

The Gas and Electric Company
of Bergen County.

The Bergen County Ice Company

Deed dated
Oct. 11, 1901.

This Indenture, made this
eighth day of October, in the year of our Lord One thousand nine
hundred and one. Between The Gas and Electric Company of Bergen
County, a body corporate of the State of New Jersey, party of the first
part, and The Bergen County Ice Company, a corporation of the State
of New Jersey, party of the second part. Witnesseth, That said party
of the first part for and in consideration of the sum of One Dollar
and other valuable consideration, \$1.00 lawful money of the
United States, to it in hand paid by the said party of the second
part, the receipt whereof is hereby acknowledged, do hereby these
expressly grant, bargain, sell and convey unto said party of
the second part, and to its successors and assigns forever.

All the following lots, tracts or
parcels of land and premises, situate in the Borough of Bergen,
in the County of Bergen and State of New Jersey, and described
as follows:

The First Tract: Begins in the westerly line of the land of the
New York, Susquehanna and Western Railroad Company, at a
point where the division line between the property hereby conveyed
and the land of Mrs. Peter Van Laderine, formerly the designated
widow of Benjamin Van Laderine, deceased, intersects the same;
thence (1) northwards along said Railroad Company's land,
more or less, and forty-five (45) feet; thence (2) north fifty-six (56)
degrees thirty-five (35) minutes west, one hundred and four and
two-tenths (104 ²/₁₀) feet, to a point which is three (3) feet northwesterly
from the northwesterly corner of the building of the party of the
second part, thence (3) north seventy-four (74) degrees fifteen (15)
minutes west, one hundred and twenty-five (125) feet, more or
less, to the Hackensack River, thence (4) along said River
southerly and then southeasterly to the said land of Mrs. Van
Laderine, thence (5) easterly along her land, south fifty-nine (59)
degrees, fifty-six (56) minutes east, two hundred and forty-seven
and one-tenth (247 ¹/₁₀) feet, more or less, to the place of beginning.
The Second Tract: Begins in the westerly line of the land of the
New York, Susquehanna and Western Railroad Company, at a
point which is three hundred and eighty-seven (387) feet northwesterly
along said Railroad Company's land, from the point where the
aforesaid division line between the first tract hereby conveyed

and said land belonging to Mrs Peter Van Dornie intersect the same, running thence (1) north along said Railroad Company's land four hundred and sixty (460) feet, thence (2) north seventy one (71) degrees fifteen (15) minutes west, seventy-nine and five tenths (79 $\frac{5}{10}$) feet more or less, to the Hackensack River, then returning to the place of beginning, and running from thence (3) north fifty seven (57) degrees forty (40) minutes west, two hundred and seventy-three (273) feet more or less, to the Hackensack River, thence (4) north along the Hackensack River to the end of the second course.

Reserving, however, a right of way in and over the said second tract twenty (20) feet wide running along the shore of the Hackensack River, from the southern side of said tract to the northern end of the dike, then continuing in the course of division of the dike to the northern line of said second tract, for the said party of the first part, its successors and assigns, and its servants and assigns, and any other person or persons for its and their benefit and advantage in common with the said party of the second part, its successors and assigns, and its servants, tenants and occupants of said premises, at all times fully to pass and repose on foot or with animals, vehicles, loads or otherwise, to and fro along the premises hereby granted, from the northern to the southern side thereof.

The said party of the first part also agree to grant and convey to the said party of the second part a right of way for the said party of the second, its successors and assigns, and its servants, and the tenants and occupants from time to time of the premises above granted, and any other person or persons for its and their benefit and advantage in common with the party of the first part, its servants and the tenants and occupants of the premises adjoining, and in common with any other person or persons who may have or to whom may be granted said right at all times fully to pass and repose on foot or with animals, vehicles, loads or otherwise, to and fro within the limits and over the tract hereinafter specified, that is to say:

First: Over so much of the land lying between the first tract and second tract herein described as is bounded on the east by the land of the New York, Susquehanna and Western Railroad and on the west by a line which begins at a point in the northern line of the first tract above described, distant westerly along said line one hundred and seventy-nine and two tenths (179 $\frac{2}{10}$) feet from land of New York, Susquehanna and Western Railroad

company, and running thence northward and parallel with the Hackensack River, to the eastern line of the second described tract. Second: Over a strip of land fifteen feet wide from said last mentioned tract along the southern line of said second tract to the bank of the pond, then along the said bank as the same now exists or may hereafter be changed, southerly, westerly, and northwesterly as said bank curves to the dike along the Hackensack River.

Third: Over a strip of land extending from the easterly line of said Railroad Company's property to the public road known as the River Road, leading from Bogart to Ridgely Park, said strip being more particularly described as the second tract in a deed from Frank B. Poen and wife to The Hackensack Gas and Electric Company, dated October 19, 1897, and recorded in the Clerk's Office of the County of Bergen, in Book 452 of Deeds, page 541 &c.

Said right of way being subject to the right of the said parties of the first part and second part to erect, build, maintain, alter, move and over each of said tracts of land, at any time, and to dig up, excavate and trench said lands whenever necessary for such purpose, said right to be exercised in such manner as to interfere as little as possible with the use of said right of way during the progress of said work, and the surface of the ground thereafter to be restored by the party excavating the same to as good condition as it was before said work was done, and as promptly as possible, and also subject to the right of the party of the first part to erect and maintain electric wire and wire line and over said lands at any time.

The property above described is part of the same land which was conveyed by the aforesaid deed from Frank B. Poen and wife, to the Hackensack Gas and Electric Company, and the title to which passed to the party of the first part by virtue of a consolidation and merger of the said The Hackensack Gas and Electric Company with other companies of a similar nature, thereby constituting and incorporating the party of the first part.

Together with the appurtenances, and also all the right, title and interest of the party of the first part, of, in or to the same. To have and to hold the same unto the said party of the second part its successors and assigns, to its and their own use forever. And the said The Gas and Electric

company of Bergen County, for itself, its successors and assigns does covenant and agree with the said party of the second part, its successors and assigns.

First. That the title to said premises is vested in fee simple absolute in the The Gas and Electric Company of Bergen County;

Second. That the said The Gas and Electric Company of Bergen County, by lawful authority, do grant, bargain, sell and convey the same in fee simple absolute;

Third. That the said party of the second part, its successors and assigns, may forever peacefully and quietly hold, possess and enjoy the same and its heirs forever lawfully claiming the same;

Fourth. That the same are now free and clear of all encumbrances whatsoever, except the reservations hereinbefore set forth;

Fifth. That the said party of the first part and its successors and assigns and all persons lawfully claiming under them any interest in said premises shall and will at any time hereafter upon the request and at the cost of the party of the second part, its successors and assigns, execute all further conveyances that shall be reasonably required.

Sixth. And the said The Gas and Electric Company of Bergen County, its successors the above described premises and every part thereof with the abutments unto the said party of the second part, its successors and assigns against the said party of the first part, its successors and assigns and against all persons lawfully claiming the same shall and will warrant and by their presents forever defend.

In witness whereof, the said party of the first part has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed, the day and year first above written.

Signed, sealed and delivered }
in the presence of
Tom B. Thomas.

Tom M. Kenzie,
Vice President.

Seal.

State of New Jersey, ss.

County of Bergen.

Be it remembered, That on this fifteenth day of October in the year of our Lord One thousand nine hundred and one, before me, a Commissioner of Deeds for New Jersey, personally appeared William B. Thomas who, being by me duly sworn, did depose and make oath to my satisfaction, that he well knows the corporate seal of The Gas and Electric Company of

Persons signing the grantor named in the foregoing deed, that the said deed is a true and correct copy of the original deed of the said company, that the same was so affixed thereto and said deed signed and acknowledged by Tom. W. Dingle, who was at the date of the execution thereof the Vice President of said company, in the presence of the said deponent, as the voluntary act and deed of said company, and that said deponent thereupon signed the same as subscribing witness.

Shown and subscribed before me
at Hackensack the date
aforesaid

Tom. B. Thomas

Tom. B. Gabrielle
Commissioner of Deeds

New Jersey

Recorded in the Office and Recorded Nov. 1, 1901, 4 P.M.
John R. Ramsey Clerk.

Emma L. Cowan

Minnie L. Massey

Said date Oct. 22, 1901.

This Indenture made the twenty second day of October in the year nineteen hundred and one Between Emma L. Cowan of the City of New York, County of New York, party of the first part, And Minnie L. Massey of the City of New York, County of New York, party of the second part. Witnesseth, That the said party of the first part, in consideration of one dollar, lawful money of the United States, paid by the party of the second part, do hereby grant and release unto the said party of the second part, her heirs and assigns forever.

All that certain tract or parcel of land together with the improvements thereon erected, situate, lying and being in the State of New Jersey, County of Bergen at Blisside Park, described as follows: Beginning at a stake in the northerly line of the property of Wm. H. Thompson and on the easterly side of said place and running thence northeasterly along the easterly line of said place into the lot to a stake in the easterly line of said place, thence south forty four degrees and ten minutes east eighty eight feet seven inches to a stone wall and to the brow of the hill; thence southerly along said wall sixty eight feet eight inches to a stake in the northerly line of said Thompson property thence north forty four degrees 50 minutes east along

The Gas and Electric Company of Bergen County

To

The Bergen County Ice Company

This Indenture made this eleventh day of October, in the year of our Lord one thousand nine hundred and one between the Gas and Electric Company of Bergen County a body corporate of the State of New Jersey, party of the first part and The Bergen County Ice Company, a corporation of the State of New Jersey, party of the second part: Witnesseth, that said party of the first part for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00) lawful money of the United States, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does in these presents grant, bargain, sell and convey unto said party of the second part, and to its successors and assigns forever.

