat and orderly manner.
- B. Make structurally and functionally sound throughout.
- C. Construct temporary facilities and controls to give continuous service and to provide safe working conditions.
  - 1. Enforce conformance with applicable standards.
  - 2. Enforce safe practices.
- D. Modify, extend or relocate temporary facilities and controls as work progress requires.
- E. Locate temporary facilities and controls to avoid interference with, or hazards to:
  - 1. Work or movement of railroad personnel or traffic.
  - 2. Vehicular traffic.
  - 3. General Public.
  - 4. Work of other contractors.
- F. Obtain easements as may be required across non-Amtrak property, and pay all costs (if any) in connection therewith.
- G. Materials for temporary facilities and controls must be adequate for the purpose intended and shall not violate requirements of applicable codes and shall not create unsafe conditions, and must be approved by the Chief Engineer.

manner which will prevent dropping of materials or debris on the streets. Spills of materials in public areas shall be removed immediately at no cost to the Railroad.

2. **Waste Materials:** No waste or erosion materials shall be allowed to enter natural or man-made water or sewage removal systems. Erosion materials from excavations, borrow areas or stockpiled fill shall be contained within the work area. The Applicant shall develop methods for control of waste and erosion which shall include such means as filtration, settlement and manual removal to satisfy the above requirements. Do not dispose of machinery lubricants, fuels, coolants, and solvents on the site.
  3. **Burning:** No burning of waste shall be allowed without prior written permission. In cases where permission is granted, burning shall be conducted in accordance with the regulations of the appropriate Jurisdictional Agency.
  4. **Dust Control:** The Applicant shall at all times control the generation of dust by his operations. Control of dust is mandatory and shall be accomplished by water sprinkling or by other methods approved by the Chief Engineer.
  5. **Noise Control:** The Applicant shall take every action possible to minimize the noise caused by his operation. When required by agencies having jurisdiction, noise producing work shall be performed in less sensitive hours of the day or week as directed by the Chief Engineer or as required by local ordinance.
- B. For all piping carrying non-potable liquids, gases or other pollutants, submit a program for pollution control to the Chief Engineer for his approval prior to beginning operations.

#### 1.10 PROTECTION OF PERSONS AND PROPERTY

##### A. Safety Requirements

1. The Applicant shall be responsible for ensuring that the most stringent provisions of the applicable statutes and regulations of the political subdivision in which the work is being performed, and the Department of Labor-Occupational Safety, Health Administration provisions, pertaining to the safe performance of the work are observed and further, that the methods of performing the work do not involve undue

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3. The Applicant shall provide such security measures as he may require to protect his tools, equipment and property and that of his subcontractors (if any) from damage, theft or vandalism.

1.11 VERMIN CONTROL

- A. Do not permit food scraps, lunch bags, food wrappers or other items which would attract rats or other vermin to be left laying around the site. Deposit such items in closed, rat-proof metal containers for disposal on a regular basis.

1.12 RUBBISH AND DEBRIS REMOVAL

- A. Neatly pile rubbish and debris resulting from the Work in a single location on the site and remove from this location at least once a week and legally disposes of same off the site. Remove on a more frequent basis if such rubbish or debris interferes with railroad activities, the work of others or creates a fire or safety hazard.
- B. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains or upon the site.
- C. Do not dispose of wastes into streams or waterways.

\* \* END OF SECTION \* \*

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SECTION 02860 PIPELINE OCCUPANCY GENERAL CRITERIA

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1.01 GENERAL REQUIREMENTS

- A. Pipelines under Railroad tracks and across Railroad operating right-of-way shall be encased in a larger pipe or conduit called the casing pipe as indicated in Plate II.
- B. Casing pipe will be required for all pipelines carrying oil, gas, petroleum products, or other flammable or highly volatile substances under pressure, and all non-flammable substances which, from their nature or pressure, as determined by the Chief Engineer, might cause damage if escaping on, under, over, or near Railroad property.
- C. For non-pressure sewer or drainage crossings where the installation can be made without interference to Railroad operations, as determined by the Chief Engineer, the casing pipe may be omitted when the pipe strength is capable of withstanding Railroad loading hereinafter specified.
- D. The casing pipe shall be laid across the entire width of the right-of-way. Casing pipe shall extend beyond the right-of-way when the right-of-way line on either side of the tracks is less than the minimum length of casing specified in Section 02862, Para. 1.02-E.
- E. Pipelines laid longitudinally on railroad right-of-way shall be located as far as practicable from any tracks or other important structures and as close to the Railroad property line as possible. If located within 25 feet of the centerline of any track or closer than 45 feet to nearest point of any bridge, building or other important structure, the carrier pipe shall be encased (see also Section 02862 Para. 3.01 and Plate III).
- F. Pipelines shall be located, where practicable, to cross tracks at approximate right angles thereto, but preferably at not less than 45 degrees.
- G. Pipelines shall not be placed within a culvert, under Railroad bridges, nor closer than 45 feet to any portion of any Railroad bridge, building, or other important structure, except in special cases, and then by special design, as approved by the Chief Engineer.
- H. Pipelines carrying liquified petroleum gas shall, where practicable, cross the Railroad where tracks are carried on embankment.
- I. Any replacement or modification of an existing carrier pipe and/or casing shall be considered a new installation, subject to the requirements of these Specifications.

- C. Borings shall be made on each side of the tracks, on the centerline of the pipe crossing, and as close to the tracks as practicable. (See Sections 01100 and 01300 relative to Procedures)
- D. Soil borings shall be in accordance with the current issue of the American Railway Engineering Association Specifications, Chapter 1, Part 1, "Specifications for Test Borings." Soils shall be investigated by the split-spoon and/or thin-walled tube method and rock by the Coring method specified therein, as appropriate.
- E. Soil boring logs shall clearly indicate All of the following:
  - 1. Boring number as shown on boring location plan.
  - 2. Elevation of ground at boring, using same datum as the pipeline construction plans.
  - 3. Description of soil classification of soils and rock encountered.
  - 4. Elevations or depth from surface for each change in strata.
  - 5. Identification of where samples were taken and percentage of recovery.
  - 6. Location of ground water at time of sampling and, if available, subsequent readings.
  - 7. Natural dry density in Lbs./Sq.ft. for all strata.
  - 8. Unconfined compressive strength in Tons/Sq.ft. for all strata.
  - 9. Water content (Percent). Liquid limit (Percent) and Plastic limit (Percent).
  - 10. Standard penetration in Blows/ft.
- F. The location of the carrying pipe and casing shall be superimposed on the Boring logs before submission to the Chief Engineer.
- G. Soil investigation by auger, wash, or rotary drilling methods are not acceptable.
- H. Soil Boring logs shall be accompanied by a plan drawn to scale showing location of borings in relation to the tracks and the proposed pipe location, the elevation of ground surface at each boring, and the elevation of the base of rail of the tracks.

