

AND ALSO, that the said party of the first part will WARRANT, secure, and forever defend the said land and premises unto the said party of the second part, their heirs and assigns forever, against the lawful claims and demands of all and every person or persons, freely and blamelessly freed and discharged of and from all manner of encumbrances whatsoever, except as aforesaid.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its President and attested by its Secretary and its corporate seal to be hereto affixed, the day and year first above written.

LINWOOD
COMPANY
INCORPORATED
1913
NEW JERSEY

Linwood Company,
Irene I. Morel,
President,
Attest: Charles A. Morel,
Secretary.

STATE OF NEW JERSEY,
COUNTY OF ESSEX.

One thousand nine hundred and twenty-one, appeared Charles A. Morel, who, being duly sworn, doth depose and make proof to my satisfaction, that he well knows the corporate seal of the Linwood Company, the grantor named in the foregoing description, and that the seal thereto affixed is the proper deed signed and delivered by Irene I. Morel, who was at the date and execution thereof, the President of said Company, in the presence of the said deponent, as the voluntary act and deed, of the said company, and that the said deponent thereupon signed the same as subscribing witness.

Sworn and subscribed before me
at Newark, New Jersey, this 18th day of April, 1921.
W. T. Yen ^{Phillips}
Master in Chancery
of New Jersey.

Charles A. Morel

Received in the Office April 18th. A. D. 1921 at 2:50 P.M.

No. 36

THIS INDENTURE, made the sixth day of April, 1921, BETWEEN AMERICAN-LA FRANCE Building Company, a corporation organized and existing under and by virtue of the laws of the State of New Jersey, party of the first part, and the General Electric Company, a corporation organized and existing under and by virtue of the laws of the State of New York, party of the second part, WITNESSETH: Whereas, the northwesterly line of the property of the American-La France Building Company fronting on Brookside Place (now La France Street) and lying between the southerly line of Bloomfield Avenue and the northerly line of Deardsley Avenue, in the Town of Bloomfield, Essex County, New Jersey, adjoins the southeasterly line of the property of the Sprague Electric Works of the General Electric Company; and whereas, it is advisable and desirable that the surface and waste waters from the said property of the Sprague Electric Works of the General Electric Company, and from the adjacent property of Lehm & Fink, Inc., be drained into a storm and waste water sewer constructed by the American-La France Building Company, for its own use, through its lands and along Brookside Place to Bloomfield Avenue, in the Town of Bloomfield, State of New Jersey, and whereas, the said American-La France Building Company has so constructed for the express purpose of draining its own lands, a storm and waste water sewer from a point in the line of Brookside Place distant one hundred fifteen (115) feet northerly from the northerly side of Elmwood Avenue in and along the said Brookside Place to Bloomfield Avenue and from Bloomfield Avenue in a southeasterly direction to a culvert running under Bloomfield Avenue at a point therein which is about one hundred twenty-five (125) feet southeasterly from the corner of Bloomfield Avenue and Brookside Place; the said point in said Brookside Place distant one hundred fifteen (115) feet northerly from the northerly side of Elmwood Avenue as hereinabove mentioned being the point of connection between the storm and waste water sewer built pursuant to an agreement between the East Orange and Ampers Land Company, and the City of East Orange, and the storm and waste water sewer heretofore constructed as aforesaid by the American-La France Building Company in and along the said Brookside Place; and whereas, the said American-La France Building Company has also so constructed, for the express purpose of draining its own lands, a branch sewer (hereinafter described as branch 1 of Section A.) connected with the said storm and waste water sewer as above described at a point about 262.62 feet westerly from the intersection of the said Brookside Place with Bloomfield Avenue and running north 24°01' west about 130 feet; thence north 42° thence north 184.16 feet; thence north 46° 46' east about 145.81 feet; and whereas, the said American-La France Building Company has also so constructed, for the express purpose of draining its own lands, a branch sewer (hereinafter described as branch 2 of Section A.) connect-

THIS INDENTURE, made the sixth day of April, 1921, BETWEEN AMERICAN-LA FRANCE Building Company, a corporation organized and existing under and by virtue of the laws of the State of New Jersey, party of the first part, and the General Electric Company, a corporation organized and existing under and by virtue of the laws of the State of New York, party of the second part, WITNESSETH: Whereas, the northwesterly line of the property of the American-La France Building Company fronting on Brookside Place (now La France Street) and lying between the southerly line of Bloomfield Avenue and the northerly line of Deardsley Avenue, in the Town of Bloomfield, Essex County, New Jersey, adjoins the southeasterly line of the property of the Sprague Electric Works of the General Electric Company; and whereas, it is advisable and desirable that the surface and waste waters from the said property of the Sprague Electric Works of the General Electric Company, and from the adjacent property of Lehm & Fink, Inc., be drained into a storm and waste water sewer constructed by the American-La France Building Company, for its own use, through its lands and along Brookside Place to Bloomfield Avenue, in the Town of Bloomfield, State of New Jersey, and whereas, the said American-La France Building Company has so constructed for the express purpose of draining its own lands, a storm and waste water sewer from a point in the line of Brookside Place distant one hundred fifteen (115) feet northerly from the northerly side of Elmwood Avenue in and along the said Brookside Place to Bloomfield Avenue and from Bloomfield Avenue in a southeasterly direction to a culvert running under Bloomfield Avenue at a point therein which is about one hundred twenty-five (125) feet southeasterly from the corner of Bloomfield Avenue and Brookside Place; the said point in said Brookside Place distant one hundred fifteen (115) feet northerly from the northerly side of Elmwood Avenue as hereinabove mentioned being the point of connection between the storm and waste water sewer built pursuant to an agreement between the East Orange and Ampers Land Company, and the City of East Orange, and the storm and waste water sewer heretofore constructed as aforesaid by the American-La France Building Company in and along the said Brookside Place; and whereas, the said American-La France Building Company has also so constructed, for the express purpose of draining its own lands, a branch sewer (hereinafter described as branch 1 of Section A.) connected with the said storm and waste water sewer as above described at a point about 262.62 feet westerly from the intersection of the said Brookside Place with Bloomfield Avenue and running north 24°01' west about 130 feet; thence north 42° thence north 184.16 feet; thence north 46° 46' east about 145.81 feet; and whereas, the said American-La France Building Company has also so constructed, for the express purpose of draining its own lands, a branch sewer (hereinafter described as branch 2 of Section A.) connect-

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1/24/21
See Book 1100
H100
4570

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ed with the said storm and waste water sewer heretofore constructed pursuant to the said agreement between the East Orange and Ampere Land Company and the City of East Orange, at a point in said Brookside Place distant easterly 428.40 feet from the intersection of the said Brookside Place with the easterly side of Beardsley Avenue and running north 45° 58' west 274.39 feet to the dividing line between the lands of the American-La France Building Company and the lands belonging to the Sprague Electric Works of the General Electric Company; and whereas, the Town of Bloomfield has signified its approval and acceptance of the said work and the said storm and waste water sewer and the branches thereto as above described. WHEREFORE, in consideration of the premises and of the sum of One dollar each to the other in hand paid, receipt of which is hereby acknowledged and of other good and valuable considerations, the said American-La France Building Company, the party of the first part hereto, does hereby grant and convey unto the General Electric Company, the party of the second part hereto, its successors and assigns, the right to connect with branch 2 of Section A at the manhole constructed as a part thereof in the southeasterly corner of the property of the party of the second part, and at the terminus of said branch 2 of Section A as hereinbefore described, a storm and waste water sewer system constructed or to be constructed upon the lands of the said General Electric Company, and also the right to connect with the said branch sewer described as branch 1 of Section A at the manhole constructed as a part thereof on lands of from north 42° west to north 45° 46' east, a storm and waste water sewer system constructed or to be constructed upon the lands of the said General Electric Company, provided, however, that no sewerage system shall be connected by the party of the second part, its successors or assigns, with either branch 1 of Section A or branch 2 of Section A which shall be an unreasonable use of such a storm and waste water sewer as has been constructed, as aforesaid, by the party of the first part. Together with the right of free access and ingress and egress over and upon and under the following described parcels of land (in the event that the American-La France Building Company, so long as it remains the owner of the following described parcels of land and of any real estate served by either branch 1 of Section A or branch 2 of Section A shall fail to maintain, repair, and keep the said branch sewers in proper working order so far as the same pass through, over, under or across the property of the said American-La France Building Company) solely for the purpose of repairing or cleaning the said branches to the said waste water and storm sewers, constructed as aforesaid, in the Brookside Place, and for any other purpose that may be necessary to make said branches effective to accomplish the object for which they have been constructed. The aforesaid parcels of land are bounded and described as follows: - All those parcels of land situated in the Town of Bloomfield, State of New Jersey, bounded and described as follows: -

BEGINNING in the northerly side of Brookside Place at a point therein distant westerly 262.62 feet from the intersection of the same with the southerly side of Bloomfield Avenue; thence (1) running through lands belonging to the American-La France Building Company North 24° 1' west 130 feet to an angle in the same; thence (2) still through the same north 42° 0' west 124.16 feet to an angle; thence (3) still through their lands north 45° 46' east 93.04 feet to the southerly side of the right-of-way of Watchung Branch of the Erie Railroad; thence (4) running along the said line of the right-of-way north 81° 21' 30" west 12.84 feet; thence (5) still along their lands and lands belonging to the Sprague Works of the General Electric south 45° 46' west 45.08 feet; thence (6) south 42° east 192.20 feet to an angle; thence (7) south 24° 1' east 127.68 feet to the northerly side of Brookside Place; thence (8) running along said northerly side of Brookside Place north 70° 46' east 101.03 feet to the point and place of Beginning.

BEGINNING in the northerly side of the right-of-way of the Watchung Branch of the Erie Railroad at the intersection of the same with the dividing line between the lands of Lehm & Fink and the American-La France Building Company, which beginning point is the northerly line of the right-of-way at the width of 100 feet, or 50 feet from said center line; thence (1) running along said dividing line between the lands of Lehm & Fink and American-La France Building Company N. 45° 46' E. 10 feet; thence (2) running along through lands belonging to the American-La France Building Company S. 44° 14' E. 10 feet to an angle; thence (3) still through their lands S. 45° 46' W. 27.52 feet to the northerly side of the right-of-way of the Watchung Branch of the Erie Railroad, said point being distant 30 feet from the center line of the said right-of-way; thence (4) running along the same N. 81° 21' 30" W. 12.54 feet to an angle in said right-of-way; thence (5) still along the line of said right-of-way N. 45° 46' E. 25.09 feet to the point and place of Beginning.

BEGINNING in the northwesterly side of Brookside Place at a point therein distant easterly 428.40 feet from the intersection of the same with the easterly side of Beardsley Avenue; thence (1) running along the said northerly side of Brookside Place on a curve curving to the right with a radius of 253.75 feet a distance of 13.40 feet; thence (2) N. 45° 58' W. 283.03 feet to the dividing line between the lands of American-La France Building Company and lands belonging to the Sprague Works of the General Electric; thence (3) running along said dividing line S. 45° 46' W. 10 feet; thence (4) S. 45° 58' W. 274.39 feet to the northwesterly side of Brookside

Place and the point and place of Beginning. TO HAVE AND TO HOLD the above granted easement unto the party of the second part, its successors and assigns, but solely for the purposes and subject to the restrictions and limitations hereinabove set forth.

IN WITNESS WHEREOF the American-La France Building Company has caused this instrument to be signed by its President in its corporate name and its corporate seal to be hereunto affixed, duly attested the day and year first above written.

Attest:
R. E. Kinaman
Secretary.

AMERICAN-
LA FRANCE
BUILDING
COMPANY
CORPORATE
SEAL
1919
N. Y.

American-La France Building Company,
By James R. Clarke,
President.

STATE OF NEW YORK, SS
COUNTY OF CHEMUNG

BE IT REMEMBERED, that on this ninth day of April, in the year of our Lord, one thousand nine hundred and twenty-one (1921), before me, Howard M. Keyser, a Notary Public in and for County of Chemung, State of New York, personally appeared Richard E. Kinaman, to me known, who being by me duly sworn according to law on his oath doth depose and make proof to my satisfaction that he is the Secretary of the American-La France Building Company, one of the parties to the foregoing instrument; that he well knows the seal of said corporation; that the seal affixed to the said instrument is the corporate seal of the said corporation; that it was so affixed in pursuance of a resolution of the Directors of said corporation; that James R. Clarke is the President of the said corporation; that he saw the said James R. Clarke, as such President, affix the said seal thereto, sign and deliver said instrument and heard him declare that he signed, sealed and delivered the same as the voluntary act and deed of the said corporation in pursuance of said resolution and that this deponent signed his name thereto at the same time as the subscribing witness.

Subscribed and sworn to
before me this 9th day of April,
1921.

Richard E. Kinaman

Howard M. Keyser.