All of the following lots, tracts or parcels of lands and premises situate in the Borough of Bogota, in the county of Bergen and State of New Jersey and described as follows:

The first tract: begins in the westerly line of the lands of the New York Susquehanna and Western Railroad Company, situate where the division line between the property hereby surveyed and the lands of Mr. Peter VanInderstine, formerly the Homestead property of Benjamin Westervelt, deceased, intersects the same, running thence (1) northerly along said Railroad Company's land, three hundred and forty five (345) feet; thence (2) north fifty six (56) degrees thirty five (35) minutes west, one hundred and four and two tenths ($104 \frac{2}{10}$) feet, to a point which is three (3) feet northeasterly from the northeasterly corner of the building of the party of the second part, thence (3) north seventy-four (74) degrees fifteen (15) minutes west, one hundred and seventy-five (175) feet more or less, to the Hackensack River, thence (4) along said River southerly and then northeasterly to the said land of Mrs. VanInderstine, thence (5) easterly along her land, south fifty nine (59) degrees, fifty-six (56) minutes east more or less, two hundred and forty-seven and one-tenth ($247 \frac{1}{10}$) feet, more or less, to the place of beginning. **The second tract:** begins in the westerly line of the lands of the New York Susquehanna and Western Railroad Company, at a point which is three hundred and eighty-seven (387) feet northerly along said Railroad Company's land, from the point where the aforesaid division line between the first tract hereby conveyed and said land belonging to Mrs. Peter VanInderstine intersects the same, running thence (1) northerly along said Railroad Company's land four hundred sixty (460) feet, thence (2) north seventy one (71) degrees fifteen (15) minutes west, seventy-nine and five tenths ($79 \frac{5}{10}$) feet more or less, to the Hackensack River, then returning to the place of beginning, and running from thence (3) north fifty seven (57) degrees forty (40) minutes west, two hundred and seventy three (273) feet more or less, to the Hackensack River, thence (4) northerly along the Hackensack River to the end of the second course.

Reserving, however, a right of way in and over the said second tract twenty (20) feet wide running along the dike of the Hackensack River, from the southerly side of said tract to the northerly end of the dike, then continuing in the course or direction of the dike northerly line of said second tract, for the said party of the first part, its successors and assigns and its and their servants, and any other person or persons for its and their benefits and advantage in common with

the said party of the second part, its successors and assigns, and its servants, tenants and occupants of said premises, at all times free to pass and repass on foot or with animals, vehicles, loads or otherwise to and fro along the premises hereby granted from the northerly to the southerly side thereof.

The said party of the first part also agrees to grant and to convey to the said party of the second part a right of way for the said party of the second, its successors and assigns, and its and, their servants and the tenants and occupants from time to time of the premises above granted, and any other person or persons for its and their benefit and advantage in common with the party of the first part, its servants and the tenants and occupants of the premises adjoining, and in common with any other person or persons who may have or to whom now be granted said right at all times freely to pass and repass on foot or with animals, vehicles loads or otherwise to and from within the limits and over the tracts hereinafter specified that is to say:

First: Over so much of the land lying between the first tract and second tract herein described as is bounded on the east by the land of the New York Susquehanna and Western Railroad and on the west by a line which begins at a point in the northerly line of the first tract above described, distant westerly along said line one hundred and seventy-nine and two tenths ($179 \frac{2}{10}$) feet from land of New York Susquehanna and Western Railroad Company, and running thence northerly and parallel with the Hackensack River, to the southerly line of the second described tract. **Second:** Over a strip of land fifteen (15) feet wide from said last mentioned tract along the southerly line of said second tract to the bank of the pond, then along the said bank as the same now exists or may hereafter be changed southerly, westerly and northwesterly as said bank curves to the dike along the Hackensack River.

Third: Over a strip of land extending from the easterly line of said Railroad Company's property to the public road known as River Road, leading from Bogota to Ridgefield Park, said strip being more particularly described as the second tract in a deed from Frank B. Poor and wife to the Hackensack Gas and Electric Company, dated October 18, 1897, and recorded in the Clerk's Office of the County of Bergen, in Book 452 of Deeds, Page 641 &c.

All of said right of way being subject to the right of the said parties of the first part and second part to insure and maintain pipe lines in and over each of said tracts of land at any time and to dig up, excavate and trench said land whenever necessary for such purpose, said right to be exercised in such manner as to interfere as little as possible with the use of said right of way during the progress of said work, and the surface of the ground thereafter to be restored to the party excavating the same to as good condition as it was before said work was done, and as promptly as possible, and also subject to the right of the party of the first part to erect and maintain electric pole and wire lines in and over said lands at any time.

The property above described is part of the same land which was conveyed by the aforesaid deed from Frank B. Poor and wife, to the Hackensack Gas and Electric Company, and the title to which passed to the party of the first part by virtue of a consolidation and merger of the said The Hackensack Gas and Electric Company with other companies of a similar nature, thereby constituting and incorporating the party of the first part.

Together with the appurtenances and also all the right title and interest of the party of the first part, of, in or the same. To have and to hold the same unto the said party of the second part, its successors and assigns, to its and their owners forever. And the said, The Gas and Electric Company of Bergen County, for itself, its successors and assigns, and does covenant and agree with the said party of the second part, its successors and assigns:

First: That the title to said premises is vested in fee simple absolute in The Gas and Electric Company of Bergen County;

Second: That the said The Gas and Electric Company of Bergen County has lawful authority to grant, bargain, sell and convey the same in form aforesaid;

Third: That the said party of the second part, its successors and assigns, now forever _____ and quietly hold, premises and enjoy the same as _____ every person lawfully claiming the same;

Fourth: That the same are now free and clear of all encumbrances whatsoever, except the reservations herein before set forth;

Fifth: That said party of the first part and its successors and assigns and all persons lawfully claiming under them any interest in said premises shall and will at any time hereafter inform the request and _____ of the party of the second part, its successors and assigns, execute all further conveyances that shall be reasonably required;

Sixth: And the said The Gas and Electric Company of Bergen County, its successors the above described premises and every part thereof with the _____ the said party of the second part, its successors and assigns against the said party of the first part, its successors and assigns and against all lawfully claiming the same shall and will warrant and by this present forever devised.

In witness whereof, the said party of the first part has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed, the day and year first above written.

State of New Jersey) ss.

County of Bergen)

Be it remembered, that on this fifteenth day of October in the year of our Lord one thousand nine hundred and one, before me a _____ of Deeds for New Jersey personally appeared William G. Thomas who, being by me duly sworn _____ and make proof to my satisfaction, that he _____ the corporate seal of The Gas and Electric Company of Bergen _____ the person named in the foregoing deed, that the signature affixed _

_____ corporate seal of the said Company, that the _____ affixed thereto and said deed signed and delivered by _____, who was at the date of the execution thereof, the Vice President of said Company, in the presence of the said _____ as the voluntary act and deed of said Company, and that said deponent thereof signed the same as _____ witness.

Consideration \$
Realty Transfer Fee
Recording Fee
By M.D. Totals

EX
EX
\$5.00
\$5.00
DEED

DEED OF EASEMENT

RECEIVED

JUL 5 3 57 PM '87

CLERK

Char
032
Contract

THIS INDENTURE, made this 31st day of July, 1987,
between THE NEW YORK SUSQUEHANNA AND WESTERN RAILWAY CORPORATION,
a New Jersey corporation, with offices located at 1 Railroad
Avenue, Cooperstown, New York, hereinafter referred to as the
Grantor, and P & Z LAND DEVELOPMENT COMPANY, a New Jersey general
partnership, with offices located at 29 Farview Road, Tenafly,
hereinafter referred to as the Grantee.

WITNESSETH:

WHEREAS, the Grantor represents that it owns and has fee
simple title to certain real estate (the "Property") located in
the Borough of Bogota, County of Bergen and State of New Jersey,
more particularly described in Schedule "A" annexed hereto; and

WHEREAS, it is the intention of the Grantor to grant to
the Grantee certain rights with respect to the Property.

NOW, THEREFORE, in consideration of the sum of less than
One Hundred (\$100.00) Dollars, receipt of which is hereby
acknowledged, the Grantor and Grantee agree as follows:

1. The Grantor does hereby grant to the Grantee, its
successors and assigns, agents and representatives, a perpetual
easement and right-of-way over, under and through the Property for
the purpose of ingress and egress for pedestrians and vehicular
traffic (including the construction by the Grantee of a macadam
roadway therefor), and installing, maintaining, repairing and
replacing utilities and utility lines (including without
limitation electric, gas, steam, water, sanitary sewer, telephone
and cable television lines) that now or hereafter may be located
therein by the Grantee, its successors or assigns.

PREPARED BY: Daniel P. Greenstein
Daniel P. Greenstein, Esq.

X

140850 AU-587

2. Grantee agrees to maintain said perpetual easement and right of way, including the crossing over the tracks of Grantor, at its cost and expense.


3. Grantee agrees that in the event the automatic flashing light signals and signs presently at such crossing must be reconstructed or relocated to accommodate Grantee's perpetual easement and right of way, then Grantee shall reimburse Grantor a sum not to exceed \$2,500.00 and Grantor agrees to reconstruct or relocate same at its own cost and expense upon written notice from Grantee.

4. Grantor agrees to maintain the automatic flashing light signals and signs at its own cost and expense.

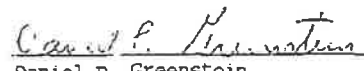
5. It is the intention of Grantor and Grantee that the rights created herein be perpetual and run with the property designated as Lots 15 and 16 in Block 72 on the Tax Assessment Map of the Borough of Bogota, County of Bergen, State of New Jersey, and Lot 1.01 in Block 152 on the Tax Assessment Map of the Village of Ridgfield Park, County of Bergen, State of New Jersey.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and caused same to be executed by their proper corporate officers and the corporate seal to be affixed hereto, the day and year first above written.