#### 1.05 SUPPORT OF TRACKS

- A. When the jacking, boring or tunneling method of installation is used, and depending upon the sizes and location of the crossings, the existing soil conditions and elevation of ground water, temporary track supporting structures shall be installed at the direction of the Chief Engineer and at the expense of the Applicant.

11200 C (Details for Power Bonding of Structures), and Plate V.

- D. Pipeline may be pre-coated as per the attached H.C. Price Co. "Pritec" Specification revised October 23, 1978 or approved equal (Plate VI).
- E. Pipeline may be field wrapped as per the attached suggested procedures to hand wrap field joints with Servi-wrap P.500 or approved equal. Minimum of two wraps required - see Plate VII.
- F. Fiberglass conduit made by the Ciba - Geigy Corp. known as Dualoy T & D conduit is also acceptable as an isolation means subject to approval of the Chief Engineer.
- G. Any grounding or isolation methods used must have a minimum dielectric value of 25,000\*volts.

1.08 ABANDONED PIPELINES AND/OR FACILITIES

- A. For all pipe crossings under track or near other railroad structures, the owner of the pipeline shall notify the Chief Engineer, in writing, of the intention to abandon such pipeline. Upon abandonment, the carrier pipe shall be removed and the casing shall be filled with cement grout, compacted sand or other material as may be approved by the Chief Engineer. If it is impracticable to remove the carrier pipe then the carrier must be filled along with the annular space between the casing and carrier.
- B. Facilities other than pipelines will be removed or altered at abandonment to the satisfaction of the Chief Engineer.

1.09 DRAINAGE

- A. Occupancies shall be designed, and their construction shall be accomplished, so that adequate and uninterrupted drainage of Railroad right-of-way is maintained. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, the Contractor shall install temporary pipes, ditches or other drainage facilities as required to maintain adequate drainage, as approved by the Chief Engineer. Upon completion of the work, the temporary drainage facilities shall be removed and the permanent facilities restored.
- B. Water may not be pumped or disposed of on Railroad Right of Way unless discharged into an existing drainage facility and providing discharge does not cause erosion.

\* \* END OF SECTION \* \*

\*46,000 Volts between New Haven, CT and Boston, MA on Amtrak's Shoreline.

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SECTION 02861 CARRIER PIPE

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PART 1 GENERAL

1.01 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Inspection and Testing - Section 02860, Art. 1.02.
- B. Cathodic Protection - Section 02860, Art. 1.03.
- C. Bonding and grounding of pipelines in electrified territory - Section 02860, Art. 1.07.
- D. Casing Pipe - Section 02862, Entire Section.
- E. Miscellaneous General Criteria - Section 02860, Art. 1.01.

1.02 DESIGN CRITERIA

- A. If the maximum allowable stress in the carrier pipe on either side of the occupancy of Railroad property is less than as specified in Section 02860, Art. 1.01 above, the carrier pipe on Railroad property shall be designed at the same stress as the adjacent carrier pipe.
- B. Requirements for carrier pipe under Railroad tracks shall apply for a minimum distance equal to that of the casing pipe as specified in Section 02862.
- C. Carrier pipes within a casing shall be designed according to Railroad Specifications as if they were not encased.
- D. All pipes, ditches and other structures carrying surface drainage on Railroad property and/or crossing under Railroad tracks shall be designed to carry the run-off from a one hundred (100) year storm. Computations indicating this design and suitable topographic plans, prepared by a Registered Professional Engineer, licensed in the state in which the work is being performed shall be submitted to the Chief Engineer for approval. If the drainage is to discharge into an existing drainage channel on or under Railroad right-of-way, an hydraulic analysis of the existing structures must be included. Submit with the computations formal approval of the proposed design by the appropriate governmental agency.

PART 2 PRODUCTS

- 2.01 GENERAL - All pipes shall be designed for the external and internal loads to which they will be subjected. The dead load of earth shall be considered 120 pounds per cubic foot. Railroad live loading shall be Cooper's E-80 with 50% added for impact. In any event on Railroad property or where Railroad loading will be experienced, the following shall be the minimum requirements for carrier pipes:

- 2.05 CORRUGATED METAL PIPE - AREA Spec. Chapter 1, Part 4.
- 2.06 ASBESTOS CEMENT PIPE -  
Non-pressure: ASTM Spec. C-428, Cl. 5000 Min.  
Pressure: AWWA Spec. C-400, Cl. 150 Min.
- 2.07 OTHER - Other miscellaneous piping not specified above shall be as approved by Chief Engineer.
- 2.08 SHUT-OFF VALVES
  - A. Provide accessible emergency shut-off valves at each side of the railroad within distances and at locations as directed by the Chief Engineer.
  - B. Where pipelines are provided with automatic control stations and within distances approved by the Chief Engineer, no additional valves will be required.
- 2.09 SIGNS
  - A. Prominently identify all pipelines (except those in streets where it would not be practical to do so) at rights-of-way by durable, weatherproof signs located over the centerline of the pipe. Mark pipelines at undercrossings on both sides of track. Signs shall show the following:
    - 1. Name and address of pipeline Owner.
    - 2. Contents of Pipe.
    - 3. Pressure in Pipe.
    - 4. Depth below grade at point of sign.
    - 5. Emergency telephone in event of pipe rupture.
    - 6. RR File Number.
  - B. For pipelines running longitudinally on Railroad property, place signs over the pipe (or offset) appropriately marked at all changes in direction of the pipeline. Locate such signs so that when standing at one sign, the next adjacent marker in either direction is visible. In no event shall pipeline identification signs be placed more than 500 feet apart, unless otherwise directed by the Chief Engineer.
  - C. Submit details of signs (materials, size, method of support, etc.) to the Chief Engineer for approval with the application.