STATE OF NEW YORK, SS
COUNTY OF CHEMUNG.

Supreme Court for said County, the same being a Court of Record, do hereby certify, that Howard M. Keyser, whose name is subscribed to the certificate of the proor of acknowledgment of the annexed instrument, and thereon written, was at the time of taking such proof or acknowledgment, a Notary Public, in and for said State, dwelling in said County; commissioned and sworn, and duly authorized to take the acknowledgments and proofs of deeds or conveyances for lands, tenements, or hereditaments in said State. And further, that I am well acquainted with the handwriting of such Notary Public and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 11th day of April, 1921.

(L.S.) Hovey E. Copley, Clerk.
By Dep. Clerk.

Received in the Office April 18th, A.D. 1921 at 2:57 P.M.

No. 37

LOUIS LUSTBADER, ET UX
TO
ISIDOR WALKER

THIS INSTRUMENT, Made the eighteenth day of April, A.D. Nineteen hundred and twenty-one, BETWEEN Louis Lustbader and Fanny H. Lustbader, his wife, both of the County of Essex and State of New Jersey, the Grantors, AND Isidor Walker of the City of Newark in the County of Essex and State of New Jersey, the Grantee, WITNESSETH, That the Grantors in consideration of One Dollar and other good and valuable consideration, lawful money of the United States, to them paid by the Grantee the receipt whereof is acknowledged to by these presents Grant, bargain, sell and convey unto the Grantee and his heirs and assigns forever, ALL that certain lot, tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the City of Newark, in the County of Essex and State of New Jersey: BEGINNING in the easterly line of Broadway Avenue at a point therein distant one hundred and ninety five feet northward from the northerly line of Aron Avenue; thence running along the line of Broadway Avenue north twenty four degrees twenty one minutes east thirty five feet; and fourteen one hundredths of a foot to the southerly line of Ross Terrace; thence along the same south sixty seven degrees forty minutes east ninety one feet and thirteen one hundredths of a foot; thence south twenty two degrees twenty minutes west thirty eight feet and fifty four one hundredths of a foot and thence north sixty five degrees thirty nine minutes west ninety four feet

GENERAL MOTORS CORP.
AND
GENERAL ELECTRIC COMPANY
THIS INDENTURE, made the 10th day of June 1942, between General Motors Corporation, a corporation of the State of Delaware, and General Electric Company, a corporation of the State of New York, having its principal place of business at No. 1 River Road, Schenectady, New York,

WITNESSETH: WHEREAS, General Electric Company is the owner of a parcel of land consisting of 6.77 acres on Arlington Avenue in the Town of Bloomfield, Essex County, New Jersey, and has entered into an agreement to convey said land to Defense Plant Corporation, a corporation created by Reconstruction Finance Corporation, pursuant to Section 5d of the Reconstruction Finance Corporation Act, as amended; and WHEREAS, by deed dated April 6, 1921, and recorded April 18, 1921, in Book X 64 of Deeds, Page 373, in the Office of the Register of Deeds in Essex County, New Jersey, The American LaFrance Building Company granted to General Electric Company a right of way ten (10) feet in width for a storm sewer leading from the aforesaid parcel of land to LaFrance Avenue (formerly Brookside Place) across land adjacent to the aforesaid parcel then owned by The American LaFrance Building Company; and WHEREAS, General Motors Corporation has succeeded in title to a portion of said premises subject to said right of way; and WHEREAS, in addition to the storm sewer heretofore constructed along said right of way, General Electric Company has recently constructed a sanitary sewer entirely within the bounds of said right of way.

NOW, THEREFORE, General Motors Corporation in consideration of One (\$1.00) Dollar paid by General Electric Company, receipt of which is hereby acknowledged, has hereby granted, bargained, sold, aliened, released, conveyed and confirmed and by these presents does grant, bargain sell, alien, release, convey and confirm unto General Electric Company and to its successors and assigns forever, an easement to construct, maintain and use a sanitary sewer entirely within the bounds of the aforesaid storm sewer right of way, at a depth of not less than at present located, through a parcel of land in Essex County, New Jersey, more particularly described as follows:

BEGINNING at the southerly corner of property now or formerly of General Electric Company, and in the dividing line between the same and General Motors Corporation said point being distant northwesterly 274.77 feet on a course of north $54^{\circ} 13' 51''$ west from the northwesterly line of LaFrance Avenue (formerly Brookside Place); thence along said dividing line north $37^{\circ} 30' 09''$ east 10 feet; thence south $54^{\circ} 13' 51''$ east 160 feet more or less to the line of land of property now or formerly of Frederick Schill & Company, Inc.; thence along the same southwestwardly to a line drawn parallel to the second mentioned course, and distant southwestwardly 10 feet measured at right angles therefrom; thence along the same north $54^{\circ} 13' 51''$ west 155.06 feet more or less to the point and place of beginning General Motors Corporation, for itself and its successors and assigns, does hereby covenant that it will allow General Electric Company, its successors and assigns, to have such access of ingress and egress as may be necessary for the purpose of constructing, repairing, cleaning and maintaining said sanitary sewer, and General Electric Company, for itself and its successors and assigns, does hereby covenant that it will at all times keep said sewer in repair and will restore the premises of General Motors Corporation to their previous condition after construction, repairing, cleaning and maintaining said sewer and that it will indemnify General Motors Corporation, its successors and assigns, and save them harmless from any and all expenses, claims or damages which may arise as a result of the construction, maintenance and use of said sanitary sewer, it being the intention of the

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Parties that the foregoing covenants shall run with the land.

TO HAVE AND TO HOLD the above granted and described easement unto said General Electric Company, its successors and assigns, to its and their own proper use, benefit and behoof forever.

IN WITNESS WHEREOF, General Motors Corporation and General Electric Company have caused these presents to be signed by their authorized officers and their corporate seals, duly attested, to be affixed hereto, as of the day and year first above written.

Attest

I am Approved
my M. Hogan
St. General
Insel L.W.K.

GENERAL
MOTORS
CORPORATION
CORPORATE
SEAL
1916
NEWARK
N. J.

General Motors Corporation

By W. C. Williams, Jr.

Vice President

Attest:

A. D. Marshall

Assistant Secretary

A. K. Walley

Assistant Secretary

STATE OF MICHIGAN, SS:

COUNTY OF WAYNE

GENERAL
ELECTRIC
COMPANY
LAWS OF N. Y.
CHAP. 323
APRIL 15,
1892

General Electric Company

By H. L. Erlicher

Vice President

BE IT REMEMBERED, That on this 19th day of June, Nineteen hundred and forty-

two, before me the subscriber, a Notary Public, personally appeared J. C. Davidson who being by me duly sworn on his oath, says that he is the Assistant Secretary of General Motors Corporation, the Grantor named in the foregoing Instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation; that the said seal was so affixed and the said Instrument signed and delivered by W. C. Williams, Jr. who as at the date thereof the Vice President of said corporation, in the presence of this deponent, and said Vice President, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors, and that deponent, at the same time, subscribed his name to said Instrument as an attesting witness to the execution thereof.

Sworn and subscribed before me

at Detroit Michigan the date

aforesaid. Louis V. Stewart

My Commission Expires Mar. 5, 1944

LOUIS V.
STEWART
NOTARY
PUBLIC
WAYNE CO.
MICH.

J. C. Davidson

STATE OF MICHIGAN, SS:

COUNTY OF WAYNE

No. B 217977

I, Caspar J. Lingsman, Clerk of the Circuit Court for the County of Wayne, which is a Court of Record, having a seal, DO HEREBY CERTIFY, That Louis V. Stewart whose name is subscribed to the Certificate of Proof of acknowledgment of the annexed instrument and therein written, as, at the time of taking such proof or acknowledgment a Notary Public in and for said County, duly commissioned and qualified and duly authorized to take the same. And, further, That I am well acquainted with the handwriting of such Notary Public, and verily believe that the Signature to the said Certificate of Proof of acknowledgment is genuine. I FURTHER CERTIFY, That said instrument is executed and acknowledged according to the laws of this State.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court and County, at Detroit, this 24th day of June, A. D. 1942.

Caspar J. Lingeman
Clerk
P. L. Euback
Deputy Clerk



STATE OF NEW YORK, SS:
COUNTY OF SCHEMECTADY

before me the subscriber, a Notary Public, personally appeared A. K. Hilley, who being by
Le duly sworn on his oath, says that he is the Assistant Secretary of General Electric Company,
the Grantee named in the foregoing Instrument; that he well knows the corporate seal of said
corporation; that the seal affixed to said Instrument is the corporate seal of said corpora-
tion; that the said seal was so affixed and the said Instrument signed and delivered by H. L.
Ericher who as at the date the said Instrument signed and delivered by H. L.
of this deponent, and said Vice President, at the same time acknowledged that he signed,
sealed and delivered the same as his voluntary act and deed, and as the voluntary act and
deed of said corporation, by virtue of authority from its Board of Directors, and that
deponent, at the same time, subscribed his name to said Instrument as an attesting witness
to the execution thereof.

Sworn and subscribed before me
at Schenectady, New York, the
date aforesaid.

Sylvanus J. Kelly
Notary Public, Schenectady County
Commission Expires March 30, 1943



A. K. Hilley

STATE OF NEW YORK, SS:
COUNTY OF SCHEMECTADY
CLERK'S OFFICE

I, Carroll A. Gardner, Clerk of the
County of Schenectady, and also Clerk
of the Supreme and County Courts, the same

being Courts of Record of the aforesaid County having by law a seal, do hereby certify
that Sylvanus J. Kelly, Esquire, whose name is subscribed to the attached certificate
of acknowledgment, proof or affidavit was at the time of taking said acknowledgment, proof
or affidavit Notary Public duly commissioned and sworn and residing in said county
and was, as such Notary Public an officer of said State duly authorized by the laws thereof
to take and certify the same, as well as to take and certify the proof and acknowledgment of
deeds and other instruments in writing to be recorded in said State, and that full faith
and credit are and ought to be given to his official acts; and I further certify that I am well
acquainted with his handwriting and verily believe the signature to the attached certificate
is his genuine signature.

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

this 23 day of July, A. D., 1942.
189
Carroll A. Gardner
Clerk



Received in the office July 24th, A. D., 1942, at 3:06 P.M.
Recorded at the request of Lawyers Title Guaranty Co. of N. J.

No. 25

GENERAL ELECTRIC COMPANY
TO
DEFENSE PLANT CORP.

THIS INSTRUMENT, Made the 23rd day of
July, 1942, between General Electric
Company, a corporation of the State of
New York, Party of the first part, and

Casper J. Lingeman
Clerk
P. L. Ruback
Deputy Clerk



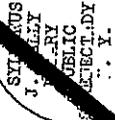
STATE OF NEW YORK, SS:
COUNTY OF SCHENECTADY

BE IT REMEMBERED, That on this 23rd day of June, Nineteen Hundred and Forty-two, before me the subscriber, a Notary Public, personally appeared A. K. Willey, who being by me duly sworn on his oath, says that he is the Assistant Secretary of General Electric Company the Grantee named in the foregoing Instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation; that the said seal was so affixed and the said Instrument signed and delivered by H. L. Felcher who as at the date thereof the Vice President of said corporation, in the presence of this deponent, and said Vice President, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors, and that deponent, at the same time, subscribed his name to said Instrument as an attesting witness to the execution thereof.

Sworn and subscribed before me at Schenectady, New York, the date aforesaid.

Sylvanus J. Kelly

Notary Public, Schenectady County, New York
Commission Expires March 30, 1943



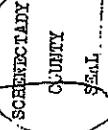
A. K. Willey

STATE OF NEW YORK, SS:
COUNTY OF SCHENECTADY
CLERK'S OFFICE

I, Carroll A. Gardner, Clerk of the County of Schenectady, and also Clerk of the Supreme and County Courts, the same being Courts of Record of the aforesaid County having by law a seal, do hereby certify that Sylvanus J. Kelly, Esquire, whose name is subscribed to the attached certificate of acknowledgment, proof or affidavit was at the time of taking said acknowledgment, proof or affidavit a Notary Public duly commissioned and sworn and residing in said county and was, as such Notary Public an officer of said State duly authorized by the laws thereof to take and certify the same, as well as to take and certify the proof and acknowledgment of deeds and other instruments in writing to be recorded in said State, and that full faith and credit are and ought to be given to his official acts; and I further certify that I am well acquainted with his handwriting and verily believe the signature to the attached certificate is his genuine signature.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 23 day of July, A. D., 1942.

Carroll A. Gardner
Clerk



Received in the office July 24th, A. D., 1942, at 3:06 P.M. No. 25
Recorded at the request of Lawyers Title Guaranty Co. of N. J.

GENERAL ELECTRIC COMPANY
TO
DEFENSE PLANT CORP.