Attest:


Lester A. Sittler, Secretary

Witness:

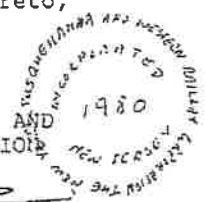

Daniel P. Greenstein

THE NEW YORK SUSQUEHANNA AND
WESTERN RAILWAY CORPORATION

By: 
X Walter G. Rich, President

P & Z LAND DEVELOPMENT COMPANY

By: 
ROBERT PEDEVILL, Partner



STATE OF NEW ^{York} JERSEY)
COUNTY OF Ct:ago) SS.:

BE IT REMEMBERED, that on this 31st day of July, 1987,
before me the subscriber, A Notary Public of New Jersey,
personally appeared Walter G. Ruck who, I am satisfied,
is the person who signed the within instrument as President
of THE NEW YORK SUSQUEHANNA AND WESTERN RAILWAY CORPORATION, the
corporation named therein, and he thereupon acknowledged that
the said instrument made by the corporation and sealed with its
corporate seal, was signed, sealed with the corporate seal and
delivered by him as such officer and is the voluntary act and
deed of the corporation, made by virtue of authority from its
Board of Directors.

Laura A. Alley

LAURA A. ALLEY
Notary Public, State of New York
No. 4765613
Qualified in Otsego County
Commission expires Mar 29, 1993

COUNTY OF BERGEN) SS.:

I CERTIFY that on ~~July 3~~^{August 3}, 1987, ROBERT PEDEVILL personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is named in and personally signed this document; and
(b) signed, sealed and delivered this document as his act
and deed.

Family Hutton

DANIEL P. GREENSTEIN
ATTORNEY AT LAW
STATE OF NEW JERSEY



SCHEDULE "A"

FRANK W. KOESTNER ASSOCIATES

Established 1914

CONSULTING ENGINEERS & SURVEYORS
61 HUDSON STREET HACKENSACK, N.J.

MAILING ADDRESS: P.O. BOX 514, HACKENSACK, N.J. 07602-0514
TEL 342-6264-5

SUCCESSORS TO C. M. F. L. J. S.
1914-1934
GEORGE R. SCHEVON
SANITARY CONSULTANT
SURVEYS THROUGHOUT
NORTHERN NEW JERSEY
LAND SURVEYING
DRAINAGE
SEWERAGE
SUBDIVISIONS
WATER SUPPLY
REFUSE DISPOSAL

July 8, 1987

DESCRIPTION OF EASEMENT ON LANDS
NOW OR FORMERLY OF NEW YORK SUSQUEHANNA
& WESTERN RAILROAD COMPANY IN THE
BOROUGH OF BOGOTA, BERGEN COUNTY, NEW
JERSEY.

BEGINNING at a point formed by the intersection of the easterly line of lands now of formerly of New York Susquehanna & Western Railroad Company and the southerly line of Cross Street and from thence running:

(1) In a general southerly direction, along the aforementioned easterly line of lands now of formerly of New York Susquehanna & Western Railroad Company and along the arc of a curve bearing to the left with a radius of 2878.43 an arc distance of 8.06 feet to a point of curvature, thence

(2) South 15° 19' 40" East continuing along the easterly line of lands now of formerly of New York Susquehanna & Western Railroad Company, 3.21 feet to a point, thence

(3) South 39° 35' 58" West, 80.64 feet to a point in the westerly line of lands now of formerly of New York Susquehanna & Western Railroad Company, thence

(4) North 15° 19' 40" West, and along the aforementioned westerly line of lands now of formerly of New York Susquehanna & Western Railroad Company 49.55 feet to a point of curvature, thence

(5) In a general northerly direction, along the aforementioned westerly line of lands now of formerly of New York Susquehanna & Western Railroad Company and along the arc of a curve bearing to the right with a radius of 2944.43 feet, an arc distance of 52.73 feet to a point, thence

(6) North 69° 51' 20" East 66.35 feet to a point which is the intersection of the easterly line of lands now of formerly of New York Susquehanna & Western Railroad Company and the northerly line of Cross Street, thence

(6) In a general southerly direction and along the arc of a curve bearing to the left with a radius of 2878.43 an arc distance of 50.23 feet to the point or place of BEGINNING.

All in accordance with a survey prepared by FRANK W. KOESTNER ASSOCIATES, Professional Engineers & Surveyors, Hackensack, New Jersey, dated August 29, 1986 and revised July 8, 1987.

DEED OF EASEMENT	SUSQUEHANNA PROPERTIES, INC. a New York corporation to P & Z LAND DEVELOPMENT COMPANY	Dated: July 31, 1987	CONTANT, CONTANT, SCHUBER SCHERBY & ATKINS ATTORNEYS AT LAW 33 HUDSON STREET HACKENSACK, N.J. 07601 ABSTRACTED
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PK 7132 MS 793

END OF DOCUMENT

RENTAL FEE: 12.500.00
RECORD FEE: 3.500.00
AMT. PAID: 12.500.00
2.518.000.00
8.813.00
3.500.00
M.D. TOTAL: 12.500.00
CHARGE

103 - DEED, BARGAIN AND SALE (Consent as to Grantor's Act)
IND TO IND ORT ORP - Plain Language A D G R V S

Copyright © 1982 By ALL STATE LEGAL SUPPLY CO
One Commerce Drive Cranford, N.J. 07016

DEED

RECEIVED

AUG 5 3 57 PM '87

This Deed is made on July 23, 1987

BETWEEN SUSQUEHANNA PROPERTIES, INC.,

whose address is 1 Railroad Avenue, Cooperstown, New York 13326
referred to as the Grantor,

AND P & Z LAND DEVELOPMENT COMPANY

whose post office address is 29 Farview Road, Tenafly, New Jersey
referred to as the Grantee
The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of Two Million Five Hundred Eighteen Thousand Dollars (\$2,518,000.00)

The Grantor acknowledges receipt of this money.
Village of Ridgfield Park
and Borough of Bogota

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of (and Borough of Bogota)
Block No. 152, Lot 1.01 (Ridgfield Park); Block No. 72, Lot 15 & 16 (Bogota)

☐ No property tax identification number is available on the date of this deed. (Check box if applicable.)

Property. The property consists of the land and all the buildings and structures on the land in the Village of Ridgfield Park and of Borough of Bogota,
County of Bergen and State of New Jersey. The legal description is:

The property is described in Schedule "A" and also described in Schedule "B" and more particularly described in Schedules "C" and "D", all of which are incorporated by reference herair.

This conveyance is made subject to a certain mortgage between Susquehanna Properties, Inc. and New Jersey Economic Development Agency in the amount of \$700,000 dated January 19, 1984 and recorded February 21, 1984 in the Bergen County Clerk's Office in Book 6641, page 759; which was assigned to Simkins Industries, Inc. dated January 19, 1984 and recorded February 21, 1984 in Assignment Book 747, page 315; on which said mortgage there is presently owed the amount of \$700,000, the payment of which Grantee has specifically assumed pursuant to an Assumption Agreement between Valley National Bank, New Jersey Economic Development Authority, Grantor, Simkins Industries, Inc. and Grantee intended to be recorded simultaneously herewith. The assumption of said \$700,000 is included in the total consideration paid by Grantee as set forth above.

Prepared by: 
(Print typewritten name below signature)
Lester A. Sittler, Esq.

ex 7132 pg 180

140857 NU-587

SCHEDULE A

DESCRIPTION

ALL that certain plot, piece or parcel of land, together with the buildings and improvements thereon erected, situate, lying and being partly in the Village of Ridgefield Park and partly in the Borough of Bogota, County of Bergen and State of New Jersey, more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly line of Interstate Highway Route 80 and the westerly line of land now or formerly of New York, Susquehanna and Western Railroad Company; running thence from said point of beginning along the northerly line of Interstate Highway Route 80, the following two courses and distances:

South 87° 37' 50" West 389.37 feet and
South 88° 36' 20" West 157.28 feet

to the Pierhead and Bulkhead Line approved by the Assistant Secretary of War, June 28, 1921, and adopted January 21, 1924, by the Board of Commerce and Navigation;

thence along said Pierhead and Bulkhead Line the following two courses and distances:

North 17° 41' 00" West 71.13 feet and
North 2° 06' 00" West 1160.68 feet

to land now or formerly of Public Service Electric and Gas Company;

thence along said last mentioned land the following two courses and distances:

South 83° 42' 40" East 203.11 feet and
South 66° 02' 40" East 104.20 feet

to the westerly line of the aforesaid land now or formerly of New York, Susquehanna and Western Railroad Company;

thence along said last mentioned land, South 15° 19' 40" East 1173.78 feet to the point or place of BEGINNING.

TOGETHER WITH (a) the rights of way and easements described in (1) a certain deed dated October 11, 1901, made by The Gas & Electric Company of Bergen County to Bergen County Ice Company and recorded in the Office of the Clerk of Bergen County in Book 535 of Deeds, page 332 and

(if) a certain deed dated December 28, 1903, made by The Gas & Electric Company of Bergen County to Wesley F. Smith, at al., Trustees of Bergen County Ice Company, and recorded in the Office of the Clerk of Bergen County in Book 576 of Deeds, page 632; and (b) the right of ingress to and egress from the premises described in said deeds, over and across the right of way of the New York, Susquehanna and Western Railroad Company.

TOGETHER WITH an easement of ingress to and egress from the premises herein described and Industrial Avenue (a public street) over the following described premises situate, lying and being in the Village of Ridgefield Park, County of Bergen and State of New Jersey, more particularly bounded and described as follows:

BEGINNING at the northeasterly terminus of Industrial Avenue, a public street, as the same is laid out and established;

running thence through land now or formerly of Alford Industries Incorporated, and continuing through land now or formerly of the State of New Jersey, the following five courses and distances:

SCHEDULE "A" cont'd

northeasterly on a curve to the right having a radius of 165.59 feet, a distance of 156.09 feet;
North 25° 18' 50" East, 96.76 feet,
North 6° 22' 20" West 168.31 feet,
North 29° 07' 40" West 100.12 feet, and
North 14° 59' 40" West 314.72 feet,

to a point in the northerly line of Interstate Highway Route 80 distant 44.03 feet easterly, as measured along said northerly line, from its point of intersection with the westerly line of land now or formerly of the New York, Susquehanna and Western Railroad Company;

thence along the northerly line of Interstate Highway Route 80, South 87° 37' 50" West 25.62 feet to a corner;

thence through land now or formerly of The State of New Jersey, and continuing through land now or formerly of Alford Industries Incorporated, the following five courses and distances:

South 14° 59' 40" East 322.41 feet,
South 29° 07' 40" East 98.18 feet,
South 6° 22' 20" East 156.17 feet,
South 25° 18' 50" West 89.66 feet, and
southwesterly on a curve to the left having a radius of 190.59 feet, a distance of 179.65 feet to the northwesterly terminus of Industrial Avenue aforesaid;

thence along the northerly terminus of Industrial Avenue North 61° 18' 20" East 25 feet to the point or place of BEGINNING.