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SECTION 02862 CASING PIPE

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PART 1 GENERAL

1.01 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Miscellaneous General Criteria - Section 02860.
- B. Carrier Pipe - Section 02861.

1.02 DESIGN CRITERIA

- A. Casing pipe and joints shall be of metal and of leakproof construction.
- B. Casing pipe shall be designed for the earth and/or other pressures present, and for railroad live load. The dead load of earth shall be considered 120 pounds per cubic foot. Railroad live load shall be Cooper E-80 with 50% added for impact.
- C. The inside diameter of the casing pipe shall be such as to allow the carrier pipe to be removed subsequently without disturbing the casing or the roadbed. For steel pipe casings, the inside diameter of the casing pipe shall be at least two (2) inches greater than the largest outside diameter of the carrier pipe joints or couplings, for carrier pipe less than six (6) inches in diameter; and at least four (4) inches greater for carrier pipe six (6) inches and over in diameter.
- D. For flexible casing pipe, a minimum vertical deflection of the casing pipe, of 3% of its diameter plus 1/2 inch, shall be provided so that no loads from the roadbed, track, traffic or casing pipe itself are transmitted to the carrier pipe. When insulators are used on the carrier pipe, the inside diameter of the flexible casing pipe shall be at least two (2) inches greater than the outside diameter of the carrier pipe for pipe less than eight (8) inches in diameter; at least 3-1/4 inches greater for pipe 8 inches to 16 inches, inclusive, in diameter; and at least 4-1/2 inches greater for pipe 18 inches and over in diameter. In no event shall the casing pipe diameter be greater than is necessary to permit the insertion of the carrier pipe.
- E. Casing pipe under Railroad tracks and across Railroad rights-of-way shall extend the GREATER of the following distances, measured at right angles to centerline of track:
  - 1. Across the entire width of Railroad right-of-way (See Section 02860, Paragraph 1.01, D.)
  - 2. Three (3) feet beyond ditch line.
  - 3. Two (2) feet beyond toe of slope.

- C. Vent pipes shall be at least four (4) feet (vertically) from aerial electric wires.
- D. When the pipeline is in a public highway, street-type vents shall be installed.

PART 2 PRODUCTS

2.01 STEEL PIPE - minimum yield strength of 35,000 psi. Smooth wall pipes with a nominal diameter of over 54 inches will not be permitted. When steel casing pipe is used, the ends shall be beveled with a single V-groove for field welding. Pipe joints shall be butt welded by a certified welder with a full penetration weld on the outside circumference of the pipe. The single V-groove butt weld shall conform to the latest A.W.S. Welding Code.

TABLE OF MINIMUM WALL THICKNESS FOR STEEL CASING PIPE  
(for Information Only)

<u>Nominal Thickness-Inches</u>			<u>Nominal Thickness-Inches</u>		
<u>Coated or Cathodically Protected</u>	<u>Uncoated and Un-protected</u>	<u>Nominal Diameter Inches</u>	<u>Coated or Cathodically Protected</u>	<u>Uncoated and Un-protected</u>	<u>Nominal Diameter Inches</u>
0.375	0.375	22&Under	0.469	0.532	34-36
0.375	0.407	24	0.500	0.563	38-42
0.375	0.438	26	0.564	0.626	48
0.406	0.469	28-30	0.625	0.688	54
0.438	0.501	32			

- 2.02 CAST IRON PIPE - may be used for a casing, provided the method of installation is by open trench only. Cast iron pipe shall conform to ATSM Specification A-716, Extra Heavy. The pipe shall be of the mechanical joint type or plain end type with compression type couplings.
- 2.03 CORRUGATED METAL PIPE AND CORRUGATED STRUCTURAL PLATE PIPE - may be used for casing only when emplaced by the open-cut method. Jacking or boring through Railroad embankment is not permitted. Pipe shall be asbestos-bonded, bituminous coated and shall conform to American Railway Engineering Association Specifications Chapter 1, Part 4.
- 2.04 REINFORCED CONCRETE PIPE - shall conform to ASTM Specification C-76, Class V, Wall C. It shall be used only in the open cut and jacking methods of installation.

If concrete pipe is to be jacked into place, it must be smooth wall with grout holes tapped for no smaller than 1-1/2 inch

- D. Where pipeline is laid more than 50 feet from centerline of track, the minimum cover shall be at least three (3) feet.

3.02 CONSTRUCTION

- A. Casing pipe shall be so constructed as to prevent leakage of any substance from the casing throughout its length, except at ends of casing where ends are left open, or through vent pipes when ends of casing are sealed. Casing shall be installed so as to prevent the formation of a waterway under the Railroad, and with an even bearing throughout its length, and shall slope to one end (except for longitudinal occupancy).
- B. Installations by open trench method will be permitted only with the approval of the Chief Engineer and Division General Superintendent and shall comply with American Railway Engineering Association Specifications, Chapter 1, Part 4, "Installation of Pipe Culverts".
- C. Installation of casing pipe will be performed only by contractors who have demonstrated to the satisfaction of the Chief Engineer that they have had previous successful experience with casing installations by the method chosen. Casing pipes shall be installed by one of the following methods:
1. Jacking
    - a. This method shall be in accordance with American Railway Engineering Association Specifications, Chapter 1, Part, "Jacking Culvert Pipe through Fills." This operation shall be conducted without handmining ahead of the pipe and without the use of any type of boring, auguring, or drilling equipment.
    - b. Bracing and backstops shall be so designed, and jacks of sufficient rating used, so that the jacking can be progressed without stoppage (except for adding lengths of pipe) until the leading edge of the pipe reaches the location where the invert elevation intersects the Track Live Load Influence Line as shown on Plate II and as described in Section 01300., para. 1.02-E.
    - c. During jacking, an earth plug 1.5 times the diameter of casing is to be maintained at all times. Unless otherwise approved by the Chief Engineer, jacking operations shall be conducted continuously on a 24 hour a day basis until the jacking operations are completed.
  2. Drilling - This method employs the use of an oil field type rock roller bit or a plate bit made up of individual roller cutter units which is solidly welded