THIS INSTRUMENT, made the 23d day of July, 1942, between General Electric Company, a corporation of the State of New York, party of the first part, and

H/100-472 Rec 7-24-42

Defense Plant Corporation, a corporation created by Reconstruction Finance Corporation pursuant to Section 5d of the Reconstruction Finance Corporation Act, as amended, (U.S.C. 1934 Edition, Supp. W. Title 15, Section 6.6b) to aid the Government of the United States in its National Defense Program, with its principal office located at 811 Vermont Avenue, N. W., in the City of Washington, District of Columbia, party of the second part;

(\$77.75)

WITNESSETH, That the said party of the first part, for and in consideration of Fifty-two Thousand Seventy-five (\$52,175) Dollars, lawful money of the United States of America, to it in hand well and truly paid by the said party of the second part, at or before the selling and delivery of these presents, the receipt hereof is hereby acknowledged and the said party of the first part being therewith fully satisfied, contented and confirmed, has given, granted, bargained, sold, aliened, released, conveyed, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alien, release, convey, convey and confirm unto the said party of the second part and to its successors and assigns, forever, ALL that certain tract or parcel of land and premises, hereinafter particularly described situate, lying and being in the Town of Bloomfield, in the County of Essex and State of New Jersey, bounded and described, as follows:

BEGINNING at a point on the easterly line of Arlington Avenue designated by a stone monument, said point being distant southwardly 546.46 feet measured along the same from the intersection of the said line of Arlington Avenue with the southerly line of the right of way of the Hatching Branch of the Erie Railroad, said point also being the south westerly corner of property of the party of the first part; thence S 51° 43' 16" E along line of lands of party of the first part 780.03 feet; thence N 37° 09' E 360.13 feet; thence N 51° 43' 16" W 664.17 feet to an angle; thence N 82° 57' 25" W 282.61 feet to the aforementioned line of Arlington Avenue; thence along the same S 7° 2' 35" W 251 feet to the point and place of BEGINNING.

SUBJECT to conditions and restrictions of record and to zoning ordinances, if any.

ALSO an easement for the construction, maintenance and operation of a railroad siding over a strip of land of the party of the first part, bounded and described as follows:

BEGINNING at a point on the southerly right of way line of the Hatching Branch of the Erie Railroad, said point being distant 30.71 feet measured westwardly along the same from the intersection of the said right of way line with the easterly line of property of the party of the first part, said beginning point also being distant eastwardly 1279.51 feet measured along the southerly right of way line from the intersection of the same with the easterly line of Arlington Avenue; thence southwestwardly on a curve deflecting to the left with a radius of 344.26 feet, a distance around the arc of 324.11 feet to a point of tangency; thence S 15° 27' 55" W 63.92 feet to a point of curve; thence southwestwardly on a curve deflecting to the right with a radius of 374.26 feet, a distance around the arc of 143.86 feet to a point of tangency; thence S 37° 30' 09" W 211.87 feet to a point of a curve; thence southwestwardly on a curve deflecting to the right with a radius of 317.84 feet, a distance around the arc of 187.79 feet to the northwesterly line of the premises hereinabove first described; thence along the same N 51° 43' 16" W 166.62 feet thence northeastwardly on a curve deflecting to the left with a radius of 287.94 feet a distance around the arc of 191.17 feet to a point of tangency; thence N 37° 30' 09" E 210.87 feet to a point of curve; thence northeastwardly on a curve deflecting to the left with a radius of 344.26 feet a distance around the arc of 152.42 feet to a point of tangency; thence N 15° 27' 55" E 63.92 feet to a point of curve; thence northeastwardly on a curve deflecting to the right with a radius of 374.26

feet a distance around the arc of 288.11 feet to the aforementioned right-of way line of the Erie Railroad; thence along the same S 89° 37' 25" E 68.46 feet to the point and place of BEGINNING.

The party of the first part reserving, however, a right for itself and its successors in title, to use said railroad sidin' in common with the party of the second part, and its successors in title, for the purpose of serving the property of the party of the first part adjoining on the north the parcel hereinabove first described.

TOGETHER with all right, title and interest of the party of the first part in and into an easement for the construction, maintenance and use of a storm sewer serving the premises hereinabove first described and crossing lands formerly of the American LaFrance Building Company and now owned in part by Frederick Schill & Company, Inc.; or the party of the second part, and in part by General Motors Corporation; said easement being that easement described in and designated as "Right of way for the Second Branch" in agreement between American LaFrance Building Company and General Electric Company, dated April 6, 1921, and recorded in Book Y 64 of Deeds at Page 373 in the Office of the Register of Deeds in Essex County, New Jersey; and all right, title, and interest of the party of the first part in and to an easement for the construction, maintenance and use of a sanitary sewer serving the premises hereinabove first described crossing lands of General Motors Corporation within the bounds of a portion of said storm sewer right of way, as described by agreement, dated Tenth day of June, 1942, between General Motors Corporation and General Electric Company, said agreement being recorded on or about the time of the recording of this deed. The parcel of land owned by General Motors Corporation, subject to the easements aforesaid for both a storm sewer and a sanitary sewer, is more particularly described as follows:

BEGINNING at the southerly corner of property now or formerly of General Electric Company, and in the dividing line between the same and General Motors Corporation, said point being distant northwesterly 274.77 feet on a course of north 54° 13' 51" west from the northwesterly line of LaFrance Avenue (formerly Brookside Place); thence along said dividing line north 37° 30' 49" east 10 feet; thence south 54° 13' 51" east 160 feet more or less to the line of land of property now or formerly of Frederick Schill & Company, Inc.; thence along the same southwestwardly to a linedrawn parallel to the second mentioned course, and distant southwestwardly 10 feet, measured at right angles therefrom thence along the same north 54° 13' 51" west 155.66 feet more or less to the point and place of BEGINNING.

ALL descriptions in this deed are in accordance with survey made by W. Hudson Mills, Civil Engineer and Surveyor, dated April 3, 1942. *

TOGETHER with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining:

ALSO, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof,

TO HAVE AND TO HOLD, all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever: AND the said party of the first part covenantants with the said party of the second part that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

IN WITNESS WHEREOF, the said party of the first part hath caused its corporate

to be signed by its Vice President, the day and year first above written

Attest:

A. D. Marshall
Assistant Secretary

General Electric Company
By Chester H. Lang
Vice President

GENERAL
ELECTRIC
COMPANY
LAWS OF N. Y.
CHAP. 323
APRIL 15,
1892

J.P.E.

STATE OF NEW YORK, SS:
COUNTY OF SCHEMECTADY

BE IT REMEMBERED, That on this 23rd day of July 1942, before me the subscriber, a Notary Public in and for said county and state, personally appeared A. D. Marshall who being by me duly sworn on his oath, says that he is the Assistant Secretary of General Electric Company, the Grantor named in the foregoing Instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation; that the said seal was so affixed and the said Instrument signed and delivered by Chester H. Lang who was at the date thereof a Vice President of said corporation, in the presence of this deponent, and said Vice President, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors, and that deponent, at the same time, subscribed his name to said Instrument as an attesting witness to the execution hereof.

Sworn and subscribed before me
at Schemectady, New York the date
aforesaid
Sylvanus J. Kelly
Notary Public, Schemectady County
Commission Expires March 31, 1943

SYLVANUS
J. KELLY
NOTARY
PUBLIC
SCHEMECTADY
CO. N. Y.

A. D. Marshall

STATE OF NEW YORK, SS:
COUNTY OF SCHEMECTADY
CLERK'S OFFICE

I, Carroll A. Gardner, Clerk of the County of Schemectady, and also Clerk of the Supreme and County Courts, the same being Courts of

Record of the aforesaid County, having by law a seal, do hereby certify that Sylvanus J. Kelly, Esquire, whose name is subscribed to the attached certificate of acknowledgment, proof or affidavit was at the time of taking said acknowledgment, proof or affidavit Notary Public duly commissioned and sworn and residing in said county and was as such Notary Public an officer of said State duly authorized by the laws thereof to take and certify the same, as well as to take and certify the proof and acknowledgment of deeds and other instruments in writing to be recorded in said State, and that full faith and credit are and ought to be given to his official acts; and I further certify that I am wellacquainted with his handwriting and verily believe the signature to the attached certificate is his genuine signature.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
this 23rd day of July, A. D., 1942.
188
Carroll A. Gardner
Clerk

SCHEMECTADY
COUNTY
SEAL

Received in the office July 24th, A. D., 1942, at 3:16 P.M. No. 26
Recorded at the request of Lawyers Title Guaranty Co. of N. J.

STATE OF NEW JERSEY, SS
COUNTY OF ESSEX

Thousand Nine Hundred and forty two before me, the undersigned, a Notary Public of New Jersey, personally, Carl W. Bush and Christine Bush, his wife, individually, Edmund Goerke and Frederick W. Thoben, Executors of and Trustees under the Last Will and Testament of Walter Goerke, deceased, and Helen Goerke, widow of Walter Goerke, deceased who, I am satisfied are the grantors named in the within Indenture, to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same of their voluntary act and deed, for the uses and purposes therein expressed.

Lillian C. Hodasz, a Notary Public of New Jersey.

received in the office July 20, 1942, at 2:16 P. M. No. 96
recorded at the request of Milton L. Unger.

FREDERICK SCHILL & CO.

TO

DEFENSE PLANT CORPORATION

THIS INDENTURE, made the 27th day of July 1942 between Frederick Schill & Co., a

corporation of the State of New Jersey, party

of the first part, and Defense Plant

Corporation, a corporation created by

Reconstruction Finance Corporation pursuant

to Section 5d of the Reconstruction Finance

Corporation Act, as amended (U.S.C. 1534

Edition, Supp. V title 15 Section 606b) to aid the Government of the United States in its national defense program, with its principal office located at 811 Vermont Avenue, N.W.

in the City of Washington, District of Columbia party of the second part; WITNESSETH,

That said party of the first part for and in consideration of the sum of five hundred

forty dollars (\$540.00) lawful money of the United States of America, to it in hand well

and truly paid by the said party of the second part, at or before the sealing and delivery

of these presents, the receipt whereof is hereby acknowledged and the said party of the

first part being therewith fully satisfied contented and paid, has given, granted, bargained

sold, aliened, released, unfeoffed, conveyed and confirmed and by these presents does give,

grant, bargain, sell, alien, release, unfeoff, convey and confirm unto the said party of the

second part, and its successors, and assigns forever, all that certain tract or parcel of

land and premises, hereinafter particularly described, situated, lying and being in the Town

of Bloomfield, in the County of Essex and State of New Jersey bounded and described as

follows:

BEGINNING at a point on the Northwesterly

line of LaFrance Avenue (formerly Brookside Place) said point being distant North-

eastwardly 428.40 feet from the Northeastorly line of Beardsley Avenue; thence Northeast-

wardly along said line of La France Avenue on a curve deflecting to the right with a

radius of 253.75 feet, a distance of 21.60 feet; thence North 49 degrees 45 minutes 35 seconds

West 120.15 feet to line of land of General Motors Corporation; thence along the same

Southwestwardly on a curve deflecting to the left with a radius of 353.75 feet, a distance

of 29.15 feet; thence South 54 degrees 13 minutes 51 seconds East 119.71 feet to the

above mentioned line of La France Avenue and the point and place of Beginning.

The above description being in accordance with a survey made by W. Hudson Mills, Civil Engineer & Surveyor, dated April 3, 1942.

Reserving However, to the said party of the first part, its successors and assigns the right to use said land and premises for the purposes of a driveway, for ingress and

J. I. 100-427 REC 7-30-42

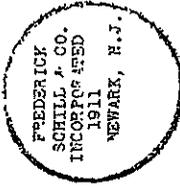
gress, to the adjoining premises owned by said party of the first part, subject, however to the paramount and superior right of the party of the second part, its successors and assigns, to dig up and excavate said land and premises and to lay, construct, operate, maintain and repair, from time to time, underground pipes, conduits and necessary appurtenances for storm and sanitary sewers.

TOGETHER with all and singular the houses, buildings, trees, ways, waters, profits, privileges and advantages with the appurtenances to the same belonging or in any way pertaining; ALSO, all the estate, right, title, interest, property, claim and demand whatever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof; TO HAVE AND TO HOLD all and singular the above described land and premises with the appurtenances, unto the said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever;

AND the said party of the first part covenants with the said party of the second part that the party of the first part has not done or suffered anything to be done whereby the said premises have been encumbered in any way whatever.

IN WITNESS WHEREOF, the said party of the first part has caused its corporate seal to be hereunto affixed and attested by its Secretary, and these presents to be signed by its Vice President the day and year first above written.