SCHEDULE "B"

DESCRIPTION OF PROPERTY IN
THE VILLAGE OF RIDGEFIELD PARK AND THE BOROUGH OF BOGOTA
BERGEN COUNTY, NEW JERSEY.

BEGINNING at a point formed by the intersection of the northerly line of Interstate Highway Route 80 and the westerly line of lands now or formerly of New York Susquehanna and Western Railroad Company, and from thence running:

(1) South 87° 37' 50" West, and along the northerly line of Interstate Highway Route 80, 389.37 feet to a point of deflection, thence

(2) South 88° 36' 20" West, continuing along the northerly line of Interstate Highway Route 80, 157.28 feet to a point in the Pierhead and Bulkhead Line of the Hackensack River approved by the Assistant Secretary of War, June 28, 1921 and adopted January 21, 1924, by the Board of Commerce and Navigation, thence

(3) North 17° 41' 00" West, and along the aforementioned Pierhead and Bulkhead Line of the Hackensack River, 71.13 feet to a point of deflection, thence

(4) North 02° 06' 00" West, and still along the aforementioned Pierhead and Bulkhead Line of the Hackensack River 1160.68 feet to a point in the southerly line of lands now or formerly of the Public Service Electric and Gas Company, thence

(5) South 83° 42' 40" East, and along the aforementioned southerly line of lands now or formerly of the Public Service Electric and Gas Company, 203.11 feet to a point of deflection, thence

(6) South 66° 02' 40" East, continuing along the southerly line of lands now or formerly of the Public Service Electric and Gas Company, 104.20 feet to a point on the aforementioned westerly line of lands now or formerly of New York Susquehanna and Western Railroad Company, thence

(7) In a general southerly direction and along the westerly line of lands now or formerly of New York Susquehanna and Western Railroad Company and along the arc of a curve bearing to the left with a radius of 2944.43 feet an arc distance of 11.56 feet to a point of curvature, thence

(8) South 15° 19' 40" East, continuing along the aforementioned westerly line of lands now or formerly of New York Susquehanna and Western Railroad Company, 1173.78 feet to the point or place of BEGINNING.

All in accordance with a survey prepared by FRANK W. ROESTNER ASSOCIATES, Professional Engineers & Surveyors, Hackensack, New Jersey, dated August 29, 1986 and revised July 8, 1987.

SCHEDULE "C"

DESCRIPTION OF PROPERTY IN
THE VILLAGE OF RIDGEFIELD PARK,
BERGEN COUNTY, NEW JERSEY.

BEGINNING at a point formed by the intersection of the northerly line of Interstate Highway Route 80 and the westerly line of lands now or formerly of New York Susquehanna and Western Railroad Company, and from thence running:

(1) South $87^{\circ} 37' 50''$, and along the northerly line of Interstate Highway Route 80, 389.37 feet to a point of deflection, thence

(2) South $88^{\circ} 36' 20''$ West, and still along the northerly line of Interstate Highway Route 80, 157.28 feet to a point in the Pierhead and Bulkhead Line of the Hackensack River approved by the Assistant Secretary of War, June 28, 1921 and adopted January 21, 1924, by the Board of Commerce and Navigation, thence

(3) North $17^{\circ} 41' 00''$ West, and along the aforementioned Pierhead and Bulkhead Line of the Hackensack River, 71.13 feet to a point of deflection, thence

(4) North $02^{\circ} 06' 00''$ West and still along the aforementioned Pierhead and Bulkhead Line of the Hackensack River, 513.60 feet to a point in the division line between the Village of Ridgefield Park and the Borough of Bogota, thence

(5) South $69^{\circ} 31' 14''$ East, and along the aforementioned division line between the Village of Ridgefield Park and the Borough of Bogota, 514.83 feet to a point in the westerly line of lands now or formerly of New York Susquehanna and Western Railroad Company, thence

(6) South $15^{\circ} 19' 40''$ East, and along the aforementioned westerly line of lands now or formerly of New York Susquehanna and Western Railroad Company, 395.02 feet to the point or place of BEGINNING.

All in accordance with a survey prepared by FRANK W. KOESTNER ASSOCIATES, Professional Engineers & Surveyors, Hackensack, New Jersey, dated August 29, 1986 and revised July 8, 1987.

SCHEDULE "D"

DESCRIPTION OF PROPERTY IN
THE BOROUGH OF BOGOTA,
BERGEN COUNTY, NEW JERSEY

BEGINNING at a point in the westerly line of lands now or formerly of New York Susquehanna & Western Railroad Company where the same is intersected by the division line between the Village of Ridgefield Park and the Borough of Bogota which point is distant 395.02 feet northerly from the corner formed by the intersection of the westerly line of lands now or formerly of New York Susquehanna & Western Railroad Company with the northerly line of Interstate Highway Route 80 and from thence running:

(1) North $69^{\circ} 31' 14''$ West and along the aforementioned division line between the Village of Ridgefield Park and the Borough of Bogota 514.83 feet to a point in the Pierhead and Bulkhead Line of the Hackensack River approved by the Assistant Secretary of War, June 28, 1921, and adopted January 21, 1924 by the Board of Commerce and Navigation, thence

(2) North $02^{\circ}-06'-00''$ West and along the aforementioned Pierhead and Bulkhead Line of the Hackensack River 647.08 feet to a point in the southerly line of lands now or formerly of Public Service Electric and Gas Company, thence

(3) South $83^{\circ} 42' 40''$ East, and along the aforementioned southerly line of lands now or formerly of the Public Service Electric and Gas Company, 203.11 feet to a point of deflection in the same, thence

(4) South $66^{\circ} 02' 40''$ East, and still along the southerly line of lands now or formerly of the Public Service Electric and Gas Company, 104.20 feet to a point in the aforementioned westerly line of lands or formerly of the New York Susquehanna and Western Railroad Company, thence

(5) In a general southerly direction and along the westerly line of lands now or formerly of New York Susquehanna & Western Railroad Company and along the arc of a curve bearing to the left with a radius of 2944.43 feet an arc distance of 11.56 feet to a point of curvature, thence

(6) South $15^{\circ} 19' 40''$ East, continuing along the westerly line of lands now or formerly of the New York Susquehanna and Western Railroad Company, 778.76 feet to the point or place of BEGINNING.

All in accordance with a survey prepared by FRANK W. KOESTNER ASSOCIATES, Professional Engineers & Surveyors, Hackensack, New Jersey, dated August 29, 1986 and revised July 8, 1987.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.
Witnessed ~~By~~ or Attested by: C. David Soule (Seal)
C. DAVID SOULE
Executive Vice President of
SUSQUEHANNA PROPERTIES, INC. (Seal)
Lester A. Sittler
Corporate Secretary

STATE OF NEW JERSEY, COUNTY OF

SS

I CERTIFY that on

19

personally came before me
and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his or her act and deed, and
- (c) made this Deed for \$ as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Prepared by:

Lester A. Sittler

RK 7132 PG 786

STATE OF NEW YORK)
COUNTY OF OTSEGO) ss.:

I CERTIFY that on July 23, 1987, Lester A. Sittler personally came before me and this person acknowledged under oath to my satisfaction, that:

(a) this person is the Corporate Secretary of Susquehanna Properties, Inc., the corporation named in this Deed;

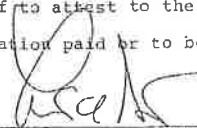
(b) this person is the attesting witness to the signing of this Deed by the proper corporate officer who is C. David Soule the Executive Vice President of the corporation;

(c) this Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;

(d) this person knows the proper seal of the corporation which was affixed to this Deed;

(e) this person signed this proof to attest to the truth of these facts; and

(f) the full and actual consideration paid or to be paid for the transfer of title is \$2,518,000



Lester A. Sittler

Signed and sworn to before me
on July 23, 1987.


Notary Public-State of New York

NATHAN R. FENNO
NOTARY PUBLIC IN THE STATE OF NEW YORK
QUALIFIED IN ST. LAWRENCE COUNTY NO. 478668
MY COMMISSION EXPIRES MAR. 30, 1989

DEED

Dated, July 23, 1987

SUSQUEHANNA PROPERTIES, INC.

Record and return to

TO

Grantor

P & Z LAND DEVELOPMENT COMPANY

Grantee

CONTACT FOR SCHERBY
SCHERBY & ATKINS
33 HUDSON STREET
HACKENSACK, NEW JERSEY 07601

RECORDED

NY 7132-107

END OF DOCUMENT

Newman & Simpson, LLP

Charge
Deed

Consid: 2950000.00 R
Rity: 14525.00 Cnty: 2950.00
Fees: 30.00 State: 7375.00
Tot: 14555.00 NPNRF: 4200.00

This Deed is made on June 25, 1999
BETWEEN
P & Z LAND DEVELOPMENT COMPANY

RECORD + RETURN TO:

whose post office address is
c/o Manhattan Entertainment, Inc.
185 Bridge Plaza North, Suite 210
Fort Lee, New Jersey 07024

referred to as the Grantor,
AND

RIVER ROCK EQUITIES, INC.

whose post office address is

30 CROSS STREET, BOGOTA, N.J. 07603

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. **Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of TWO MILLION NINE HUNDRED FIFTY THOUSAND (\$2,950,000.00) DOLLARS
The Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of Ridgefield Park
Block No. 152.01 Lot No. 1,1.01,2 and * Qualifier No. Account No.

☐ No property tax identification number is available on the date of this Deed. (Check Box if Applicable.)

3. **Property.** The Property consists of the land and all the buildings and structures on the land in the Village of Ridgefield Park and the Borough of Bogota
County of Bergen and State of New Jersey. The legal description is:

☒ Please see attached Legal Description annexed hereto and made a part hereof. (Check Box if Applicable.)