- e. A uniform mixture of 1:6 cement grout shall be placed under pressure behind the liner plates, in addition to the previously placed pea gravel. Grout holes, tapped for no less than 1-1/2 inch pipe and spaced 3 feet ± around the tunnel liner, shall be placed in every other ring, or an equal number of grout plugs evenly spaced in every ring. Grouting shall start at the lowest hole and proceed upwards. A threaded plug shall be installed in each grout hole as the grouting is completed at that hole.
  - f. Grouting shall be kept as close to the heading as possible, using grout stops behind the liner plates, if necessary. Grouting shall proceed as directed by the Chief Engineer, but must be executed at a minimum of every 24 hours and in no event shall more than six lineal feet of tunnel be progressed beyond the grouting.
4. Tunneling Shields
- a. All pipes 60 inches and larger in diameter shall be emplaced with the use of a tunneling shield, unless otherwise approved by the Chief Engineer. Pipes of smaller diameter may also require a shield when, at the sole discretion of the Chief Engineer, soil or other conditions indicate its need.
  - b. The shield shall be of steel construction, designed to support railroad track loading as specified in Paragraph 1.02 B herein, in addition to other loadings it must sustain. The advancing face shall be provided with a hood, extending no less than 20 inches beyond the face and extending around no less than the upper 240° of the total circumference. Installations made with liner plates shall be provided with a full 360° shield. It shall be of sufficient length to permit the installation of at least one complete ring of liner plates within the shield before it is advanced for the installation of the next ring of liner plates. The annular space between the inside diameter of the tail section of the shield and the outside diameter of the tunnel liner or pipe must not exceed 1" around the periphery.
  - c. It shall be adequately braced and provided with necessary appurtenances for completely bulkheading the face with horizontal breastboards, and arranged so that the excavation can be benched as may be necessary. Excavation shall not be advanced beyond the edge of the hood, except in rock.

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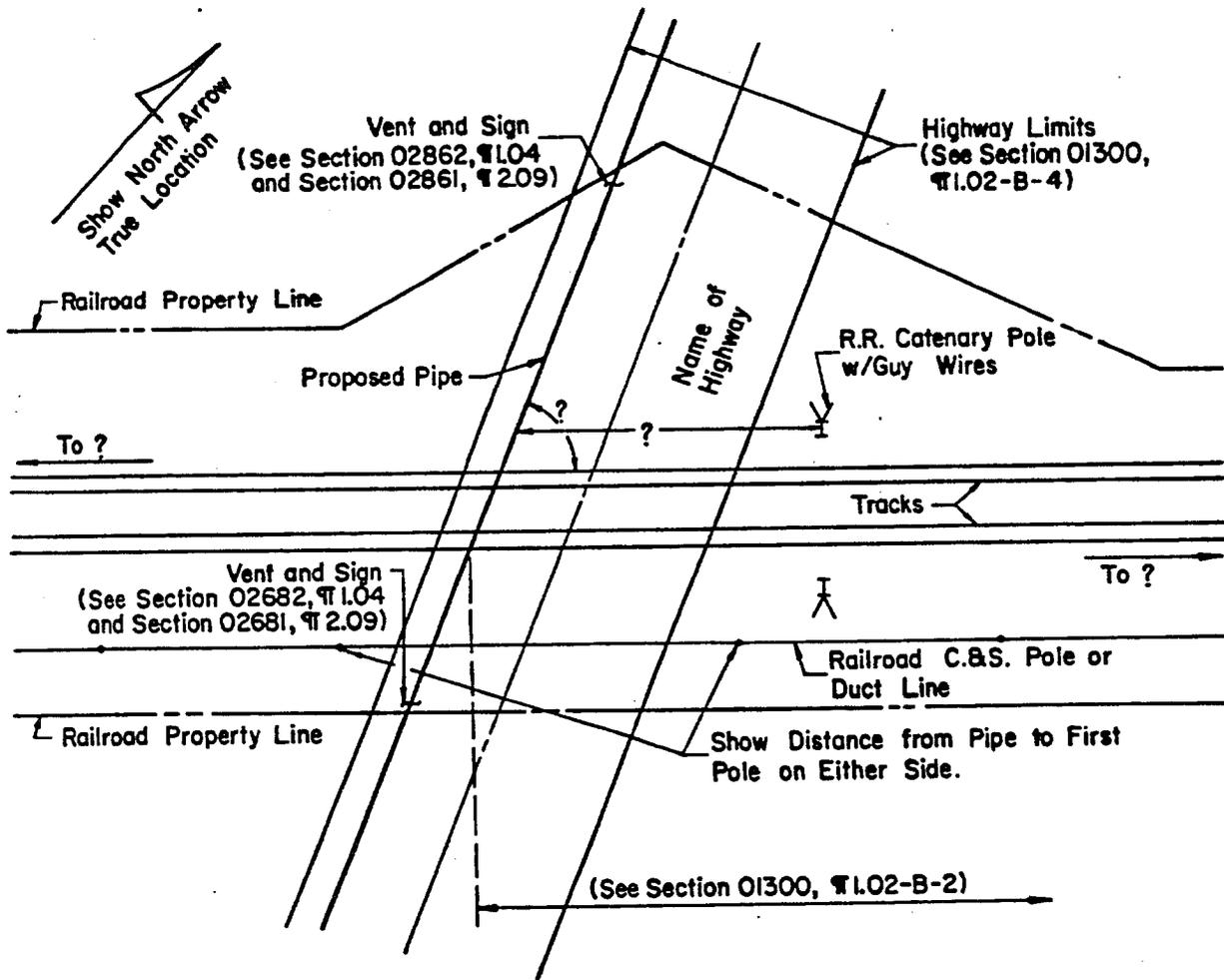
WORK STARTED PRIOR TO THIS INSPECTION WILL BE  
HALTED AND THE INSTALLED CASING ABANDONED  
IN PLACE IN ACCORDANCE WITH SECTION  
02860, PARAGRAPH 1.08