Attest:
Hilmar Schill
Secretary



Frederick Schill & Co.
By Edward Schill, Vice President

STATE OF NEW JERSEY, SS:
COUNTY OF ESSEX

BE IT REMEMBERED, that on this 27th day of July, 1942 before me the subscriber, An

Attorney at Law of New Jersey personally appeared Hilmar Schill who being by me duly sworn on his oath, says that he is the Secretary of Frederick Schill & Co., the grantor named in the foregoing instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that the said seal was so affixed and the said instrument signed and delivered by Edward Schill who was on the date thereof the Vice President of said corporation, in the presence of this grantor, and said Vice President at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed and as the voluntary act and deed of said corporation by virtue of authority from its board of directors and that document at the same time subscribed his name to said instrument as attesting witness to the execution thereof.

Sworn and subscribed before me

at Irvington, N.J. the date aforesaid Hilmar Schill
Charles S. Ginsburg

An Attorney at Law of New Jersey

Received in the office July 30th, A.D. 1942 at 2:07 P.M. No. 40

Recorded at the request of Lawyers Title Guaranty Company of New Jersey

SAUEL A. WOODRICH ET AL

TO

JOSEPH L. KEE ET UX

THIS INSTRUMENT, made the 29th day of July, 1942, in the year of our Lord one thousand nine hundred and forty two, by and between FREDERICK SCHILL & CO. INCORPORATED and SAUEL A. WOODRICH, his wife and Libbie T. Goodrich, his wife residing at 301 West Jersey Street of the

THIS INSTRUMENT made this 21st day of August, 1962, *Delaware*

between METRO-GOLDWIN-MAYER INC. (formerly known as Loew's Incorporated), a corporation of the State of Delaware, party of the first part, and ESSEX BOWL-O-MAT, INC., a corporation of the State of New Jersey, party of the second part:

W I T N E S S E T H :

WHEREAS, the party of the first part is the owner of certain lands in the Town of Bloomfield, County of Essex and State of New Jersey fronting on the easterly line of Arlington Avenue, including the easement and right to use and maintain certain sanitary and storm sewers extending southeasterly from said lands, and

WHEREAS, the party of the second part is the owner of a tract of land lately owned by Frank and Vincent Visceglia, consisting of approximately 3.44 acres, which tract is located on the Northeasterly boundary line of lands of the party of the first part; now,

THEREFORE, the said party of the first part, for and in consideration of the sum of One Dollar and other valuable consideration, in hand paid, by the party of the second part, the receipt whereof is hereby acknowledged, hereby grants and conveys to the party of the second part, its successors and assigns, the right and easement to construct, operate, use and maintain sanitary and storm sewers for the use and benefit of said 3.44 acre tract, within and under that part of the said lands of the party of the first part, particularly described as follows:

BEGINNING at the Southeast corner of said lands of Essex Bowl-O-Mat, Inc., being Lot 78 Block 63, on the tax map of said Town of Bloomfield, thence running (1) South 45 degrees 5 1/2 minutes West 360.03 feet along dividing line between lands now or formerly of 55 LaFrance Corp. and lands of Loew's, Inc., thence (2) along dividing line of lands of Loew's Inc., and lands now or formerly of the Town of Bloomfield, North 43 degrees 21 minutes 19 seconds West 8 feet, thence (3) North 45 degrees 52 minutes East 360.03 feet through lands of Loew's Inc. to lands of Essex Bowl-O-Mat, Inc., thence (4) along dividing line between lands of Essex Bowl-O-Mat, Inc. and lands of Loew's Inc. South 43 degrees 21 minutes 19 seconds East 8 feet to point and place of BEGINNING.

Said right and easement shall include the right and privilege to connect such sanitary and storm sewers to the first mentioned sanitary and storm sewers extending southeasterly from said lands of the party of the first part and to use same as part of the same system of sewers.

Reserving, however, to the party of the first part, its successors and assigns, the right and privilege to connect its own sewers, now or hereafter constructed, to said sewers to be constructed by the party of the second part, with the right and easement to use same in common.

The right and easement hereby granted shall include the right to install, construct, build, rebuild, replace, reconstruct, and repair such sanitary and storm sewer pipes and appurtenances under and through said lands; the right to lay materials, tools and equipment thereon and upon premises immediately adjacent thereto; the right by the party of the second part, its servants, agents, employees, contractors and licensees, of ingress and egress into, upon and from said lands and across other lands of the owner when necessary for the purposes hereof, until the completion

of said improvements, and at all times such further right of ingress and egress as aforesaid for the purpose of maintaining, operating, repairing, rebuilding, reconstructing and replacing the said sanitary and storm sewer pipes and appurtenances; and such other rights as shall be necessary for the reasonable and proper exercise and use of such grant; provided however, that all of the foregoing shall be done by the party of the second part at its own cost and expense and in compliance with all municipal and governmental rules and regulations and at such time and in such manner as will not interfere with the business or operations of the party of the first part.

The party of the second part shall, upon the completion of the said work, remove all materials, tools, buildings and debris therefrom, and that the surface of the said lands shall be left in the same condition as may have been prior to the said use.

The party of the first part, its successors and assigns, shall have the right to use the surface of the aforesaid premises, and covenants and agrees that except as hereinafter stated it will not erect or cause to be erected, installed or placed upon the premises described or any part thereof, nor will the said party of the first part permit the erection, installation or placing thereon of any building or structure except such building or structure which will not interfere with the maintenance, operation and use of the rights herein granted.

However, the party of the first part, for itself, its successors and assigns, reserves the right at any time to erect any building or structure upon the lands above particularly described notwithstanding same may interfere with or completely prevent the use and maintenance of the said sewers to be constructed by the party of the second part, but only upon the condition that notice of the intention to exercise such right, with a reasonable period for relocation of said sewers, be given to the party of the second part, and the party of the first part shall grant to the party of the second part, its successors and assigns, an easement, in lieu of the easement herein granted, over other lands of the party of the first part, for the same purposes and with the same rights and privileges as herein granted and the party of the first part, its successors and assigns, hereby agrees to execute and deliver any instruments necessary for that purpose.

By the acceptance of this grant, the party of the second part, its successors and assigns, agrees that it shall at its own cost and expense properly construct and maintain the said sewers to be constructed by it in good order and condition and shall indemnify and save harmless the said party of the first part, its successors and assigns, as to any loss or damage arising from the failure of the party of the second part so to do.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by its proper corporate

BOOK 3827 PAGE 408

officers and the proper corporate seal to be hereto affixed, the day and year first above mentioned.



METRO-GOLDWIN-MAYER, INC.
Ray M. Walker
Vice-President

ATTEST:
Henry J. Lemp
Clerk Secretary

ESSEX BOWL-O-MAT, INC.

BY *J. P. ...*

ATTEST:
Henry J. Lemp
Secretary



REGISTER

ESSEX COUNTY, MASS.
REGISTER'S OFFICE
20 10 59 AM '63

N 43° 02' 19" W TO ARLINGTON AVE →
Hatched Area 8' Wide Sewer Easement
Proposed 8" Sewer
Proposed H.H.
N 43° 21' 19" W
360.03'
360.03'
N 45° 02' 19" E
N 45° 02' 19" E
Lot 13
N 43° 02' 19" W

LOT 80 M 6 H
LOWE'S INC.

W. J. & L. COMBES, JR. & SONS
MAY 19, 1962
H/F 58 LA TRANCE AVE CORP
BOONFIELD W
SCALE 1" = 60'

N 45° 02' 19" W TO ARLINGTON AVE →

Proposed 8" Sewer
Proposed H.H.
N 43° 02' 19" W



NOTARY PUBLIC, NEW JERSEY
20 Exchange Place, Newark, N. J.

BOOK 3927 PAGE 410

STATE OF NEW JERSEY,
COUNTY OF PASSAIC

BE IT REMEMBERED that on this 19th day of March
in the year One Thousand Nine Hundred and sixty-three before me, the subscriber
A Notary Public of New Jersey.
personally appeared George Dimond

who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction, that he
is the Secretary of Essex Bowl-D-Mat, Inc.

that the party of the second part named in the within instrument;
Joseph R. Richliano 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 said 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.

Sworn to and subscribed before me,
at Paterson, N. J.
the date of this day of March 1963.



George Dimond
George Dimond

AGREEMENT made this / 5th day of July, 1966 by and be-

tween

55 La France Avenue Corporation, a New Jersey corporation, with offices at 55 La France Avenue, Bloomfield, New Jersey (Party of the First Part)

and

Air Products and Chemicals, Inc., a Delaware corporation, with offices in Allentown, Pennsylvania, (Party of the Second Part).

WHEREAS the instrument recorded in Deed Book Y 64 at page 373 in the Register of Deeds Office of Essex County dated April 6, 1921 between American La France Building Corporation, a New York corporation, and General Electric Corporation, a New York corporation, creates an easement for a storm and waste water sewer in favor of the successors and assigns of the General Electric Corporation across the lands of American La France Building Corporation;

WHEREAS the Party of the First Part is a successor in title to American La France Building Corporation; and

WHEREAS the Party of the Second Part desires to construct a sanitary sewer line in the existing easement for a storm and waste sewer described as Tract 1 under Bloomfield Premises in the above-mentioned instrument and more fully described and delineated on Exhibit A attached hereto;

DESCRIPTION OF 10' SEWER RIGHT OF WAY ON LANDS OF 55

LaFRANCE CORP.

Premises in the Town of Bloomfield, Essex County, New Jersey

BEGINNING at a point in the northerly line of LaFrance Avenue distant 262.62 feet westerly from the westerly line of Bloomfield Avenue; from thence (1) along the said line of LaFrance Avenue South 70 degrees 46 minutes West 10.03 feet; thence (2) North 24 degrees 1 minute West 37.43 feet; thence (3) South 48 degrees 12 minutes East 24.41 feet; thence (4) South 24 degrees 1 minute East 16 feet to the northerly line of LaFrance Avenue and the point and place of BEGINNING.

BEGINNING at a point on the dividing line between lands of 55 LaFrance Corp. on the West and Lands of Helen Sodowick, Norma and Leo Saiz, Partners, trading as Glenbrad Company, on the East, and which beginning point is located by the following 4 courses from a point in the northerly line of LaFrance Avenue distant 262.62 feet westerly from the westerly line of Bloomfield Avenue; thence North 24 degrees 1 minute West 16 feet; thence North 48 degrees 12 minutes West 24.41 feet; thence North 24 degrees one minute West 90.15 feet; thence North 42 degrees 0 minutes West 124.26 feet to the beginning corner of the Right of Way herein described; from thence (1) North 42 degrees West 68.92 feet; thence (2) North 45 degrees 46 minutes East 45.09 feet to lands of Erie-Lackawanna Railroad Company; thence (3) along the same South 81 degrees 21 minutes 30 seconds East 12.54 feet; thence (4) South 45 degrees 46 minutes West 43.04 feet; thence (5) South 42 degrees East 71 feet more or less to the dividing line between lands of 55 LaFrance Corp. and lands of Glenbrad

(V)

thence (6) along the same in a westerly direction on a curve to the left with a radius of 430.68 feet for a distance of 10 feet or more to the point and place of BEGINNING.

(V) 5

NOW THEREFORE, in consideration of One (\$1.00) Dollar and other good and valuable consideration the Party of the First Part for itself, its successors and assigns hereby

amends and modifies the instrument above referred to, and

RECEIVED & RECORDED
REGISTER'S OFFICE
ESSEX COUNTY, N. J.
APR 27 3 52 PM '66
REGISTER

hereby grants and conveys to the Party of the Second Part, its successors and assigns the right to construct within

the bounds of the property described on Exhibit A a

sanitary sewer line not exceeding 6" in diameter upon the conditions that the Party of the Second Part shall ^{give prior written notice to the Party of the First Part of its intention to con-} ~~construct~~ ^{struct} said sewer line; (ii) maintain said sewer line and

for that purpose shall have the right to enter upon the

lands of the Party of the First Part and do all things

necessary or desirable to maintain said sewer line;

(iii) indemnifies and saves harmless the Party of the First

Part from any and all losses resulting from the construction

of said sanitary sewer line; (iv) relocate at its own

expense said sanitary sewer line if requested to do so by

the Party of the First Part in connection with any building

or improvements made by Party of the First Part; and

(v) make available to the Party of the First Part facilities

for tying into said sanitary sewer line at the point

designated on Exhibit A attached hereto.

Except as modified herein the terms of the easement

heretofore granted in the instrument above referred to

shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused

this instrument to be signed, sealed and delivered by their

duly authorized corporate officers on the day and year

above written.

Witness my hand and seal this 11th day of August, 1958.