BEING the same premises conveyed to the Grantor by deed from Susquehanna Properties, Inc. dated July 23, 1987, recorded August 5, 1987 in the Bergen County Clerk's Office in Deed Book 7132, Page 780.

In accordance with a survey made by Frank W. Koestner Associates, Professional Engineers & Surveyors dated June 4, 1999.

* Block 113, Lots 7,8 on the tax map of the Borough of Bogota

Prepared by: (print signer's name below signature)

John B. Newman, Esq.

(For Recorder's Use Only)

103U - Deed - Bargain and Sale
Cov. to Grantor's Act - Ind. to Ind. or Corp.
Plain Language Rev. 10/96 Print date 11/96

BK 81806563



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DESCRIPTION

Commitment No.: AT-009471

ALL that certain tract, lot and parcel of land lying and being in the Village of Ridgefield Park/Borough of Bogota, County of Bergen and State of New Jersey, being more particularly described as follows:

PARCEL I (RIDGEFIELD PARK)

TRACT I

BEGINNING at a point in the northerly line of Interstate Highway Route 80 which point is distant 326.12 feet westerly from the intersection of the northerly line of Interstate Highway Route 80 and the westerly line of lands now or formerly of New York Susquehanna and Western Railroad Company, and from thence running

- (1) South 87 degrees 37 minutes 50 seconds West and along the northerly line of Interstate Highway Route 80, 63.25 feet to a point of deflection; thence
- (2) South 88 degrees 36 minutes 20 seconds West, continuing along the northerly line of Interstate Highway Route 80, 157.28 feet to a point in the pierhead and bulkhead line of the Hackensack River approved by the Assistant Secretary of War, June 28, 1921 and adopted January 21, 1924 by the Board of Commerce and Navigation; thence
- (3) North 17 degrees 41 minutes 00 seconds West and along the aforementioned pierhead and bulkhead line of the Hackensack River, 71.13 feet to a point; thence
- (4) North 02 degrees 06 minutes 00 seconds West and still along the aforementioned pierhead and bulkhead line of the Hackensack River, 513.60 feet to a point in the division line between the Village of Ridgefield Park and the Borough of Bogota; thence
- (5) South 69 degrees 31 minutes 14 seconds East and along the aforementioned division line between the Village of Ridgefield Park and the Borough of Bogota, 257.07 feet to a point; thence
- (6) South 02 degrees 22 minutes 10 seconds East, 485.05 feet to the point or place of BEGINNING.

TRACT II

BEGINNING at a point formed by the intersection of the northerly line of Interstate Highway Route 80 and the westerly line of lands now or formerly of New York Susquehanna and Western Railroad Company, and from thence running

- (1) South 87 degrees 37 minutes 50 seconds West and along the northerly line of Interstate Highway Route 80, 326.12 feet to a point; thence

TICOR TITLE INSURANCE COMPANY

BK 8180 PG 564

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190 Moore Street, PO Box 219, Hackensack, NJ 07602-0219 (201)480-5777

DESCRIPTION

Commitment No.: AT-009471

- (2) North 02 degrees 22 minutes 10 seconds West, 485.05 feet to a point in the division line between the Village of Ridgefield Park and the Borough of Bogota; thence
- (3) South 69 degrees 31 minutes 14 seconds East and along the aforementioned division line between the Village of Ridgefield Park and the Borough of Bogota, 257.76 feet to a point in the westerly line of lands now or formerly of New York Susquehanna and Western Railroad Company; thence
- (4) South 15 degrees 19 minutes 40 seconds East and along the aforementioned westerly line of lands now or formerly of New York Susquehanna and Western Railroad Company, 395.02 feet to the point or place of BEGINNING.

THE ABOVE TWO TRACTS are described in accordance with a MINOR SUBDIVISION made by Frank W. Koestner Associates, Professional Engineers and Surveyors approved July 18, 1988, embodied by deed recorded in the Bergen County Clerk's Office in Deed Book 7262 page 790 and shown on a survey prepared by Koestner Associates, Professional Engineers and Land Surveyors dated June 4, 1999.

PARCEL II (BOGOTA)

BEGINNING at a point in the westerly line of lands now or formerly of New York Susquehanna and Western Railroad Company where the same is intersected by the division line between the Village of Ridgefield Park and the Borough of Bogota which point is distant 395.02 feet northerly from the corner formed by the intersection of the westerly line of lands now or formerly of New York Susquehanna and Western Railroad Company with the northerly line of Interstate Highway Route 80 and from thence running

- (1) North 69 degrees 31 minutes 14 seconds West and along the aforementioned division line between the Village of Ridgefield Park and the Borough of Bogota 514.83 feet to a point in the pierhead and bulkhead line of the Hackensack River approved by the Assistant Secretary of War, June 28, 1921 and adopted January 21, 1924 by the Board of Commerce and Navigation; thence
- (2) North 02 degrees 06 minutes 00 seconds West and along the aforementioned pierhead and bulkhead line of the Hackensack River, 647.08 feet to a point in the southerly line of lands now or formerly of Public Service Electric and Gas Company; thence
- (3) South 83 degrees 42 minutes 40 seconds East and along the aforementioned southerly line of lands now or formerly of the Public Service Electric and Gas Company, 203.11 feet to a point of deflection in the same; thence
- (4) South 66 degrees 02 minutes 40 seconds East and still along the southerly line of lands now or formerly of the Public Service Electric and Gas Company, 104.20 feet to a point

TICOR TITLE INSURANCE COMPANY

BK 8180 PG 565

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DESCRIPTION

Commitment No.: AT-009471

in the aforementioned westerly line of lands or formerly of the New York Susquehanna and Western Railroad Company; thence

- (5) In a general southerly direction and along the westerly line of lands now or formerly of New York Susquehanna and Western Railroad Company and along the arc of a curve bearing to left with a radius of 2944.43 feet an arc distance of 11.56 feet to a point of curvature; thence
- (6) South 15 degrees 19 minutes 40 seconds East, continuing along the westerly line of lands now or formerly of the New York Susquehanna and Western Railroad Company, 778.76 feet to the point or place of BEGINNING.

BEING IN ACCORDANCE with a survey made by Koestner Associates, Professional Engineers & Land Surveyors dated June 4, 1999.

THE ABOVE TWO PARCELS BEING DESCRIBED AS A COMBINED ONE TRACT DESCRIPTION in accordance with a survey made by Koestner Associates, Professional Engineers & Land Surveyors dated June 4, 1999 as follows:

BEGINNING at a point formed by the intersection of the northerly line of Interstate Highway Route 80 and the westerly line of lands now or formerly of New York Susquehanna and Western Railroad Company and from thence running

- (1) South 87 degrees 37 minutes 50 seconds West, and along the northerly line of Interstate Highway Route 80, 389.37 feet to a point of deflection; thence
- (2) South 88 degrees 36 minutes 20 seconds West, continuing along the northerly line of Interstate Highway Route 80, 157.28 feet to a point in the pierhead and bulkhead line of the Hackensack River approved by the Assistant Secretary of War, June 28, 1921 and adopted January 21, 1924 by the Board of Navigation; thence
- (3) North 17 degrees 41 minutes 00 seconds West and along the aforementioned pierhead and bulkhead line of the Hackensack River, 71.13 feet to a point of deflection; thence
- (4) North 02 degrees 06 minutes 00 seconds West, and still along the aforementioned pierhead and bulkhead line of the Hackensack River 1160.68 feet to a point in the southerly line of lands now or formerly of the Public Service Electric and Gas Company; thence
- (5) South 83 degrees 42 minutes 40 seconds East and along the aforementioned southerly line of lands now or formerly of the Public Service Electric and Gas Company, 203.11 feet to a point of deflection; thence

TICOR TITLE INSURANCE COMPANY

BK 8180 PG 566

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Sent By: ACCUSEARCH TITLE ;

2014888140;

Jun-8-99 12:39;

Page 6/10

DESCRIPTION

Commitment No.: AT-009471

- (6) South 66 degrees 02 minutes 40 seconds East continuing along the southerly line of lands now or formerly of the Public Service Electric and Gas Company, 104.20 feet to a point on the aforementioned westerly line of land now or formerly of New York Susquehanna and Western Railroad Company; thence
- (7) In a general southerly direction and along the westerly line of lands now or formerly of New York Susquehanna and Western Railroad Company and along the arc of a curve bearing to the left with a radius of 2944.43 feet an arc distance of 11.56 feet to a point of curvature; thence
- (8) South 15 degrees 19 minutes 40 seconds East, continuing along the aforementioned westerly line of lands now or formerly of New York Susquehanna and Western Railroad Company, 1173.78 feet to the point or place of BEGINNING.

Note For Information Only:

In compliance with Chapter 157, Laws of 1977, premises are also known as Lot(s) 1,1.01,2 Block 152.01 on the Tax Map of the Village of Ridgefield Park, in the County of Bergen, also known as Industrial Avenue and Lot(s) 7,8 Block 113 on the Tax Map of the Borough of Bogota, in the County of Bergen, also known as West Of Nys And Wrr.

TICOR TITLE INSURANCE COMPANY

BK 8180 PG 567

Issued By: ACCUSEARCH TITLE SERVICES, INC.
190 Moore Street, PO Box 219, Hackensack, NJ 07602-0219 (201)488-3777

Newman & Simpson, LLP

The street address of the Property is:
Industrial Avenue, Ridgefield Park, New Jersey and
West of NYS & WRR, Bogota, New Jersey

4. **Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

5. **Signatures.** The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature.)

P & Z LAND DEVELOPMENT COMPANY

Witnessed By:

By: Robert Pedevill, Partner

Clare C. Hogwood
as to Robert Pedevill

Robert Zuckerman (Seal)
By: Robert Zuckerman, Partner

John B. Newman (Seal)
John B. Newman as to Robert Zuckerman

* individually and as sole trustee of Manhattan Entertainment, Inc. Employees Profit Sharing Plan f/b/o Robert Zuckerman dated 10/31/89.