- d. Any method which employs simultaneous boring and jacking or drilling and jacking for pipes over 8 inches in diameter which does not have the above arrangement WILL NOT BE PERMITTED. For pipes 8 inches and less in diameter, augering or boring without this arrangement may be considered for use only as approved by the Chief Engineer.
- D. If an obstruction is encountered during installation to stop the forward action of the pipe, and it becomes evident that it is impossible to advance the pipe, operations will cease and the pipe shall be abandoned in place and filled completely with grout.
- E. Bored or jacked installations shall have a bored hole essentially the same as the outside diameter of the pipe plus the thickness of the protective coating. If voids should develop or if the bored hole diameter is greater than the outside diameter of the pipe (plus coating) by more than approximately 1 inch, grouting or other methods approved by the Chief Engineer shall be employed to fill such voids.
- F. Pressure grouting of the soils or freezing of the soils before or during jacking, boring, or tunneling may be required at the direction of the Chief Engineer to stabilize the soils, control water, prevent loss of material and prevent settlement or displacement of embankment and/or tracks. Grout shall be cement, chemical or other special injection material selected to accomplish the necessary stabilization. The Grouting Contractor shall be a specialist in the field with a minimum of five (5) continuous years experience of successfully grouting soils.
- G. The materials to be used and the method of injection shall be prepared by a Registered Professional Soils Engineer, or by an experienced and qualified company specializing in this work and submitted for approval to the Chief Engineer before the start of work. Proof of experience and competency shall accompany the submission.
- H. When water is known or expected to be encountered, pumps of sufficient capacity to handle the flow shall be maintained at the site and, upon approval of the Chief Engineer to operate them, they shall be in constantly attended operation on a 24-hour basis until, in the sole judgment of the Chief Engineer, their operation can be safely halted. When dewatering, close

**PLATE I**

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**INFORMATION TO BE SHOWN ON PLAN SECTION OF DRAWING**



**Scale of Drawing to be Shown**

**NOTE:**

If Manholes are Placed on Railroad Property, Details of same, with Clearances to near Rails are to be shown on the Drawings.

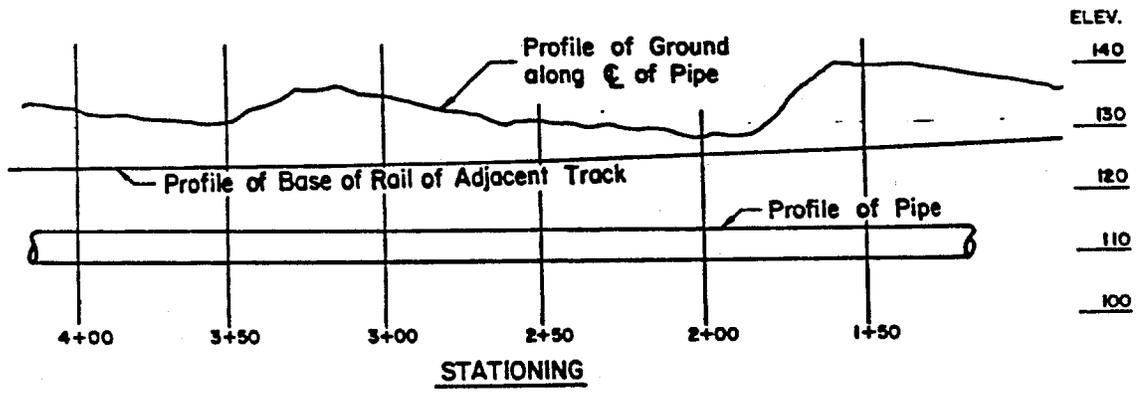
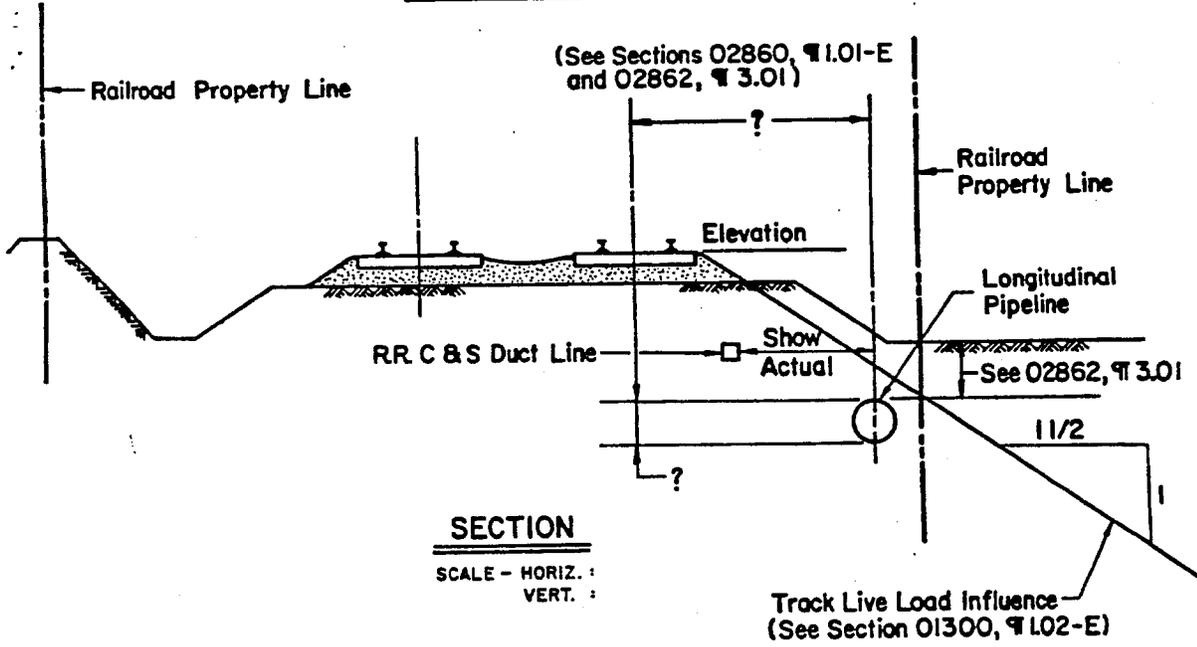
If the Proposed Pipe is to serve a new Development, a Map showing the Area in Relation to Established Areas and Roads is to be sent with the Request.

If the Proposed Pipe is not wholly within Highway Limits, the same Information is Required as shown on this Plate.