(Corporate Seal)

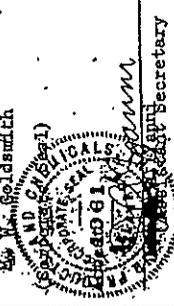
By: *Robert Goldsmith*
President



55 La Plance Avenue Corporation
By: *Robert Goldsmith*
President
Robert Goldsmith

By: *John H. Arnold*
Vice President

John H. Arnold
Vice President



Air Products and Chemicals, Inc.
By: *John H. Arnold*
Vice President
John H. Arnold

BOOK 1186 PAGE 28

STATE OF NEW JERSEY }
COUNTY OF ESSEX } ss.:

BE IT REMEMBERED, That on this 1st day of July, 1966, before me the subscriber, a Notary Public of the State of New Jersey personally appeared M. W. Goldsmith who being by me duly sworn on his oath, says that he is the Secretary of 55 La France Avenue Corporation the Owner named in the foregoing Instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation and that the said seal was so affixed and the said Instrument signed and delivered by Robert Goldsmith who was a Director of said corporation, at the same time and place of this deponent, and said President, at the same time and place, acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors, and that deponent, at the same time, subscribed his name to said Instrument as an arresting witness to the execution thereof.

M. W. Goldsmith
M. W. GOLDSMITH

Subscribed and sworn to before me at *Essex*, New Jersey the date aforesaid.

Evelyn Sellner



BODY

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF LEHIGH) ss.:

BE IT REMEMBERED, that on the 10th day of before me, the subscriber, a Notary Public of the of Pennsylvania, in and for the County of Lehigh aforesaid, personally appeared Joseph A. Yenni to me know, and who by me being duly sworn according on his oath does depose and make proof to my satisfaction he is Assistant Secretary of Air Products Chemicals, Inc. the party named in the foregoing instrument that he well knows the seal of said corporation; that affixed by virtue of authority from the Board of Directors of the said corporation; that John H. Arnold President of the said corporation; that he saw the seal thereto, sign and deliver the said instrument him declare that he signed, sealed and delivered the the voluntary act and deed of the said corporation, of such authority, and that his deponent signed his thereto, at the same time as a subscribing witness.

271-N. J. Deed-Buyers and Sale-
Competition to Ind. or Corp.
(Chapter 49, Laws of 1965, approved June 3, 1968)

BOX 4354 N.E. 992
US District Court
Trenton, N.J.

Essex Press, Law Book Publishers, Print Assn., N. J.
Trust-Exec' Law Firm
Trade Mark Registered

Miss Adventure, made the

day of August 31st
in the year One Thousand Nine Hundred and Seventy-One

METRO-GOLDWYN-MAYER, INC.,

RECEIVED & RECORDED
REGISTER'S OFFICE
ESSEX COUNTY, N. J.
SEP 8 12 24 PM '71
REGISTER

COUNTY OF ESSEX
CONSIDERATION \$750,000
REALTY TRANSFER TAX \$710

a corporation duly organized and existing under and by virtue of the laws of the State of Delaware having its principal office in the City of Culver City County of Los Angeles and State of California hereinafter referred to as the Grantor;

And

SILENT HOIST & CRANE CO., INC., A New York Corporation
Having its Principal Office at 841 - 63 RD ST. BROOKLYN NY

Witnesseth, That the said grantor, for and in consideration of SEVEN HUNDRED FIFTY THOUSAND (\$750,000.00) DOLLARS hereinafter referred to as the Grantee:

lawful money of the United States of America, to it in hand well and truly paid by the said grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said grantor being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, released, conveyed, confirmed and confirmed, and by these presents does give, grant, bargain, sell, alien, release, enforce, convey and confirm unto the said grantee, and to its assigns, forever,

All those tract s or parcel s of land and premises, hereinafter particularly described, situate, lying and being in the Town of Bloomfield and State of New Jersey in the County of Essex

PARCEL 1:

BEGINNING at a point on the Easterly line of Arlington Avenue designated by a stone monument, said point being distant Southwardly 546.46 feet measured along the same from the intersection of the said line of Arlington Avenue with the Southerly line of the right-of-way of the Watching Branch of the Erie Railroad, said point also being the Southwesterly corner of property now or formerly of General Electric Company; thence South 51 degrees 43 minutes 10 seconds East along line of lands now or formerly of General Electric Company 780.03 feet; thence North 37 degrees 30 minutes 09 seconds East 360.03 feet; thence North 51 degrees 43 minutes 10 seconds West 664.07 feet to an angle; thence North 82 degrees 57 minutes 25 seconds West 282.00 feet to the aforementioned line of Arlington Avenue; thence along the same South 7 degrees 02 minutes 35 seconds West 250 feet to the point and place of BEGINNING.

ALSO an easement for the construction, maintenance and operation of a railroad siding over a strip of land of General Electric Company bounded and described as follows:

Beginning at a point on the Southerly right-of-way line of the Watching Branch of the Erie Railroad, said point being distant 30.71 feet measured Westwardly along the same from the intersection of the said right-of-way line with the Easterly line of property now or formerly of General Electric Company said beginning point also being distant Eastwardly 1279.51 feet measured along the said Southerly right-of-way line from the intersection of the same with the Easterly line of Arlington Avenue; thence Southwardly

on a curve deflecting to the left with a radius of 344.26 feet a distance around the arc of 324.11 feet to a point of tangency; thence South 15 degrees 27 minutes 55 seconds West 63.92 feet to a point of curve; thence Southwestwardly on a curve deflecting to the right with a radius of 374.26 feet, a distance around the arc of 143.96 feet to a point of tangency; thence South 37 degrees 30 minutes 09 seconds West 210.87 feet to a point of a curve; thence Southwestwardly on a curve deflecting to the right with a radius of 317.94 feet, a distance around the arc of 187.79 feet to the Northeastly line of the premises hereinabove first described; thence along the same North 51 degrees 43 minutes 10 seconds West 36.62 feet; thence Northeastwardly on a curve deflecting to the left with a radius of 287.94 feet a distance around the arc of 190.07 feet to a point of tangency; thence North 37 degrees 30 minutes 09 seconds East 210.87 feet to a point of curve; thence Northeastwardly on a curve deflecting to the left with a radius of 344.26 feet a distance around the arc of 132.42 feet to a point of tangency; thence North 15 degrees 27 minutes 55 seconds East 63.92 feet to a point of curve; thence Northeastwardly on a curve deflecting to the right with a radius of 374.26 feet a distance around the arc of 288.11 feet to the aforementioned right-of-way line of the Erie Railroad; thence along the same South 89 degrees 37 minutes 25 seconds East 68.46 feet to the point and place of Beginning.

General Electric Company reserving, however, a right for itself and its successors in title to use said railroad siding in common with Defense Plant Corporation and its successors in title, for the purpose of serving the property of General Electric Company adjoining on the North the parcel hereinabove first described.

Together with all right, title and interest of party of the first part in and to easement for construction, maintenance and use of a storm sewer serving the premises first above described as more particularly set forth in agreement between American La-France Building Company and General Electric Company, dated April 6, 1921 and recorded in Book Y-64 page 373 of Deeds for Essex County.

Together with easement for sanitary sewer described in Indenture made by General Motors Corporation, a corporation of the State of Delaware, and General Electric Company, a corporation of the State of New York, dated June 10, 1942, and recorded July 24, 1942 in the Essex County Register's Office in Book H-100 page 470, and described as follows:

Beginning at the Southerly corner of property now or formerly of General Electric Company and in the dividing line between the same and General Motors Corporation, said point being distant Northwestwardly 274.77 feet on a course of North 54 degrees 13 minutes 51 seconds West from the Northwestly line of LaFrance Avenue (formerly Brookside Place); thence along said dividing line North 37 degrees 30 minutes 09 seconds East 10 feet; thence South 54 degrees 13 minutes 51 seconds East 160 feet, more or less, to the line of land of property now or formerly of Frederick Schill & Company, Inc.; thence along the same Southwestwardly to a line drawn parallel to the second mentioned course and distant Southwardly 10 feet measured at right angles therefrom; thence along the same North 54 degrees 13 minutes 51 seconds West 155.06 feet, more or less, to the point and place of Beginning.

(DESCRIPTION CONTINUED ON RIDER ANNEXED HERETO)

BOOK 4384 PAGE 994

RIDER ANNEXED TO DEED BETWEEN METRO-GOLDWYN-MAYER, INC. and
SILENT HOIST & CRANE CO., INC.

(DESCRIPTION CONTINUED)

PARCEL 2:

BEGINNING at a point on the Northwesterly line of La France Avenue (formerly Brookside Place), said point being distant Northwardly 428.40 feet from the Northwesterly line of Beardsley Avenue; thence Northeastwardly along said line of La France Avenue on a curve deflecting to the right with a radius of 253.75 feet a distance of 21.60 feet; thence North 49 degrees 45 minutes 35 seconds West 120.15 feet to line of land of General Motors Corporation; thence along the same Southwestwardly on a curve deflecting to the left with a radius of 353.75 feet, a distance of 29.15 feet; thence South 54 degrees 13 minutes 51 seconds East 119.71 feet to the aforementioned line of La France Avenue and the point and place of BEGINNING.

Subject to reservation of General Electric Company, a corporation of New York, to use railroad siding as contained in deed by General Electric Company to Defense Plant Corporation, dated July 23, 1942 and recorded in Book H-100 page 472.

Subject to reservation contained in Deed from Frederick Schill & Co., a corporation of New Jersey, to Defense Plant Corporation, a corporation created by Reconstruction Finance Corporation pursuant to Section 5d of the Reconstruction Finance Corporation Act, as amended, (U.S.C. 1934 edition, Supp. V, Title 15, Section 606B) to aid the Government of the United States in its national defense program, dated July 27, 1942 and recorded July 30, 1942 in Book I-100 page 427.

Subject to easements contained in an Indenture dated September 21, 1962 from Metro-Goldwyn-Mayer, Inc., a corporation of the State of Delaware to Essex Bowl-O-Mat, Inc., a corporation of the State of New Jersey, recorded March 20, 1963 in Book 3927, page 404 in the Essex County Register's Office.

Being the same premises conveyed by deed to Grantor dated July 25, 1946 and recorded July 26, 1946 in Book D-108, page 135 in the Essex County Register's Office, said Grantor then being known as Loew's Incorporated, the name of which was changed to Metro-Goldwyn-Mayer, Inc., the named Grantor herein, on March 2, 1960.

Whichever with all and singular the houses, buildings, tracts, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining:

Also, all the estate, right, title, interest, property, claim and demand whatsoever, of the said grantor, of, in and to the same, and of, in and to every part and parcel thereof.

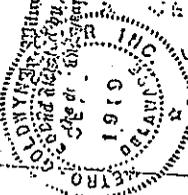
On Here and in Here all and singular the above described land and premises, with the appurtenances, unto the said grantees, Silent Hoist & Crane, and assigns, such as the said grantees, Silent Hoist & Crane, and assigns, to the said grantees, Silent Hoist & Crane, and assigns forever.

And the said grantor Metro-Goldwyn-Mayer, Inc.

for itself, its successors and assigns, does covenant, promise and agree to and with the said grantees, Silent Hoist & Crane Co., Inc.

and assigns, that it has not made, done, committed, executed or mentioned any act or acts, thing or things whatsoever, whereby or by means whereof the above shall or may be impeached, charged, or annulled, in any manner or way whatsoever.

Witness My hand, the said grantor hath caused its corporate seal to be hereto affixed and signed by its Vice President



METRO-GOLDWYN-MAYER, INC.

By *Frank E. Rosenfeld* Vice President

Frank E. Rosenfeld G. Clark Ramsay

Secretary

G. Clark Ramsay

FRK

This deed prepared by Stephen Schnitzer, Esq.

State of CALIFORNIA }
County of LOS ANGELES } ss:

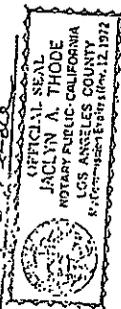
I, the undersigned, Notary Public of the State of California, do hereby certify that on this 31st day of August 1935, personally appeared Bernard Segelin, before me,

who, being by me duly sworn on his oath, both depose and make proof to my satisfaction, that he is the Secretary of the Metro-Goldwyn-Mayer, Inc.

that *FRK* the Grantor Frank E. Rosenfeld, G. Clark Ramsay named in the within instrument, has been duly authorized by a proper resolution of the board of directors of this instrument, and is such corporate act and was thereto affirmed, and the seal affixed to said instrument by said Vice 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 attesting witness, and that the full and actual consideration paid or to be paid for the transfer of title to realty aforesaid by the within deed, as such consideration is defined in P.L. 1933, c. 49, Sec. 1 (C), is \$1,000,000.00.

Sworn to and attested before me at Culver City, California, the date aforesaid.

Bernard Segelin
Bernard Segelin



STATE OF CALIFORNIA } ss.
County of Los Angeles }

BOOK 4384 PAGE 996

(N.J.)