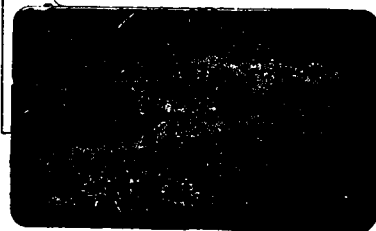
Florida
STATE OF NEW JERSEY, COUNTY OF Duval SS.
I CERTIFY that on May 29, 1999
Robert Pedevill and Robert Zuckerman, partners of P & Z Land Development Company

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of this Deed;
(b) executed this Deed as his or her own act; and,

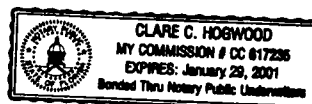
(c) made this Deed for \$ 2,950,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

RECORD AND RETURN TO:



Clare C. Hogwood
(Print name and title below signature)

ED Fla Division of Donald Kates, brother-in-law
identified above to me.



103U - Deed - Bargain and Sale
Cov. to Grantor's Act - Ind. to Ind. or Corp.
Plain Language Rev. 10/96

BK 8180 PG 568



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STATE OF NY)
COUNTY OF NY) SS.

BE IT REMEMBERED, that on this 25th day of June, 1999, before me, the subscriber, personally appeared Robert Zuckerman, individually and as sole trustee of Manhattan Entertainment, Inc. Employees Profit Sharing Plan f/b/o Robert Zuckerman Dated 10/31/99, partner of P & Z Land Development Company, the partnership named herein having first made known to him the contents thereof, he did thereupon acknowledge that the said Instrument made by the said and delivered by him as such partner, is the voluntary act and deed of the Partnership for the uses and purposes therein expressed.

Bernard Seidman

BERNARD SEIDMAN
Notary Public State of New York
No. 31-03586918
Qualified in New York County
Commission Expires Oct. 31, 1999

ABSTRACTED

BK 8180 PG 569

END OF DOCUMENT

Rec'd 7-25-69

RECORDING FEE \$ 15.25
TRANSFER FEE ~~EX.~~
TOTAL PAID \$ 15.25
9.75

THIS AGREEMENT made this 1st day of July 1969, by and between ALFORD INDUSTRIES INCORPORATED, a New Jersey corporation having an office at Industrial Avenue, Ridgefield Park, New Jersey (hereinafter called Grantor), and ^XSIMKINS INDUSTRIES INC., a Connecticut corporation having an office at 259 East Street, New Haven, Connecticut (hereinafter called Grantee).

W I T N E S S E T H :

WHEREAS by deed dated the date hereof, and intended to be recorded in the Office of the Clerk of Bergen County immediately prior to the recordation of this Agreement, Grantor conveyed unto Grantee a parcel of land (hereinafter called the Premises) located partly in the Village of Ridgefield Park and partly in the Borough of Bogota, Bergen County, New Jersey; and

WHEREAS Grantor is the owner of certain premises (hereinafter called the Adjoining Premises), located in the Village of Ridgefield Park, immediately adjoining Route 80 to the south; and

WHEREAS in connection with the conveyance of the Premises by Grantor to Grantee, the parties have agreed

to enter into this Agreement, providing for easements of ingress and egress, (i) in favor of the Premises over the Adjoining Premises, to Industrial Avenue and (ii) in favor of the Adjoining Premises over the Premises and lands now or formerly of (a) Public Service Electric and Gas Company and (b) the New York, Susquehanna and Western Railroad Company, to Cross Street, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises *Grantee* and of other good and valuable consideration, the receipt whereof is hereby mutually acknowledged, (i) Grantor hereby grants and conveys unto Grantee, its successors and assigns, an easement in favor of the Premises, for purposes of ingress and egress by foot or by vehicle to and from Industrial Avenue, over that portion of the Adjoining Premises described in Exhibit A attached hereto and made a part of this Agreement and (ii) Grantee hereby grants and conveys unto Grantor, its successors and assigns, an easement in favor of the Adjoining Premises, for purposes of ingress and egress by foot or by passenger vehicle only and only Monday through Friday, holidays excepted, from 8:00 a.m. to 6:00 p.m., to and from Cross Street, over that portion of the Premises described in Exhibit B attached hereto and made a part of this Agreement.

IT IS UNDERSTOOD AND AGREED that the foregoing

easements are granted upon the following terms and conditions:

1. That the respective easements are for the sole benefit of the Premises and the Adjoining Premises and shall in no event inure to the benefit of other property which may hereafter be acquired by the parties hereto, their successors or assigns,

2. That in respect of the expense of maintaining said easements, (a) Grantor and Grantee shall bear the expense of maintaining the easement in favor of the Premises over the Adjoining Premises in the proportion of two-thirds and one-third, respectively, and (b) Grantee shall bear the entire expense of maintaining the easement in favor of the Adjoining Premises over the Premises.

3. That each of the parties hereto shall indemnify the other and shall hold the other harmless, from any and all loss, cost or damage which the other party may sustain in connection with the use and maintenance of said easements by said party, or by its agents, servants, employees, licensees or invitees.

4. That each of the parties hereto shall have the right, in its sole discretion and at its sole cost and expense, to vary the location of the easement over its land; provided, however, that the ingress and egress of the other party shall not be unreasonably impaired by reason of such

relocation. Notwithstanding any such relocation, all of the terms and conditions of this Agreement shall apply with equal force and effect.

5. That in the event a third party shall impose obligations upon Grantee (in addition to present obligations), as a condition to the continued use of the land of such third party for ingress and egress to and from the Premises and Cross Street, and if, as the result thereof, Grantee shall cease to use such means of access, the easement herein granted in favor of the Adjoining Premises shall terminate upon thirty (30) days' notice from Grantee to Grantor.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and have caused their corporate seals to be hereunto affixed as of the day and year first above written.

ADFORD INDUSTRIES INCORPORATED,

By Raymond P. Kane
President
RAYMOND P. KANE



Attest:

Sheldon N. Witt
Secretary
[Seal]
SELDON N. WITT

SIMKINS INDUSTRIES INC.,

by Leon J. Simkins
President
LEON J. SIMKINS

Attest:

H. Siegal
Secretary
[Seal]
H. SIEGAL

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

BE IT REMEMBERED, that on the 1st day of July 1969, before me, the Subscriber, *Christopher A. Wilburn* a notary public of the State of New York, personally appeared Sheldon N. Witt, who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction, that he is the Secretary of ALFORD INDUSTRIES INCORPORATED, the Grantor named in the within instrument; that *RAYMOND P. KANE* is the President ~~xxxxxx~~ of said corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the board of directors of said corporation; that deponent well knows the corporate seal of said corporation; and the seal affixed to this Instrument is such corporate seal and was thereto affixed and said Instrument signed and delivered by said President, as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.

Sheldon N. Witt
Secretary
Sheldon N. Witt

Sworn and subscribed before me,)
at New York, N. Y., the date)
aforesaid.)

Christopher A. Wilburn
Notary Public
CHRISTOPHER A. WILBURN
Notary Public, State of New York
No. 24-4266600
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1971

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) ss.:

BE IT REMEMBERED, that on the 1st day of July 1969, before me, the Subscriber, *Christopher A. Wilburn* a notary public of the State of New York, personally appeared Jacob J. Siegal who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction, that he is the Secretary of SIMKINS INDUSTRIES INC., the Grantee named in the within instrument; that Leon J. Simkins is the President of said corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the board of directors of said corporation; that deponent well knows the corporate seal of said corporation; and the seal affixed to this Instrument is such corporate seal and was thereto affixed and said Instrument signed and delivered by said President, as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.

Jacob J. Siegal
Secretary

Sworn and subscribed before me,)
at New York, N. Y., the date)
aforesaid.)

Christopher A. Wilburn
Notary Public
CHRISTOPHER A. WILBURN
Notary Public, State of New York
No. 24-4286600
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1971

EXHIBIT A

All that certain plot, piece or parcel of land, situate, lying and being in the Village of Ridgely Park, County of Bergen and State of New Jersey, more particularly bounded and described as follows:

BEGINNING at the northeasterly terminus of Industrial Avenue, a public street, as the same is laid out and established; running thence through land now or formerly of Alford Industries Incorporated, and continuing through land now or formerly of the State of New Jersey, the following five courses and distances:

northeasterly on a curve to the right having a radius of 165.59 feet, a distance of 156.09 feet;
North 25° 18' 50" East 96.76 feet,
North 6° 22' 20" West 168.31 feet,
North 29° 07' 40" West 100.12 feet, and
North 14° 59' 40" West 314.72 feet,

to a point in the northerly line of Interstate Highway Route 80 distant 44.03 feet westerly, as measured along said northerly line, from its point of intersection with the westerly line of land now or formerly of the New York, Susquehanna and Western Railroad Company;

thence along the northerly line of Interstate Highway Route 80, South 87° 37' 50" West 25.62 feet to a corner;

thence through land now or formerly of The State of New Jersey, and continuing through land now or formerly of Alford Industries Incorporated, the following five courses and distances:

South 14° 59' 40" East 322.41 feet,
South 29° 07' 40" East 98.18 feet,
South 6° 22' 20" East 156.17 feet,
South 25° 18' 50" West 89.66 feet, and
southwesterly on a curve to the left having a radius of 190.59 feet, a distance of 179.65 feet to the northwesterly terminus of Industrial Avenue aforesaid;

thence along the northerly terminus of Industrial Avenue North 61° 18' 20" East 25 feet to the point or place of BEGINNING.