**PLATE II**

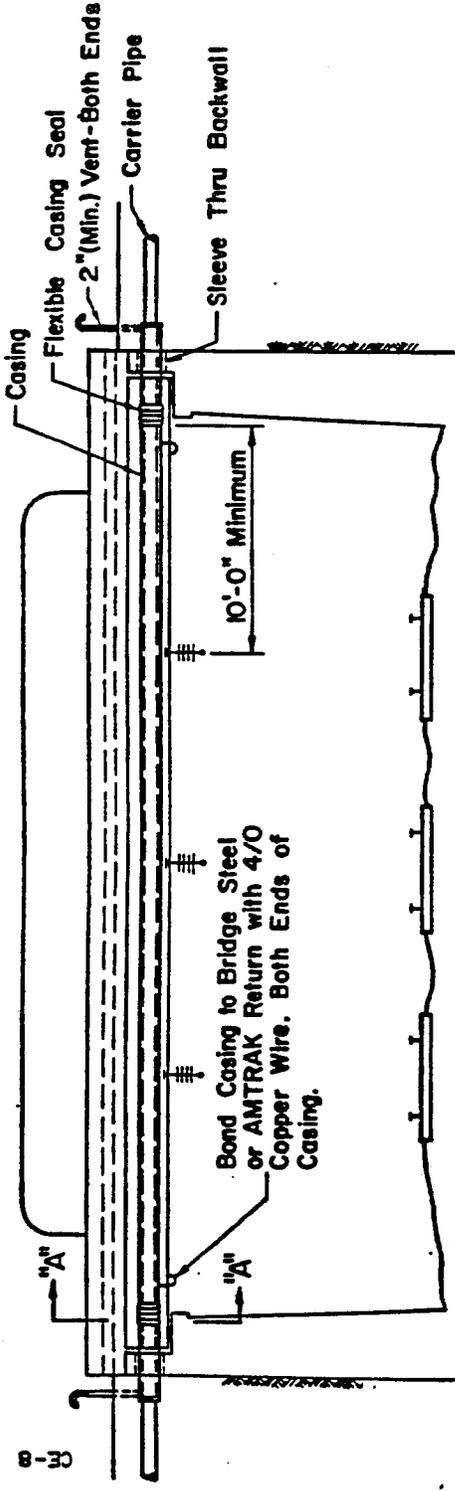
1604

**LONGITUDINAL OCCUPANCY**



**PROFILE - (See Section 01300, ¶ 1.02-B-3)**

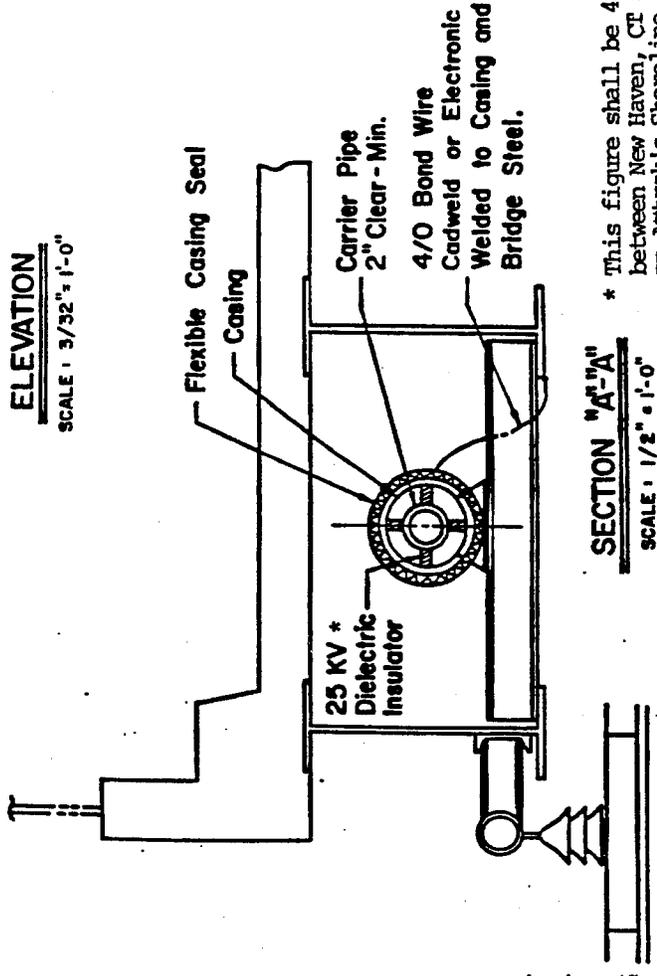
SCALE - HORIZ. :  
VERT. :



NOTE:

Pritec (TM), or Approved Equal, may be used in Lieu of 25 KV Dielectric Suspension Type Insulator. (See Plates VI & VII)

**ELEVATION**  
SCALE: 3/32" = 1'-0"



**SECTION "A-A"**  
SCALE: 1/2" = 1'-0"

\* This figure shall be 46KV between New Haven, CT and Boston, MA on Amtrak's Shoreline.

**PLATE V**  
**SPECIFICATIONS FOR BONDING AND GROUNDING OF PIPELINES IN ELECTRIFIED TERRITORY**

SUGGESTED PROCEDURES TO HAND WRAP FIELD JOINTS AND FITTINGS FOR PRITEC (R) PIPE COATING USING SERVI-WRAP P-500 PIPE WRAP OR EQUIVALENT TO PROVIDE A DIELECTRIC OF 25,000 VOLTS MINIMUM.

1. SURFACE PREPARATION: Surface must be clean and dry. Wire brush to remove any loose rust and scale, dust or dirt. Oil and grease are to be removed with a suitable safety approved solvent such as trichlorethylene.
2. PRIMING: A compatible primer such as Servi-Wrap primer should be applied at a rate of approximately 400 Sq. Ft. per gallon. Prime the entire surface to be wrapped beginning 4" to 6" back from the mill applied PRITEC (R) coating. Let primer dry before applying Servi-Wrap.
3. TAPE APPLICATION: Servi-Wrap is applied by removing release paper and spirally wrapping under tension with a 55% overlap. On fittings or uphill sections of pipeline, start at the bottom or lower section and work up. First apply a wrap over the weld seam for extra protection. On the initial turn, double wrap while maintaining tension. On the final lap, a double wrap should be applied but the second lap should be without tension and the tape ends should be pressed into position.
4. INSPECTION: Tape should be applied in a smooth workmanlike manner and no wrinkles are permitted. Pipe coating shall be 100% inspected for pinholes and holidays with an approved holiday detector adjusted to provide sufficient voltage to produce a spark through a pinhole in the coating (approximately 15 KV ac.).