J. WILLIAM G. SHART, County Clerk and Clerk of the Superior Court of the State of California for the County of Los Angeles, which Court is a Court of record, being by law a part, do hereby certify that

Jacklyn B. DeLoe

whose name is subscribed to the certificate of ~~fact~~ ^{deposition} of the annexed instrument, was at the time of making the same a ~~Notary Public~~ ^{Notary Public} in and for LOS ANGELES COUNTY, duly commissioned and sworn, and qualified to act as such; that as such Notary Public she was at the time of making and signing the same duly authorized by the laws of the State of California to take the oaths, depositions and proofs of debts or contracts, to read, interpret and administer the same; to take depositions and affidavits; and to administer oaths of affirmations; that the certificate of such officer is required to be under seal; that the impression of his official seal is not required by law to be on file in the office of the County Clerk;

I further certify that I am well acquainted with the handwriting of *Jacklyn DeLoe* and verify and believe the signature to the annexed instrument is genuine.

WJW
BY TESTIMONY WHEREOF, I have hereunto set my hand and annexed the seal of the Superior Court of the State of California for the County of Los Angeles, this *13th* day of *August* 19 *74*.

County Clerk and Clerk of the Superior Court of the State of California for the County of Los Angeles.

4584 PAGE 97 1/2

RECEIVED & RECORDED
REGISTER'S OFFICE
ESSEX COUNTY, N.J.

OCT 17 10 59 AM '77

REGISTER

THIS INDENTURE, made this 31st day of August, nineteen hundred and Seventy Seven (1977), between Public Service Electric and Gas Company, a corporation having its office at 80 Park Place, Newark, New Jersey, hereinafter called "Electric", and Essex Electric and Telephone Company, Inc. (Formerly Silent Holst & Crane, Inc.) a Corporation of the State of New York, having its office 941 63rd Street, New York, New York, hereinafter called "Owner", and

Public Service Electric and Gas Company, a corporation having its office at 80 Park Place, Newark, New Jersey, hereinafter called "Electric", and Essex Electric and Telephone Company, Inc. (Formerly Silent Holst & Crane, Inc.) a Corporation of the State of New York, having its office 941 63rd Street, New York, New York, hereinafter called "Owner and Electric")

WITNESSETH:

Owner for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America to be in hand paid by Electric and Telephones, the receipt whereof is hereby acknowledged, and in consideration of the premises, covenants and conditions hereinafter contained and the mutual benefits to be derived herefrom, has given, granted, and conveyed and by these presents does give, grant, and convey unto Electric and Telephone, the right, privilege, authority and an easement in perpetuity to install, construct, reconstruct, operate, maintain, inspect, repair, remove and replace their respective utility facilities, hereinafter called "facilities" in, on, and over the property of Owner, situate in the Town of Bloomfield, Essex County, New Jersey, approximately as shown on drawing number 7-11-76008 hereto attached, and hereby made a part hereof, for the purpose of supplying electric and telephone service thereto and for the conduct of their respective businesses, together with the right of access to said property for the aforesaid purposes.

Owner grants to Electric and Telephone the right to trim and keep trimmed all trees which shall in any way interfere with the installation, operation, or maintenance of said facilities.

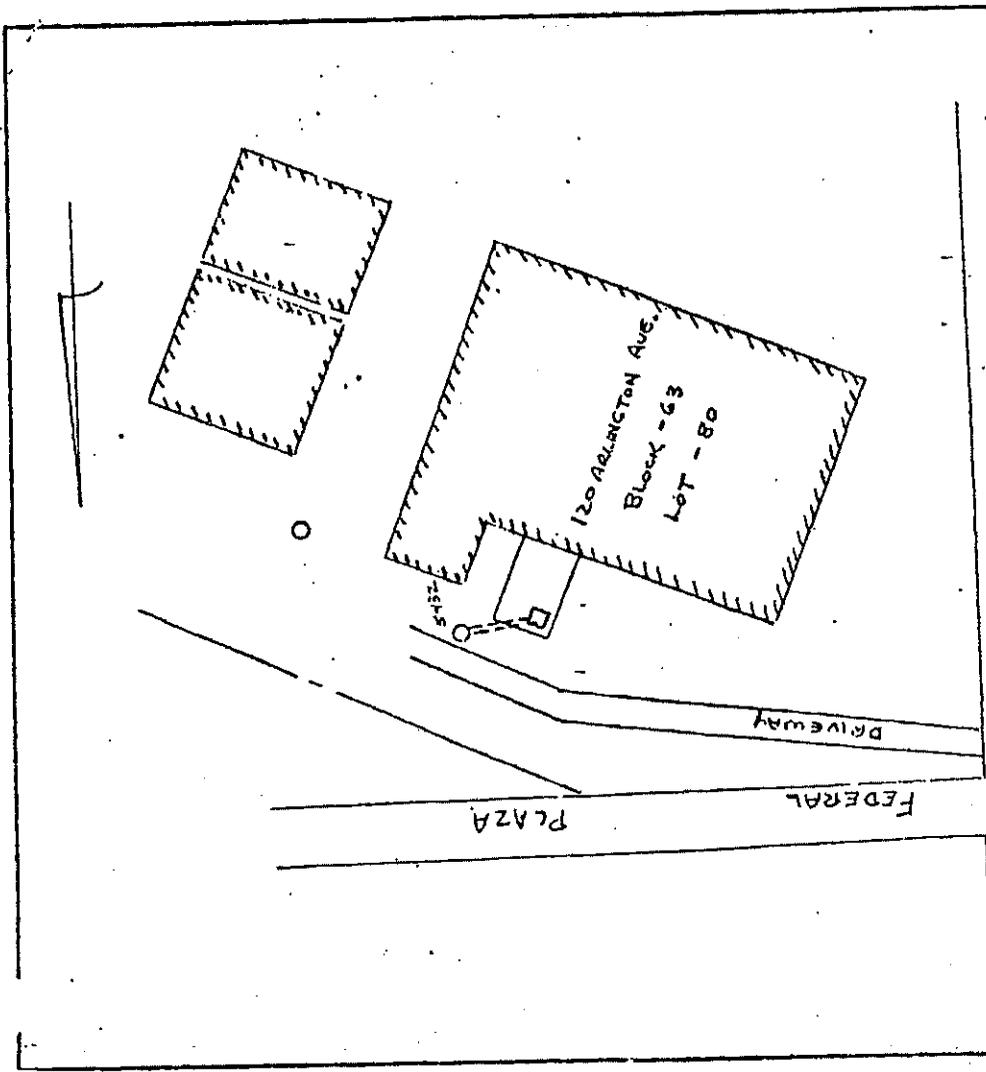
Electric and Telephone agree that said facilities shall be kept in proper condition and that when either opens or disturbs the surface of said property they will, at their own expense, restore the surface of said property to substantially the same condition in which it was immediately prior thereto.

Owner shall comply with the requirements of the National Electrical Code and the National Electrical Safety Code as applicable to clearances to any buildings or structures and agrees that no buildings or structures shall be erected over or under said facilities.

If Owner shall, at any time after the initial installation of said facilities, request Electric and Telephone to relocate said facilities to a different location or locations, they shall do so at such location or locations as shall be mutually satisfactory to the parties hereto, at the sole cost and expense of Owner, Electric and Telephone to have the same rights and privileges in the new location or locations as in the former location or locations.

Owner covenants to warrant generally the rights above granted, will execute such further assurance of the same as may be requisite, and that Electric and Telephone shall have the quiet possession thereof, free from all encumbrances,

By the acceptance of this instrument Electric and Telephone agree to abide by the terms and conditions herein on their part to be performed and shall be deemed signatories hereto, and the provisions of this indenture shall inure to the benefit of and be obligatory upon the respective parties hereto and their heirs, executors, administrators, successors, and assigns.



- - EXISTING POLE
- ▭ - PROPOSED UNDERGROUND FACILITIES
- - PROPOSED TRANSFORMER PAD AREA

ARLINGTON AVENUE

SUBJECT PROPOSED TRANSFORMER PAD AREA AND UNDERGROUND FACILITIES ON THE PROPERTY OF WEA ENTERPRISES CORP. (FORMERLY SILENT HOIST & CRANE CO., INC.) 120 ARLINGTON AVENUE, BLOOMFIELD, NEW JERSEY.

LOCATION	ESSEX	DRAWN BY	W/S	CHECKED	W.E.S.	APPROVED	A.C. [Signature]
FILE NUMBER		DATE	7-15-77	SCALE	NONE	TITLE DIV.	SCAVE
							DRAWING NUMBER
							DE-11-1607

PUBLIC SERVICE ELECTRIC AND GAS COMPANY
ELECTRIC DEPARTMENT

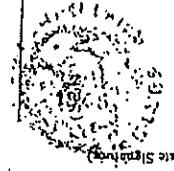
4:34 PM 8/0

4584 PAGE 976

IN WITNESS WHEREOF, Owner has duly signed and sealed these presents the day and year first above written.

Signed, sealed, and delivered in the presence of

_____(L.S.)
_____(L.S.)



Eric M. Wunsch
By: ERIC M. WUNSCH, VICE PRES.

Attest:
Samuel Wunsch
Samuel Wunsch
(Secretary)

STATE OF } SS.
COUNTY OF }

BE IT REMEMBERED, that on this _____ day of _____, before me, the subscriber, _____ personally appeared _____ who, I am satisfied, the grantor mentioned in the within Indenture, and acknowledged that signed, sealed, and delivered the same as said deed, for the uses and purposes therein expressed. The full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, C.49, Sec. 1 (C), is less than \$100.00.

STATE OF New York }
COUNTY OF *King* } SS.

BE IT REMEMBERED, that on this *31st* day of *August*, before me, the subscriber, a Notary Public of New York, *Eric M. Wunsch* who, I am satisfied, is *Eric* President of _____

W F A Enterprises Co., Inc. the Corporation named in and which executed the foregoing instrument and is the person who signed said instrument as such officer for and on behalf of said corporation and he acknowledged that said instrument was made by said corporation and sealed with its corporate seal, as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors. The full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, C.49, Sec. 1 (C), is less than \$100.00.

Prepared by William F. Lembert
William F. Lembert
WILLIAM F. LEMBERT
NOTARY PUBLIC, State of New York
No. 32-296070
Qualified in King County
Commission Expires March 30, 1971

This deed, made the 27th day of January, 1980

Witness WEA ENTERPRISES CO., INC., a New York corporation
(formerly known as Silent Hoist & Crane Co., Inc.)

a corporation existing under and by virtue of the laws of the State of New York
having its principal office at 841 63rd Street
in the City of Brooklyn in the County of
New York and State of New York herein designated as the Grantor,
and

120 ARLINGTON AVENUE ASSOCIATES, a Partnership

residing or located at 120 Arlington Avenue
in the Town of Bloomfield in the County of
Essex and State of New Jersey herein designated as the Grantees;

Witnesseth, that the Grantor, for and in consideration of (\$1,250,000.00) ONE MILLION
TWO HUNDRED FIFTY THOUSAND and 00/100-----DOLLARS

lawful money of the United States of America, to it in hand well and truly paid by the Grantees, at or
before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the
Grantor being therewith fully satisfied, does by these presents grant, bargain, sell and convey unto the
Grantees forever,

All tract or parcel of land and premises, situate, lying and being in the
County of Essex and State of New Jersey, more particularly described as follows:

See Schedule "A" annexed hereto and made part hereof.

Schedule "A"

All those tracts or parcels of land and premises, hereinafter particularly described, situate, lying and being in the Town of Bloomfield in the County of Essex and State of New Jersey.

PARCEL 1:

BEGINNING at a point on the Easterly line of Arlington Avenue designated by a stone monument, said point being distant Southwardly 546.46 feet measured along the same from the intersection of the said line of Arlington Avenue with the Southerly line of the right-of-way of the Watchung Branch of the Erie Railroad, said point also being the Southwesterly corner of property now or formerly of General Electric Company; thence South 51 degrees 43 minutes 10 seconds East along line of lands now or formerly of General Electric Company 780.03 feet; thence North 37 degrees 30 minutes 09 seconds East 360.03 feet; thence North 51 degrees 43 minutes 10 seconds West 664.07 feet to an angle; thence North 82 degrees 57 minutes 25 seconds West 282.00 feet to the aforementioned line of Arlington Avenue; thence along the same South 7 degrees 02 minutes 35 seconds West 250 feet to the point and place of BEGINNING.