EXHIBIT B

All that certain plot, piece or parcel of land, situate, lying and being partly in the Village of Ridgefield Park and partly in the Borough of Bogota, County of Bergen and State of New Jersey, more particularly bounded and described as follows:

BEGINNING at a point in the northerly line of Interstate Highway Route 80 distant 109.98 easterly as measured along said northerly line from its point of intersection with the Pierhead and Bulkhead Line approved by the Assistant Secretary of War June 28, 1921, and adopted January 21, 1924, by the Board of Commerce and Navigation;

running thence from said point of beginning through land now or formerly of Simkins Industries, Inc., the following 7 courses and distances:

North 14° 25' 40" West 192.09 feet,
North 46° 57' 40" West 104.72 feet,
North 00° 27' 40" West 533.98 feet
North 36° 31' 20" East 103.83 feet
North 10° 52' 10" East 45.34 feet
North 10° 02' 50" West 81.91 feet and
North 18° 14' 20" West 250.86 feet

to a point in land now or formerly of Public Service Electric and Gas Company;

thence through said last mentioned land and through land now or formerly of New York Susquehanna and Western Railroad Company, the following three courses and distances:

South 89° 39' 40" East 70.10 feet
South 65° 49' 40" East 133.19 feet and
North 69° 51' 20" East 43.73 feet

to the westerly terminus of Cross Street

thence southerly along the westerly terminus of Cross Street on a curve to the left having a radius of 2,878.43 feet a distance of 25.09 feet to a corner

thence through land now or formerly of New York,
Susquehanna and Western Railroad Company and con-
tinuing through land now or formerly of Public
Service Electric and Gas Company, the following three
courses and distances:

South 69° 51' 20" West 51.81 feet
North 65° 49' 40" West 138.09 feet
North 89° 39' 40" West 130.70 feet

to a point in land now or formerly of Simkins Industries,
Inc., the following 7 courses and distances:

South 15° 58' 30" East 214.68 feet
South 11° 45' 50" East 90.20 feet
South 3° 33' 40" West 53.18 feet
South 36° 31' 20" West 102.09 feet
South 00° 27' 40" East 514.88 feet
South 46° 57' 40" East 101.28 feet and
South 14° 25' 40" East 205.17 feet

to the northerly line of Interstate Highway Route 80;

thence along said last mentioned land South 88° 36' 20"
West 25.66 feet to the point or place of BEGINNING.

X This Instrument was prepared by Stephen N. Cea, Esq., whose
business address is One Chase Manhattan Plaza, New York, N.Y.
10005.

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968 (N.J.S.A. 46:15-5 et seq.)

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

FOR RECORDER'S USE ONLY
County of BERGEN
Consideration \$ EX
Realty Transfer Fee \$ EX R.T.

(1) PARTY OR LEGAL REPRESENTATIVE (see Instruction #3)

STEPHEN N. CEA

being duly sworn
according to law upon his oath deposes and says that he is the
attorney for ALFORD INDUSTRIES INCORPORATED

(State whether Grantor, Grantee or Legal Representative if Legal Representative, specify in what capacity)

In the ~~ALFORD INDUSTRIES~~ Easement Agreement between
Alford Industries Incorporated, Industrial Avenue, Ridgely Park, New Jersey

Simkins Industries Inc., 259 East Street New Haven, Connecticut

dated July 1, 1969

(2) OFFICER OF CORPORATE GRANTOR OR CORPORATE GRANTEE (see Instruction #4)

Deponent states that he is the

(Title of Corporate Officer)

of and that he is fully

(Name of Corporate Grantor or Grantee)

acquainted with the business of said corporation and knows the actual and full consideration paid
or to be paid for the transfer of title to the premises described in the deed annexed hereto.

(3) OFFICER OF TITLE COMPANY OR LENDING INSTITUTION (see Instruction #5)

Deponent states that he is the

(Title)

(Name of Title Company or Lending Institution)

participating in
the deed transaction herein described and that he knows the actual and full consideration paid
or to be paid for the transfer of title to the premises described in the deed annexed hereto.

(4) CONSIDERATION (see Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money
and the monetary value of any other thing of value constituting the entire compensation paid or
to be paid for the transfer of title to the lands, tenements or other realty, including the remaining
amount of any prior mortgage to which the transfer is subject or which is to be assumed and
agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied
or removed in connection with the transfer of title is \$ None

(5) LOCATION OF PROPERTY affected by the Easement Agreement

Deponent states that the real property ~~located in the~~ annexed hereto is located in
partly in (a) Village of Ridgely Park and (b) Borough of Bogota.

(Taxing District(s))

and County of Bergen, State of New Jersey

(County(s))

(6) EXEMPTION FROM FEE (complete only if exemption from fee is claimed. See Instruction #7)

Deponent claims that this deed transaction is exempt from the realty transfer fee imposed
by c. 49, P.L. 1968 for the following reason(s): This Agreement was executed solely for the purpose
of providing access in favor of the property of the Grantee, no consideration was paid for
this Easement Agreement.

Deponent makes affidavit to induce the County Clerk or Register of Deeds to record the
deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn
to before me this 16th
day of July, 1969

GILBERT E. O'CONNELL
Notary Public, State of New York
No. 31-8183060
Qualified in New York County
Commission Expires March 30, 1970

(Name of Deponent)
Stephen N. Cea

One Chase Manhattan Plaza, New York N.Y.

(Address of Deponent)

Notary Public

GILBERT E. O'CONNELL
Notary Public, State of New York
No. 31-8183060
Qualified in New York County
Commission Expires March 30, 1970
DEED NUMBER _____ BOOK _____ PAGE _____
DEED DATED _____ DATE RECORDED _____

IMPORTANT—BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE
HEREOF.

This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by
law, and may not be altered or amended without the approval of the Director.

RECORDING FEE \$ 15.25
 TRANSFER FEE EX.
 TOTAL PAID \$ 15.25
 EASEMENT DEEDS
 6908077

RECEIVED
 1969 JUL 25 PM 3:36
Raymond C. Cline
 BERGEN COUNTY CLERK

4848 JUL 25 69 DEED

15.25

ALFORD INDUSTRIES INCORPORATED
 -to-
 SIMKINS INDUSTRIES INC.

Dated: July 1, 1969

The premises affected by the within instrument are situate, partly in Village of Ridgewood Park and partly in Borough of Bogota, County of Bergen, State of New Jersey.

Record and return to:
~~McDonald & Dock-Surrey~~
~~McDonald & Dock-Surrey~~
 1999 Walnut Street
 Philadelphia, Pennsylvania 19107

Ret

Home Title Division
 Chicago Title Insurance Company
 475 William Street
 B.C. East Orange, N. J. 07019

*Home Title Division
 Chicago Title Insurance Co.
 475 William St.
 B.C. East Orange, N.J. 07019*

Charge 632- RECORDING FEE \$29.00
Debt-PAID 74

EASEMENT AGREEMENT

THIS AGREEMENT, made this 1st day of November, 1988, by and between ALFORD INDUSTRIES INC., a New Jersey Corporation, having an office at Industrial Avenue, Ridgefield, New Jersey (hereinafter called "Grantor"), and P & Z LAND DEVELOPMENT COMPANY, a New Jersey Partnership, having an office at 29 Fairview Avenue, Tenafly, New Jersey (hereinafter called "Grantee").

W I T N E S S E T H

WHEREAS, Grantor and Simkins Industries, Inc., (hereinafter called ("Simkins")), a predecessor to Grantee, entered into an Agreement dated July 1, 1969 ("Prior Agreement"), recorded by the Bergen County Clerk in Book 5330, Page 169, et seq., creating certain easement rights for both Grantor and Simkins, their successors and assigns in premises in the Borough of Bogota and in the Village of Ridgefield Park, County of Bergen, State of New Jersey ("Adjoining Municipalities"), and

WHEREAS, Grantee is now the title holder of the Premises located in the adjoining municipalities previously held by Simkins; and

WHEREAS, Grantor and Grantee have agreed to amend the Prior Agreement;

WHEREAS, all defined terms in the Prior Agreement shall have the same meaning in this Agreement; and

NOW THEREFORE, in consideration of the premises and of other good and valuable consideration, receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. Except for those rights existing over property described in Schedule A hereof, Grantor, for itself, its successors and assigns agree to and does hereby relinquish and extinguish an easement created in the Prior Agreement in favor of the Adjoining Premises for purposes of ingress and egress by foot or by passenger vehicle only and only Monday through Friday, holidays

Prepared by: Daniel P. Greenstein
Daniel P. Greenstein, Esq.

132374

RECORDED IN 132374
80 NOV 10 PM 3:01

AK 7246 PG 599

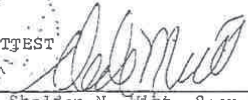
excepted from 8:00 a.m. to 6:00 p.m., to and from Cross Street,
over that portion of the Premises described in Exhibit B of the
Prior Agreement. The burden of removing any pavement from that
portion of the Premises described in Exhibit B of the Prior
Agreement shall be at the sole cost and expense of Grantee.

2. Grantee hereby grants and conveys unto Grantor, its
successors and assigns, an easement in favor of the Adjoining
Premises, for the purposes of ingress and egress by foot or by
passenger vehicle only and only Monday through Friday, holidays
excepted, from 8:00 a.m. to 6:00 p.m., to and from Cross Street,
over that portion of the Premises described in Exhibit B attached
hereto and made a part of this Agreement.

3. All other grants, terms and conditions, contained in the
Prior Agreement are hereby ratified and confirmed except as may be
hereby modified.

IN WITNESS WHEREOF, the parties have caused this
Agreement to be duly executed as of the day and year first above
written.

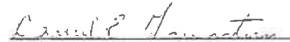
ATTEST


Sheldon N. Witt, Secretary

ALFORD INDUSTRIES INC.

By 
Jeffrey E. Goldstein, Vice-President

WITNESS



DANIEL P. GREENSTEIN
ATTORNEY AT LAW
STATE OF NEW JERSEY

P & Z LAND DEVELOPMENT COMPANY

By 
Robert Pedevill

STATE OF NEW JERSEY)
COUNTY OF BERGEN) SS.:
COUNTY OF BERGEN)

I CERTIFY that on November 4, 1988, personally came before me and acknowledged under oath, to my satisfaction, that:

(a) this person is the Secretary of ALFORD INDUSTRIES INC. the corporation named in this document;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is Jeffrey S. Goldstein the Vice- President of the Corporation;

(c) this document was signed and delivered by the Corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;

(d) this person knows the proper seal of the Corporation which was affixed to this document; and

(e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on November 4, 1988.