**APPLICATION  
INSTRUCTIONS**

1. The pipe surface should be completely free of rust, scale, weld spatter, grease, dirt, dust and oil. It must be completely dry at time of application.
2. The dry pipe surface should be primed with one coat of quick drying SERVI-WRAP PRIMER. The Primer should be completely dry at the time of application of the SERVI-WRAP P-500. No primer is needed when wrapping pipe insulation.
3. Peel back the release paper from the first 9 inches of SERVI-WRAP P-500 and begin wrapping (adhesive side of wrap to pipe surface). Remove the release paper as the SERVI-WRAP P-500 is applied.
4. Pull the wrap tightly to ensure a snug fit to the surface being covered.
5. Overlap successive winds at least 1 inch, or more as specified, maintaining tight, continuous contact with both pipe, and the overlapped membrane. The end lap should be a minimum of 6".

**SERVI-WRAP  
PRIMER**

A quick drying (2 to 5 minutes) brush applied primer which is usually required prior to application of all grades of SERVI-WRAP.

Package:	1 - Gal. and 5 - Gal. Cans
Coverage:	300 Sq. Ft. per Gallon

**SERVI-WRAP  
MOLDING  
PUTTY**

Cold applied plastic putty designed for hand molding around bolted flanges, certain types of valves, etc. to provide a suitable profile for wrapping.

Color:	Black
Package:	50-lb. Packs
Filling Capacity:	18.5 Cu. In. per Lb.

**CONSTRUCTION PRODUCTS DIVISION, W. R. GRACE & CO.**  
P. O. BOX 2585, HOUSTON, TEXAS 77001 713/223-8333

June 6, 1977



We hope the information given here will be helpful. It is based on our best knowledge, and we believe it to be true and accurate. Please read all statements, recommendations or suggestions herein in conjunction with our conditions of sale which apply to all goods supplied by us. We assume no responsibility for the use of these statements, recommendations, or suggestions, nor do we intend them as a recommendation for any use which would infringe any patent or copyright.

INSURANCE REQUIREMENTS  
NATIONAL RAILROAD PASSENGER CORPORATION  
(AMTRAK)

Revised as of June 1993

Whenever in these Insurance Requirements or in the plans or contract documents the words "Company", "Railroad", or "Amtrak" are used, the same shall mean National Railroad Passenger Corporation.

**INSURANCE:** The contractor shall procure and maintain, at its own cost and expense, during the entire period of performance of the Project, the types of insurance specified below. The contractor shall submit to Amtrak certificate of insurance giving evidence of the required coverages, prior to commencing work. All insurance shall be procured from insurers authorized to do business in the jurisdiction where operations are to be performed. The contractor shall require all subcontractors to carry the insurance required herein, and the contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. In no event shall work be performed until the required certificate(s) of insurance have been submitted to Amtrak. If the insurance provided is not in compliance with the requirements listed below, Amtrak maintains the right to stop work until proper evidence is provided. The insurance shall provide for 30 days prior written notice to be given to Amtrak in the event coverage is substantially changed, canceled or non-renewed.

- A. **WORKERS' COMPENSATION INSURANCE:** A policy complying with the requirements of the statutes of the jurisdiction(s) in which work will be performed, covering all employees of the contractor. Employer's Liability coverage with limits of liability of not less than \$500,000 each accident or illness shall be included.
- B. **GENERAL LIABILITY INSURANCE:** A policy issued to and covering liability imposed upon the contractor with respect to all work to be performed and all obligations assumed by the contractor, under the terms of this Agreement or Permit. Products-completed operations, independent contractors, and contractual liability coverages are to be included, and all railroad exclusions are to be deleted. Amtrak is to be named as an additional insured with respect to operations to be performed and the policy shall contain a waiver of subrogation against Amtrak, its employees or agents. Coverage under this policy, or policies, shall have limits of liability of not less than \$2 million per

3. If equivalent, or better, wording is not contained in the policy form, the following endorsement must be included:

It is agreed that "Physical Damage to Property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbed, catenaries, signals, bridges or buildings.

- E. CLAIMS-MADE INSURANCE: If any insurance specified above shall be provided on a claims-made basis, then in addition to coverage requirements above, such policy shall provide that:

1. Policy retroactive date coincides with or precedes the contractor's start of work (including subsequent policies purchased as renewals or replacements).
2. Contractor will make every effort to maintain similar insurance for at least two years following Project completion, including the requirement of adding Amtrak as an additional insured.
3. If insurance is terminated for any reason, contractor agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement or Permit.
4. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all contractor personnel and equipment have been removed from railroad property, and the work has been formally accepted. Failure to carry or keep such insurance in force as stipulated shall constitute a violation of the project contract and a breach of this Agreement or Permit.

The contractor shall furnish to Amtrak the original of the policy for Railroad Protective Liability Insurance and a Certificate of Insurance for all other coverages fifteen days prior to commencing work. THESE DOCUMENTS SHALL INCLUDE A DESCRIPTION OF THE PROJECT AND THE RAILROAD LOCATION IN ORDER TO FACILITATE PROCESSING. The fifteen-day advance notice of coverage may be waived in situations where such waiver will benefit Amtrak, but under no circumstances should the contractor actually begin



Amtrak  
 Communications Engineering  
 30th Street Station - 3rd Floor South  
 Philadelphia, PA 19104

**WCCS - Empire Overbuild - Trump Riverside Project**

Scope: Expand the Wayside Communications and Control System under the planned Overbuild of the Empire Line

**MATERIAL**

Quantity	Description	Unit	Unit Cost	Extd. Cost
1	Communications Equipment House	Ea	35,000	35,000
1	Fiber equipment rack	Lt	25,000	25,000
1	Multiplex equipment rack	Lt	9,500	9,500
1	SCADA interface equipment rack	Lt	4,500	4,500
1	Power supply rack	Lt	6,000	6,000
2	Equipment terminal boxes	Lt	1,000	2,000
5	Communications Safety Stations	Ea	2,500	12,500
4500	2" FRE conduit	Ft	2	9,000
4500	1" FRE conduit	Ft	1	4,500
7000	Fiber Cable	Ft	1	7,000
1	Miscellaneous connectors for FRE	Lt	5,000	5,000
7000	2or #18AWG cable	Ft	1	7,000
7000	1 pr #14 Awg cable	Ft	2	10,500
2	Strobe Assemblies	Lt	300	600
2	Speaker Assemblies	Lt	600	1,200
1	Miscellaneous wire, cable, hardware	Lt	4,000	4,000