Also an easement for the construction, maintenance and operation of the railroad siding over a strip of land of General Electric Company bounded and described as follows:

Beginning at a point on the Southerly right-of-way line of the Watchung Branch of the Erie Railroad, said point being distant 30.71 feet measured Westwardly along the same from the intersection of the said right-of-way line with the Easterly line of property now or formerly of General Electric Company said beginning point also being distant Eastwardly 1279.51 feet measured along the said Southerly right-of-way line from the intersection of the same with the Easterly line of Arlington Avenue; thence Southwardly on a curve deflecting to the left with a radius of 344.26 feet a distance around the arc of 324.11 feet to a point of tangency; thence South 15 degrees 27 minutes 55 seconds West 63.92 feet to a point of curve; thence Southwardly on a curve deflecting to the right with a radius of 374.26 feet, a distance around the arc of 143.96 feet to a point of tangency; thence South 37 degrees 30 minutes 09 seconds West 210.87 feet to a point of curve; thence Southwardly on a curve deflecting to the right with a radius of 317.94 feet, a distance around the arc of 187.79 feet to the Southerly line of the premises hereinabove first described; thence North 51 degrees 43 minutes 10 seconds West 36.62 feet; thence Northwardly on a curve deflecting to the left with a radius of 287.94 feet a distance around the arc of 190.07 feet to a point of tangency; thence North 37 degrees 30 minutes 09 seconds East 210.87 feet to a point of curve; thence Northwardly on a curve deflecting to the left with a radius of 344.26 feet a distance around the arc of 132.42 feet to a point of tangency; thence North 15 degrees 27 minutes 55 seconds East 63.92 feet to a point of curve; thence Northwardly on a curve deflecting to the right with a radius of 374.26 feet a distance

BOOK 4689 PAGE 72

around the arc of 288.11 feet to the aforementioned right-of-way line of the Erie Railroad; thence along the same South 89 degrees 37 minutes 23 seconds East 68.46 feet to the point and place of Beginning.

Together with all right, title and interest of party of the first part in and to easement for construction, maintenance and use of a storm sewer serving the premises first above described as more particularly set forth in agreement between American La-France Building Company and General Electric Company, dated April 6, 1921 and recorded in Book Y-64 page 373 of Deeds for Essex County.

Together with easement for sanitary sewer described in Indenture made by General Motors Corporation, a corporation of the State of Delaware and General Electric Company, a corporation of the State of Delaware, dated June 10, 1942, and recorded July 24, 1942 in the Essex County Register's Office in Book H-100 page 470, and described as follows:

BEGINNING at the Southerly corner of property now or formerly of General Electric Company and in the dividing line between the same and General Motors Corporation, said point being distant Northwestwardly 274.77 feet on a course of North 54 degrees 13 minutes 51 seconds West from the Northwestwardly line of LaFrance Avenue (formerly Brookside Place); thence along said dividing line North 37 degrees 30 minutes 09 seconds East 10 feet; thence South 54 degrees 13 minutes 51 seconds East 160 feet, more or less, to the line of land of property now or formerly of Frederic Schill & Company, Inc.; thence along the same Southwestwardly to a line drawn parallel to the second mentioned course and distant Southwestwardly 10 feet measured at right angles therefrom; thence along the same North 54 degrees 13 minutes 51 seconds West 155.06 feet, more or less, to the point and place of Beginning.

Parcel 2:

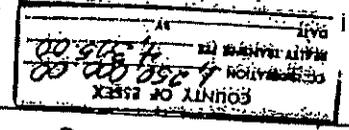
BEGINNING at a point on the Northwestly line of La France Avenue (formerly Brookside Place), said point being distant Northeastwardly 428.40 feet from the Northeastly line of Beardsley Avenue; thence Northeastwardly along said line of LaFrance Avenue on a curve deflecting to the right with a radius of 253.75 feet a distance of 21.60 feet; thence North 49 degrees 45 minutes 35 seconds West 120.15 feet to line of land of General Motors Corporation; thence along the same Southwestwardly on a curve deflecting to the left with a radius of 353.75 feet, a distance of 29.15 feet; thence South 54 degrees 13 minutes 51 seconds East 119.71 feet to the aforementioned line of La France Avenue and the point and place of BEGINNING.

Being the same premises conveyed to Silent Holist & Crane Co., Inc., a New York corporation, under deed from Metro Goldwyn-Meyer, Inc., a Delaware corporation, dated August 31, 1971, recorded September 8, 1971, Deed Book 4384, Page 992, records of Essex County.

Silent Holist & Crane Co., Inc., changed its name to ~~KEE~~ Enterprises Co., Inc..

These premises are conveyed subject to restrictions and easements of record, if any, zoning ordinances, municipal, county, and federal rules, ordinances, statutes, and regulations, and such facts as an accurate survey may disclose.

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RECEIVED & RECORDED
REGISTER'S OFFICE
ESSEX COUNTY, N.J.

SEP 11 11 03 AM '80

REGISTER

11930

together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of chattels and parcel thereof; together with all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantor both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with its appurtenances, to hold unto hold all and singular, the premises herein described, together with the appurtenances, unto the Grantees and to Grantees proper use and benefit forever.

And the Grantor covenants that it has not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

In all reference herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by some or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

Wherein the Grantor has caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be hereto affixed the day and year first above written.



Lucretia Pagano
LUCRETIA PAGANO, Assistant Secretary

Eric Martin Wunsch
ERIC MARTIN WUNSCH, Vice President

YORK, State of New York, County of Westchester, January 15, 1980, before me, the undersigned, personally appeared LUCRETIA PAGANO

who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Assistant Secretary of WEA Enterprises Co., Inc. the Corporation named in the within instrument; that ERIC MARTIN WUNSCH is the Vice 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 the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by said ERIC MARTIN WUNSCH, Vice President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed her name thereto as attesting witness; and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1(c), is \$ 1,250,000.00

Sworn to and subscribed before me, the date aforesaid.

Mary Bradley
NOTARY PUBLIC
No. 123456789
Qualification Expires March 30, 1980

Lucretia Pagano
LUCRETIA PAGANO, Assistant Secretary

Prepared by: ARNOLD R. KENT, ESQ.

2 041 - Administration - Corporate
Filed in Office of Recorder
Date Filed on this

NEW 4689 ME 74

Julius Rosenberg, Inc., LAW OFFICE
80 EIGHTH FLOOR AT BROADWAY, NEW YORK

STATE OF NEW JERSEY,
COUNTY OF ESSEX

vs:

BE IT REMEMBERED that on this 3rd day of January 1980
before me, the subscriber, an ATTORNEY AT LAW OF the State of New Jersey,
personally appeared LUCRETIA PASANO

who, being by me duly sworn on & s.c. oath, doth depose and make proof to my satisfaction, that she
is the FIRST SECRETARY of WEA ENTERPRISES CO. INC.

the GRANTEE:

ERIC MARTIN HANUSCH
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 said instrument is
such corporate seal and was thereto affixed and said instrument signed and delivered by said WEA

President, as and for the voluntary act and deed of said corporation, in presence of deponent, who there-
upon subscribed her name thereto as witness, and that the full and actual consideration paid or

to be paid for the transfer of title to realty evidenced by this within deed, as such con-
sideration is defined in P.L. 1968, c. 49, Sec. 1(c), is \$1,250,000.

sworn to and subscribed before me, sideration is defined in P.L. 1968, c. 49, Sec. 1(c), is \$1,250,000.
at Newark, N.J. the date aforesaid

[Signature]
ARNOLD R. KENT
An Attorney at Law
of New Jersey

[Signature]
LUCRETIA PASANO

Prepared by: ARNOLD R. KENT

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1140
4375.00
4388.40

WEA ENTERPRISES CO., INC.
A Corporation of New York
(Formerly known as Blent Hotel & Crane Co., Inc.)
120 ARLINGTON AVENUE ASSOCIATES,
a Partnership
New York, N.Y.

Date January 7 1980

RECORD & RETURN TO:

LAWYERS TITLE CO.
INSURANCE CORPORATION
100 SPRINGFIELD AVENUE
STAMMEN 1 07801
800-233-2333

CONFIRMATORY DEED

Prepared by:

David J. Kitter
David J. Kitter, Notary Public, Recorded
Essex County, NJ
JAN 11, 09:47 AM '96
Carole A. Graves
B9800013110745996

This Deed is made on the 12th day of November, 1995
BETWEEN 120 ARLINGTON AVENUE ASSOCIATES, a New Jersey
partnership, whose address is 120 Arlington Avenue, Bloomfield, New
Jersey, referred to as Grantor,

AND 120 ARLINGTON AVENUE ASSOCIATES, L.L.C., a New Jersey
limited liability company, whose address is 120 Arlington Avenue,
Bloomfield, New Jersey, referred to as Grantee.
The words "Grantor" and "Grantee" shall mean all Grantors and

Grantees listed above.
Transfer of Ownership. The Grantor grants, conveys and
transfers its entire ownership interest in the property described
below to the Grantee. This transfer is made for the sum of One
(\$1.00) Dollar. The Grantor hereby acknowledges receipt of this
money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Town of Bloomfield
Block No. 52 Lot No. 80 Account No. _____
Property. The property consists of the land and all the
buildings, improvements and structures on the land in the Town of
Bloomfield in the County of Essex and the State of New Jersey. The
legal description is: See Schedule A attached hereto and made a
part hereof.

BRING the same premises conveyed to the Grantor herein by Deed
from MEA Enterprises Co., Inc., a New York Corporation, dated
January 3, 1980, and recorded January _____, 1995, in the Office of
Page _____ the Essex County Register of Deeds and Mortgages, in Deed Book _____

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 judgement 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:

120 NORTH ARLINGTON AVENUE ASSOCIATES

James J. Prol
By: _____
Peter S. Prol, Partner

120 NORTH ARLINGTON AVENUE ASSOCIATES

By: *James J. Prol*
Peter S. Prol, Partner

REC 899 RC 482

STATE OF NEW JERSEY, COUNTY OF ESSEX

SS:

I CERTIFY that on-November ^{DECEMBER} 12th, 1995,

Peter S. Froll, Martin L. Huff and Vera Susan Huff

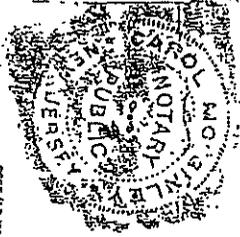
personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) is a partner of 120 Arlington Avenue Associates, the maker of the attached Deed;
- (b) executed this Deed as his or her own act; and
- (c) made this Deed for \$1.00 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.)

Carol M. Ginnley

2371041

CAROL M. GINNLEY
NOTARY PUBLIC - NEW JERSEY
My Comm. Expires Dec. 14, 1998



This Deed is to confirm a transfer of title that occurred by operation of law by Merger filed with the Secretary of State of New Jersey on October 30, 1995.

BK5399PG 483

MC 1948—AFFIDAVIT OF CONSIDERATION
(Rev. 11/1981)

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)

ALL-STATE LEGAL
A Division of All-State International, Inc.
900-222-0810 in NJ 908-272-0900

PARTIAL EXEMPTION
(c. 176, P.L. 1975)

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY
COUNTY OF ESSEX

FOR RECORDER'S USE ONLY
Consideration \$ _____
Date _____ By _____
*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)
Deponent, David J. Ritter, being duly sworn according to law upon his/her oath deposes and says that he/she is the Legal Representative

David J. Ritter
(Name)

in a deed dated December 12, 1995

Block No. 63

located at 120 Arlington Avenue, Bloomfield, Essex County,
New Jersey
(Transferring real property identified as Block No. _____ and assessed hereto.)

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereto assessed, the actual amount of money and the monetary value of any other thing of value consisting of the entire consideration 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 \$1,000

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.
(a) For a consideration less than \$100.00

(d) - Confirms a deed previously recorded; property transferred by operation of law

(4) PARTIAL EXEMPTION FROM FEE NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9)
Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1975 for the following reason(s):

a) SENIOR CITIZEN (See Instruction #8)
 Grantor(s) 62 yrs. of age or over.*
 One or two-family residential premises

Owned and occupied by grantor(s) at time of sale.
 No joint owners other than spouse or other qualified exempt owner.

b) BLIND (See Instruction #8)
 Grantor(s) legally blind.*
 One or two-family residential premises.

Owned and occupied by grantor(s) as limo of sale.
 No joint owners other than spouse or other qualified exempt owner.

DISABLED (See Instruction #8)
 Grantor(s) permanently and totally disabled.*
 One or two-family residential premises.
 Receiving disability payment.

Owned and occupied by grantor(s) at time of sale.
 No joint owners other than spouse or other qualified exempt owner.

*IN THE CASE OF HUSBAND AND WIFE ONLY ONE GRANTOR NEED QUALIFY.

g) LOW AND MODERATE INCOME HOUSING (See Instruction #9)
 Affordable According to H.U.D. Standards.
 Meets Income Requirements of Region.

Reserved for Occupancy.
 Subject to Rental Controls.

h) NEW CONSTRUCTION (See Instructions #9)

Entirely new improvement.
 Not previously occupied.