Patricia V. Rich

Sheidon N. Witt
Sheidon N. Witt

PATRICIA V. RICH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 26, 1993

STATE OF NEW JERSEY)
COUNTY OF BERGEN) SS.:
COUNTY OF BERGEN)

I CERTIFY that on November 7, 1988, Robert Pedevill, Partner of P & Z Land Development Company personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) is named in and personally signed this document; and

(b) signed, sealed and delivered this document as his act and deed.

Daniel P. Greenstein

DANIEL P. GREENSTEIN
ATTORNEY AT LAW
STATE OF NEW JERSEY



P & Z LAND DEVELOPMENT CO.

FRANK W. KOESTNER ASSOCIATES

Established 1914

CONSULTING ENGINEERS & SURVEYORS
81 HUDSON STREET HACKENSACK, N.J.

MAILING ADDRESS P.O. BOX 514 HACKENSACK, N.J. 07602-0514
TEL. 342-6264-5

September 28, 1988

SUCCESSORS TO G. M. FOULDS
1914-1934
GEORGE R. SCHEVON
SANITARY CONSULTANT
SURVEYS THROUGHOUT
NORTHERN NEW JERSEY
LAND SURVEYING
DRAINAGE
SEWERAGE
SUBDIVISIONS
WATER SUPPLY
REFUSE DISPOSAL



DESCRIPTION OF RIGHT OF WAY TO
ALFORD INDUSTRIES OVER LANDS OF
PUBLIC SERVICE ELECTRIC AND GAS
COMPANY AND LANDS NOW OR FORMERLY
OF NEW YORK SUSQUEHANNA AND WESTERN
RAILROAD COMPANY IN THE BOROUGH OF
BOGOTA, BERGEN COUNTY, NEW JERSEY.

BEGINNING at a point formed by the intersection of the westerly line of lands now or formerly of New York Susquehanna and Western Railroad, and the southerly line of lands now or formerly of Public Service Electric and Gas Company, said point being distant 1173.78 northerly from the corner formed by the intersection of the northerly line of Interstate Highway, Route #80, with the westerly line of lands now or formerly of New York Susquehanna and Western Railroad Company, and from thence running:

- (1) North $66^{\circ} 02' 40''$ West, and along the southerly line of lands now or formerly of Public Service Electric and Gas Company, 32.30 feet to a point, thence
- (2) In a general northerly direction, and along the arc of a curve bearing to the right with a radius of 2969.43 feet, an arc distance of 35.26 feet to a point in the right of way of Alford Industries as described in Book of Deeds 5330, at Page 169, there
- (3) South $65^{\circ} 49' 40''$ East, and along the aforementioned right of way of Alford Industries, 60.91 feet, thence
- (4) North $69^{\circ} 51' 20''$ East, and along the aforementioned right of way, 43.73 feet, by deed, 43.58 feet, as measured, to a point in the extension of the easterly lands now or formerly of New York Susquehanna and Western Railroad Company, thence
- (5) In a general southerly direction, and along the aforementioned extension of the easterly line of lands now or formerly of New York Susquehanna and Western Railroad Company, and along the arc of a curve bearing to the left with a radius of 2878.43 feet, an arc distance of 25.09 feet, by deed, 25.16 feet, as measured, thence
- (6) South $69^{\circ} 51' 20''$ West, and along the right of way of Alford Industries, as described, in Book of Deeds 5330, at Page 169, 51.81 feet, by deed, and 51.36 feet, as measured, to a point, thence
- (7) North $65^{\circ} 49' 40''$ West, 19.17 feet to a point in the westerly line of lands now or formerly of New York Susquehanna and Western Railroad, thence

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P & Z LAND DEVELOPEMENT CO.

FRANK W. KOESTNER ASSOCIATES

Established 1914

CONSULTING ENGINEERS & SURVEYORS
61 HUDSON STREET HACKENSACK, N.J.
MAILING ADDRESS: P.O. BOX 514, HACKENSACK, N.J. 07602-0514
TEL 342 6264 5

SUCCESSORS TO G M FOULDS
1914 1934

GEORGE R SCHEVON
SANITARY CONSULTANT
SURVEYS THROUGHOUT
NORTHERN NEW JERSEY
LAND SURVEYING
DRAINAGE
SEWERAGE
SUBDIVISIONS
WATER SUPPLY
REFUSE DISPOSAL

September 28, 1988

Page 2 - DESCRIPTION OF RIGHT OF WAY TO ALFORD INDUSTRIES
OVER LANDS OF PUBLIC SERVICE ELECTRIC & GAS CO., BOGOTA, NJ.

(8) In a general southerly direction, along the aforementioned westerly line of lands now or formerly of New York Susquehanna and Western Railroad Company, and along the arc of a curve bearing to the left with a radius of 2944.43 feet, an arc distance of 3.34 feet to the point or place of BEGINNING.

All in accordance with a survey prepared by FRANK W. KOESTNER ASSOCIATES, Professional Engineers & Surveyors, Hackensack, New Jersey, dated August 26, 1986, and revised September 26, 1988.

MaR

AK 7246 pg 03



F & Z LAND DEVELOPMENT CO.

FRANK W. KOESTNER ASSOCIATES

Established 1914

CONSULTING ENGINEERS & SURVEYORS
61 HUDSON STREET HACKENSACK, N.J.
MAILING ADDRESS P.O. BOX 514, HACKENSACK, N.J. 07602-0514
TEL. 342-6264-5

September 28, 1988

**DESCRIPTION OF RIGHT OF WAY
TO ALFORD INDUSTRIES IN THE
VILLAGE OF RIDGEFIELD PARK,
AND THE BOROUGH OF BOGOTA,
BERGEN COUNTY, NEW JERSEY.**

SUCCESSORS TO G. M. FOLLOS

1914-1934

GEORGE P. SCHEVON
SANITARY CONSULTANT
SURVEYS THROUGHOUT
NORTHERN NEW JERSEY
LAND SURVEYING
DRAINAGE
SEWERAGE
SUBDIVISIONS
WATER SUPPLY
REFUSE DISPOSAL

BEGINNING at a point in the northerly line of Interstate Highway Route #80, which point is distant 44.03 feet westerly from the corner formed by the intersection of the northerly line of Interstate Highway Route #80 with the westerly line of lands now or formerly of New York Susquehanna and Western Railroad Company, and from thence running:

- (1) South $87^{\circ} 37' 50''$ West, and along the aforementioned northerly line of Interstate Highway Route #80, 72.23 feet to a point, thence
- (2) North $67^{\circ} 49' 40''$ West, 1.19 feet to a point, thence
- (3) In a general northerly direction, and along the arc of a curve bearing to the right with a radius of 60.00 feet, an arc distance of 94.25 feet to a point, thence
- (4) North $22^{\circ} 10' 20''$ East, 156.64 feet to a point, thence
- (5) North $15^{\circ} 19' 40''$ West, 181.46 feet to a point in the division line between the Village of Ridgefield Park and the Borough of Bogota, thence
- (6) South $69^{\circ} 31' 14''$ East, and along the aforementioned division line between the Village of Ridgefield Park and the Borough of Bogota, 6.16 feet to a point, thence
- (7) North $15^{\circ} 19' 40''$ West, 760.73 feet to a point of curvature, thence
- (8) In a general northerly direction, and along the arc of a curve bearing to the right with a radius of 2969.43, an arc distance of 32.01 feet, to a point in the southerly line of lands now or formerly of Public Service Electric and Gas Company, thence
- (9) South $66^{\circ} 02' 40''$ East, and along the aforementioned southerly line of lands now or formerly of Public Service Electric and Gas Company, 32.30 feet to a point in the westerly line of lands now or formerly of New York Susquehanna and Western Railroad Company, thence
- (10) In a general southerly direction, and along the westerly line of lands now or formerly of New York Susquehanna and Western Railroad Company, and along the arc of a curve bearing to the left with a radius of 2944.43 feet, an arc distance of 11.56 feet to a point of curvature, thence

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P & Z LAND DEVELOPMENT CO.

FRANK W. KOESTNER ASSOCIATES

Established 1914

CONSULTING ENGINEERS & SURVEYORS
61 HUDSON STREET HACKENSACK, N.J.
MAILING ADDRESS P.O. BOX 514 HACKENSACK, N.J. 07602-0514
TEL. 342 6284-5

SUCCESSORS TO G.M. FOULDS
1914, 1924

GEORGE SCHAEVON
SANITARY CONSULTANT
SURVEYS THROUGHOUT
NORTHERN NEW JERSEY
LAND SURVEYING
DRAINAGE
SEWERAGE
SUBDIVISIONS
WATER SUPPLY
REFUSE DISPOSAL

September 28, 1988

Page 2 - DESCRIPTION OF RIGHT OF WAY TO ALFORD INDUSTRIES, RIDEFIELD PARK.

(11) South $15^{\circ} 19' 40''$ East, continuing along the westerly line of lands now or formerly of New York Susquehanna and Western Railroad Company, 948.76 feet, thence

(12) South $22^{\circ} 10' 20''$ West, 166.83 feet to a point of curvature, thence

(13) In a general southerly direction, and along the arc of a curve bearing to the left with a radius of 30.00 feet, an arc distance of 47.12 feet to a point, thence

(14) South $67^{\circ} 49' 40''$ East, 66.89 feet to a point in the northerly line of Interstate Highway, Route #80, and the point or place of BEGINNING.

All in accordance with a survey prepared by FRANK W. KOESTNER ASSOCIATES, Professional Engineers & Surveyors, Hackensack, New Jersey, dated August 26, 1986 and revised September 26, 1988.

MAK

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EASEMENT AGREEMENT	
Between:	
ALFORD INDUSTRIES, INC., Grantor	
and	
P & Z LAND DEVELOPMENT COMPANY, Grantee	
Dated: November 7	1988
<i>REURD</i> CONTANT CONTANT. SCHUBER SCHERBY & ATKINS ATTORNEYS AT LAW 33 HUDSON STREET JACKENSBACK, N.J. 07601 65604-18-10	

APPROVED