Sub - Total Material 143,300  
 Material Handling - 19.80% 28,087  
**Total Material 171,387**

**LABOR**

MH	Item	Cost/MH	Total
680	Install fiber optic cable	20.00	13,600
1200	Install CEH	20.00	24,000
240	Install equipment racks	20.00	4,800
240	Install CSS's	20.00	4,800
220	Splice fiber cable	20.00	4,400
160	Terminate copper cable @ CEH	20.00	3,200
240	Install interconnecting rack wiring	20.00	4,800
120	Install DC wiring	20.00	2,400
96	Test fiber cable	20.00	1,920
480	Provision fiber optic equipment	20.00	9,600
360	Test system	20.00	7,600
750	Documentation & Drawings	38.00	28,500
500	Engineering Support	38.00	19,000

Sub - Total Labor - Craft 81,120  
 Sub - Total Labor - Non craft 47,500  
 Overhead Craft - 160.32% 130,052  
 Overhead Non Craft - 74.49% 35,383

**Total Labor 294,055**

**WORK EQUIPMENT**

DAYS	Item	Cost/Day	Total
15	Work Train	450.00	6,750
60	6 Man Utility Truck (3)	125.00	7,500
3	Crane	1,200.00	3,600
30	Back Hoe	250.00	7,500
<b>Total Work Equipment</b>			<b>29,350</b>
<b>EQUIPMENT ADDITIVE 9.4%</b>			<b>2,383</b>
<b>TOTAL WORK EQUIPMENT</b>			<b>27,733</b>
<b>Sub Total</b>			<b>493,175</b>
<b>Contingency 10%</b>			<b>49,318</b>
<b>SUBTOTAL</b>			<b>542,493</b>
<b>Profit 6%</b>			<b>32,550</b>
<b>Grand Total</b>			<b>\$575,043</b>

**NOTE:**

OVERHEAD RATES INCLUDE ALL APPLICABLE ADDITIVES INCLUDING GENERAL ADMINISTRATIVE AND NEC SUPPORT.

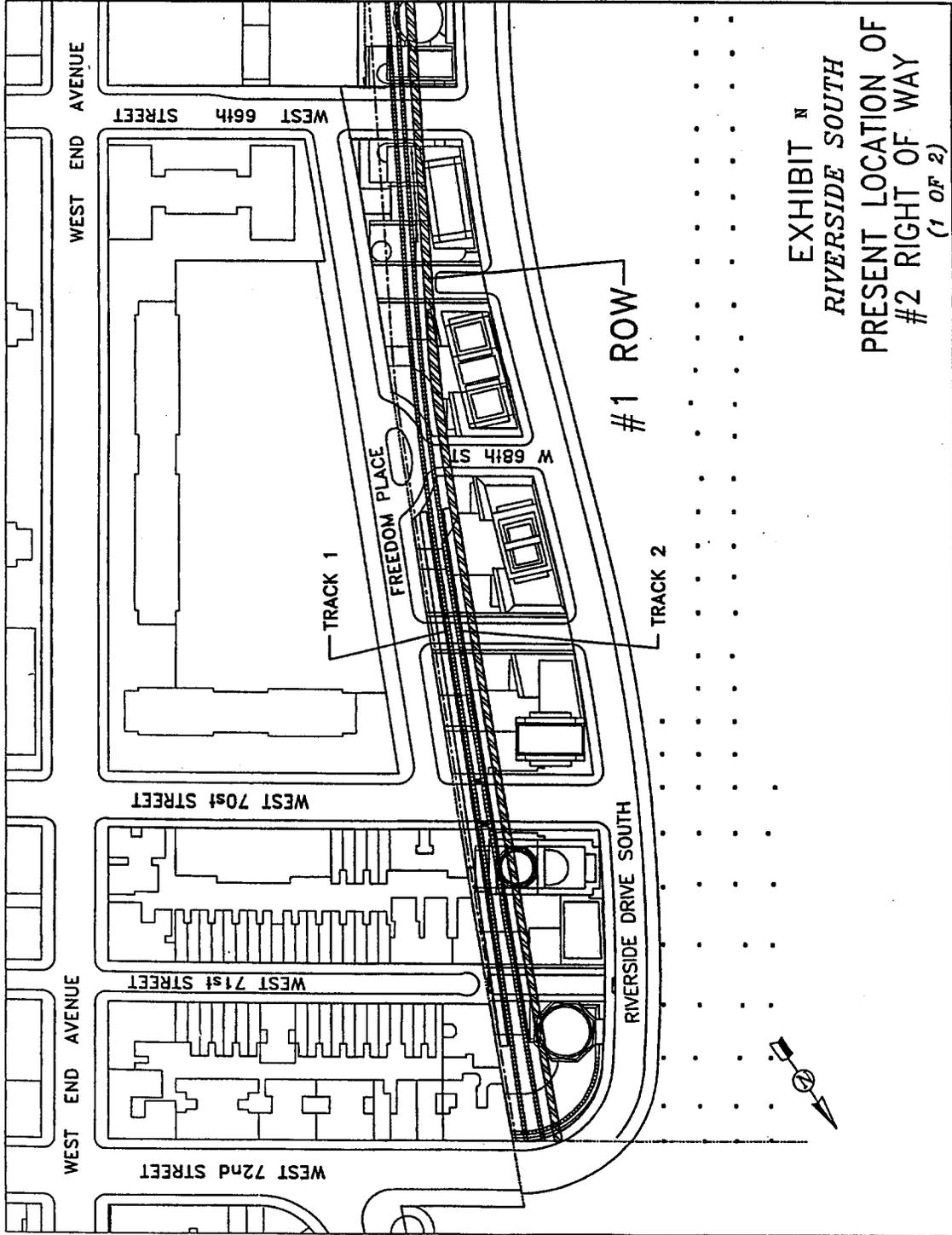


EXHIBIT N  
 RIVERSIDE SOUTH  
 PRESENT LOCATION OF  
 #2 RIGHT OF WAY  
 (1 OF 2)