Deponent makes this 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:

David J. Ritter
David J. Ritter
c/o Brach, Eichler
101 Blauhoefer Pkwy.
Bloomfield, N.J. 07008
1995

120 Arlington Avenue Associates
120 Arlington Avenue
Bloomfield, N.J.
Attorney at Law or Title of Job

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.
Instrument Number _____
Deed Number _____
Deed Dated _____ Book _____ Page _____
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.
ORIGINAL - White copy to be retained by County.
DUPLICATE - Yellow copy to be forwarded by County to Division of Taxation on partial exemption from the N.J.A.C. 18:18-6.12.
TRIPLE COPY - Pink copy is your file copy.

BR 53 99 Pg 484

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER

BK5755P0836

singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

Signed and sealed by the Grantor.

Signed, Sealed and Delivered
in the Presence of:

120 Arlington Avenue Associates,
L.L.C.
By:

Regina E. Schneller (L.S.)
Regina E. Schneller
Martin Ruff (L.S.)
Martin Ruff, Member

State of New Jersey)
County of Union) ss:

Be it remembered, that on this 1st day of February, 2001, I am satisfied, the subscriber, personally appeared Martin Ruff, who, Avenue Associates, L.L.C, the Limited Liability Company named in and on whose behalf he executed the within instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as the act and deed of the Limited Liability Company for the uses and purposes therein expressed, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1988, C. 49, Sec. 1(c), is \$2,450,000.

Regina E. Schneller
Regina E. Schneller
An Attorney at Law of New Jersey

Record and return to:
McCarter and English
100 Mulberry Street
Newark, NJ 07102
Attn: Edward Butler, Esq.

150 State Street, 11th Floor
Newark, NJ 07102

11845

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formerly of General Electric Company 780.03 feet; thence North 37 degrees 30 minutes 09 seconds East 360.03 feet; thence North 51 degrees 43 minutes 10 seconds West 664.07 feet to an angle; thence North 82 degrees 57 minutes 25 seconds West 282.00 feet to the aforementioned line of Arlington Avenue; thence along the same South 7 degrees 02 minutes 35 seconds West 250 feet to the same and place of Beginning.

Also an easement for the construction, maintenance and operation of the railroad siding over a strip of land of General Electric Company bounded and described as follows:

Beginning at a point on the Southerly right-of-way line of the Watchung Branch of the Erie Railroad, said point being distant 30.71 feet measured Westwardly along the same from the intersection of the said right-of-way line with the Easterly line of property now or formerly of General Electric Company said beginning point; also being distant Eastwardly 1279.51 feet measured along the said Southerly right-of-way line from the intersection of the same with the Easterly line of Arlington Avenue; thence Southwestwardly on a curve deflecting to the left with a radius of 344.26 feet a distance around the arc of 324.11 feet to a point of tangency; thence South 15 degrees 27 minutes 55 seconds West 63.92 feet to a point of curve; thence Southwestwardly on a curve deflecting to the right with a radius of 374.26 feet, a distance around the arc of 143.96 feet to a point of tangency; thence South 37 degrees 30 minutes 09 seconds West 210.87 feet to a point of a curve; thence Southwestwardly on a curve deflecting to the right with a radius of 317.94 feet, a distance around the arc of 187.79 feet to the Northeasterly line of the premises hereinabove first described; thence along the same North 51 degrees 43 minutes 10 seconds West 36.62 feet; thence Northeasterly on a curve deflecting to the left with a radius of 287.94 feet a distance around the arc of 190.07 feet to a point of tangency; thence North 37 degrees 30 minutes 09 seconds East 210.87 feet to a point of curve; thence Northeastwardly on a curve deflecting to the left with a radius of 344.26 feet a distance around the arc of 132.42 feet to a point of tangency; thence North 15 degrees 27 minutes 55 seconds East 63.92 feet to a point of curve; thence Northeastwardly on a curve with a radius of 374.26 feet a distance around the arc of 288.11 feet to the aforementioned right-of-way line of the Erie Railroad; thence along the same South 89 degrees 37 minutes 25 seconds East 68.46 feet to the point and place of Beginning.

Together with all right, title and interest of party of the first part in and to easement for construction, maintenance and use of a storm sewer serving the premises first above described as more particularly set forth in agreement between American La-France Building Company and General Electric Company, dated April

9K5755P60832

6, 1921 and recorded in Book Y-64 page 373 of Deeds for Essex County.

Together with easement for sanitary sewer described in Indenture made by General Motors Corporation a corporation in State of Delaware and General Electric Corporation a corporation of the State of New York, dated June 10, 1942, and recorded July 24, 1942 in the Essex County Register's Office in Book R-100, page 470, and described as follows:

Beginning at the Southerly corner of property now or formerly of General Electric Company and in the dividing line between the same and General Motors Corporation, said point being distant Northwestwardly 274.77 feet on a course of North 54 degrees 13 minutes 51 seconds West from the Northwesterly line of LaFrance Avenue (formerly Brookside Place); thence along said dividing line North 37 degrees 30 minutes 09 seconds East 10 feet; thence South 54 degrees 13 minutes 51 seconds East 160 feet, more or less, to the line of land of property now or formerly of Frederick Schill & Company, Inc.; thence along the same Southwestwardly to the line drawn parallel to the second mentioned course and distant Southwestwardly 10 feet measured at right angles therefrom; thence along the same North 54 degrees 13 minutes 51 seconds West 155.06 feet, more or less, to the point and place of Beginning.

Parcel 2:

Beginning at a point on the Northwesterly line of La France Avenue (formerly Brookside Place), said point being distant Northeastwardly 428.40 feet from the Northeastery line of Beardsley Avenue; thence Northeastwardly along said line of La France Avenue on a curve deflecting to the right with a radius of 253.75 feet a distance of 21.60 feet; thence North 49 degrees 45 minutes 35 seconds West 120.15 feet to line of land of General Motors Corporation, thence along the same Southwestwardly on a curve deflecting to the left with a radius of 353.75 feet, a distance of 29.15 feet; thence South 54 degrees 13 minutes 51 seconds East 119.71 feet to the aforementioned line of La France Avenue and the point and place of Beginning.

The premises is also described in accordance with a survey made by Pronesti Surveying Inc., dated January 8, 2001, as follows:

Parcel 2:

Beginning at a point on the Northwesterly line of La France Avenue (formerly Brookside Place), said point being distant Northeastwardly 428.40 feet from the Northeastery line of Beardsley Avenue; thence Northeastwardly along said line of La

9K5755P60833

France Avenue on a curve deflecting to the right with a radius of 253.75 feet a distance of 21.60 feet; thence North 49 degrees 45 minutes 35 seconds West 119.99 feet to line of land of General Motors Corporation, thence along the same Southwestwardly on a curve deflecting to the left with a radius of 353.75 feet, a distance of 29.15 feet; thence South 54 degrees 13 minutes 51 seconds East 119.55 feet to the aforementioned line of La France Avenue and the point and place of Beginning.

However, the Grantor makes no representation, warranty or covenant with respect to this description of Parcel 2.

The Grantor obtained title to the land and premises by Deed of 120 Arlington Avenue Associates, a New Jersey Partnership, dated December 12, 1995, recorded January 1, 1996 in Deed Book 5399 at Page 482.

The land and premises conveyed is also known as Block 63, Lots 59 and 80 on the Tax Map of the Township of Bloomfield, Essex County; however, this reference to the tax map is for real estate tax purposes only and shall in no way be descriptive of the land and premises nor establish legal boundaries.

The land and premises is conveyed together with all the buildings, improvements, rights, liberties, privileges, hereditaments and appurtenances belonging to the land and premises or in anyway appertaining; the reversions, remainders, rents, issues and profits of the land and premises, and the estate, right, title, interest, use, possession, property, claim and demand of the Grantor both in law and in equity, of, in and to the land and premises, and every part and parcel of the land and premises, and the appurtenances.

The premises is conveyed subject to:

(a) Zoning and building regulations, ordinances and requirements adopted by any authority having jurisdiction, which relate to the Premises.

(b) Subsurface conditions affecting the Premises not disclosed by any instrument recorded in the county records.

(c) Facts shown on a survey made by William DiMarzo & Son, Inc., dated September 25, 1979 and such facts as a current accurate survey may disclose.

(d) Easements and restrictions of record, including, without limitation, easements as set forth in Deed Books H-100, Page 472; I-100, Page 427; 3927, Page 404; Y-64, Page 373; H-100, Page 470; and 4196, Page 23; utility grant in Deed Book 4584, Page 974;

BK5755P60834

and Reservation as contained in Deed Book H-100, Page 472; and I-100, Page 427.

(e) Written and oral lease agreements for portions of the Premises, as follows:

- (i) Gregory Lowenstein;
- (ii) Ringel Brothers, Inc., dated June, 1996, as amended May 1997, January 1999, and January 2001;
- (iii) Dura Tape International, dated July, 1997;
- (iv) Frozefruit Company, dated June 8, 1998, renewed March 8, 2000 and assigned on November 30, 2000 to Fruit Ice Corp.;
- (v) TMI Specialty Packaging Group, Inc.; and
- (vi) Proll Toy Company.

(f) Unpaid real estate taxes, water and sewer charges for the year 2001.

By the Grantee's acceptance of this Deed:

(a) The Grantor, its successors and assigns, all predecessors in title, the Proll Toy Company, and all officers, directors, shareholders, partners, members and employees of the foregoing (collectively, the "Releasees"), are hereby released of and from any and all claims and causes of action regarding the environmental condition of the property described in this deed (the "Premises"), regardless of whether the condition resulted from on-site or off-site activities of any one or more of the Releasees, or any third party, or the condition migrated from or onto the Premises, and regardless of whether the claim or cause of action now exists or is hereafter created under common law, or now exists or is hereafter enacted pursuant to federal, state, county or municipal law or regulation, including, without limitation, claims and causes of action under: (i) the federal Comprehensive Environmental Response, Compensation, and Liability Act, the federal Resource Conservation and Recovery Act and analogous state, county or municipal laws and regulations; (ii) federal, state, county or municipal clean water and clean air laws and regulations; (iii) federal, state, county or municipal laws and regulations concerning hazardous substances or wastes and their use, generation, handling, storage or disposal; (iv) federal, state, county or municipal laws and regulations imposing

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restrictions or preconditions on closures, transactions or transfers of properties or entities; and (v) federal, state, county or municipal laws and regulations governing flood plains, stream encroachment and wetlands.

(b) The Grantee, its successors and assigns, waive the right to bring any claim or cause of action against, and covenant not to sue, any one or more of the Releasees regarding the environmental condition of the Premises, regardless of whether the condition resulted from on-site or off-site activities of any one or more of the Releasees, or any third party, or the condition migrated from or onto the Premises, and regardless of whether the claim or cause of action now exists or is hereafter created under common law, or now exists or is hereafter enacted pursuant to federal, state, county or municipal law or regulation, including, without limitation, claims and causes of action under: (i) the federal Comprehensive Environmental Response, Compensation, and Liability Act, the federal Resource Conservation, and Recovery Act and analogous state, county or municipal laws and regulations; (ii) federal, state, county or municipal clean water and clean air laws and regulations; (iii) federal, state, county or municipal laws and regulations concerning hazardous substances or wastes and their use, generation, handling, storage or disposal; (iv) federal, state, county or municipal laws and regulations imposing restrictions or preconditions on closures, transactions or transfers of properties or entities; and (v) federal, state, county or municipal laws and regulations governing flood plains, stream encroachment and wetlands.

(c) The foregoing provisions shall be deemed covenants running with the land, binding upon the Grantee, its successors and assigns.

To have and to hold the land and premises, together with the appurtenances, to the Grantee and to the Grantee's proper use and benefit forever.

The Grantor covenants that the Grantor has not done or executed, or knowingly suffered to be done or executed, any act, deed or anything by which the land and premises, or any part of the land and premises, now are or at any time hereafter, shall or may be charged or encumbered in any manner or way.

In all references to any parties, persons, entities or corporations, the use of any particular gender or the plural or

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singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

Signed and sealed by the Grantor.

Signed, Sealed and Delivered
in the Presence of:

120 Arlington Avenue Associates,
L.L.C.

By:

Regina E. Schnell Martin Huff (L.S.)
Regina E. Schnell Martin Huff, Member

State of New Jersey)
) ss:
County of Union)

Be it remembered, that on this 1st day of February, 2001, I am satisfied, the subscriber, personally appeared Martin Huff, who, Avenue Associates, L.L.C. is the one of the Members of 120 Arlington and on whose behalf he executed the within instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as the act and deed of the Limited Liability Company for the uses and purposes therein expressed, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1989, C. 49, Sec. 1(c), is \$2,450,000.

Regina E. Schnell
Regina E. Schnell
An Attorney at Law of New Jersey

Record and return to:
McCarter and English
100 Mulberry Street
Newark, NJ 07102
Attn: Edward K. Butler, Esq.

NEW JERSEY COUNTY CLERK
250 MULBERRY STREET
NEWARK, NJ 07102

11845