



Home Office:
400 Second Avenue South
Minneapolis, Minnesota 55401-2499
Voice: 612-336-7172 -- Fax Number: 612-371-1191
Toll Free: 800-328-4441

Ref: 972523568 -- NJ00

"Addressee":
Hanover Bank, ISAOA/ATIMA
80 East Jericho Turnpike
Mineola, NY 11501
Attn: Hanover Bank, ISAOA/ATIMA

"Date" : Tuesday, March 29, 2022

"Settlement Service Provider":
MAIN STREET TITLE &
SETTLEMENT SERVICES,LLC
190 MAIN STREET
SUITE 305
HACKENSACK, NJ 07601
(201) 487-6949 - PHONE

Issuing Office:
MAIN STREET TITLE &
SETTLEMENT SERVICES,LLC
190 MAIN STREET
SUITE 305
HACKENSACK, NJ 07601
(201) 487-6949 - PHONE
Issuing Office's ALTA® Registry ID:

"Real Estate Transaction":
Buyer: 45 River Road Urban Renewal Associates, L.L.C
Street Address: 8 Somerset Lane (f/k/a 45 River Road)
Edgewater, NJ 07020
Loan No.: n/a

Title Insurance Commitment No.: MSQ-12441

To verify this Closing Service Letter, go to www.oldrepublictitle.com, and click the "Authorized Agent Verification" button at the bottom of the Home page and enter in Reference Number 972523568.

Re: Closing Protection Letter

Dear Customer:

In consideration of Your acceptance of this letter, Old Republic National Title Insurance Company (the "Company"), agrees to indemnify You for actual loss of Funds incurred by You in connection with the closing of the Real Estate Transaction conducted by the Settlement Service Provider on or after the Date of this letter, subject to the Requirements and Conditions and Exclusions set forth below:

REQUIREMENTS

1. The Company issues or is contractually obligated to issue a Policy for Your protection in connection with the Real Estate Transaction;
2. You are to be:
 - a. a lender secured by the Insured Mortgage on the Title to the Land; or
 - b. a borrower, purchaser or lessee of the Title to the Land;
3. The aggregate of all Funds You transmit to the Settlement Service Provider for the Real Estate Transaction does not exceed the Amount of Insurance set forth in the Title Insurance Policy to be issued under the Title Insurance Commitment identified above; and

4. Your loss is solely caused by:
 - a. a failure of the Settlement Service Provider to comply with Your written closing instructions that relate to:
 - i. A. the disbursement of Funds necessary to establish the status of the Title to the Land; or
B. the validity, enforceability, or priority of the lien of the Insured Mortgage; or
 - ii. obtaining any document, specifically required by You, but only to the extent that the failure to obtain the document adversely affects the status of the Title to the Land or the validity, enforceability, or priority of the lien of the Insured Mortgage on the Title to the Land; or
 - b. fraud, theft, or misappropriation by the Settlement Service Provider in handling Your Funds or documents in connection with the closing, but only to the extent that the fraud, theft, or misappropriation adversely affects the status of the Title to the Land or to the validity, enforceability, or priority of the lien of the Insured Mortgage on the Title to the Land; or
 - c. If you are a borrower or all-cash purchaser within the meaning of the Conditions and Exclusions Number 2(e), you are protected by this Letter, but only to the extent of Paragraph 4(b) above.

CONDITIONS AND EXCLUSIONS

1. Your transmittal of Funds or documents to the Settlement Service Provider for the Real Estate Transaction constitutes Your acceptance of this letter.
2. For purposes of this letter:
 - a. "Commitment" means the Company's written contractual agreement to issue the Policy.
 - b. "Funds" means the money received by the Settlement Service Provider for the Real Estate Transaction.
 - c. "Policy" means the contract or contracts of title insurance, each in a form adopted by the American Land Title Association (ALTA), issued or to be issued by the Company in connection with the closing of the Real Estate Transaction.
 - d. "Settlement Service Provider" means the New Jersey licensed title insurance producer or New Jersey admitted attorney at law who or which will receive the Funds.
 - e. "You" or "Your" means:
 - i. the Addressee of this letter;
 - ii. the borrower, if the Land is improved solely by a one-to-four family residence, which is the principal residence of the borrower;
 - iii. the all-cash purchaser of a one-to-four family residence, which is the principal residence of the purchaser; and
 - iv. subject to all rights and defenses relating to a claim under this letter that the Company would have against the Addressee,
 - A. the assignee of the Insured Mortgage, provided such assignment was for value and the assignee was, at the time of the assignment, without Knowledge of facts that reveal a claim under this letter; and
 - B. the warehouse lender in connection with the Insured Mortgage.
 - f. "Indebtedness," "Insured Mortgage," "Knowledge" or "Known," "Land," and "Title" have the same meaning given them in the American Land Title Association Loan Policy (New Jersey Variation).
3. The Company shall have no liability under this letter for any loss arising from any:
 - a. failure of the Settlement Service Provider to comply with Your closing instructions that require title insurance protection in connection with the Real Estate Transaction inconsistent with that set forth in the Commitment. Your written closing instructions received and accepted by the Settlement Service Provider after issuing the Commitment that require the removal, where allowed by state law, rule, or regulation, of specific Schedule B Exceptions from Coverage or compliance with the requirements contained in the Commitment shall not be deemed to require inconsistent title insurance protection;
 - b. loss or impairment of Funds in the course of collection or while on deposit with a bank due to bank failure, insolvency, or suspension, except loss or impairment resulting from failure of the Settlement Service Provider to comply with Your written closing instructions to deposit Your Funds in a bank that You designated by name;
 - c. constitutional or statutory lien or claim of lien that arises from services, labor, materials, or equipment, if any Funds are to be used for the purpose of construction, alteration, or renovation. This Section 3.c. does not affect the coverage, if any, as to any lien for services, labor, materials, or equipment afforded in the Policy;
 - d. defect, lien, encumbrance, or other matter in connection with the Real Estate Transaction. This Section 3.d. does not affect the coverage afforded in the Policy;
 - e. fraud, theft, dishonesty, misappropriation, or negligence by You or by Your employee, agent, attorney, or broker;
 - f. fraud, theft, dishonesty, or misappropriation by anyone other than the Company or Settlement Service Provider;
 - g. settlement or release of any claim by You without the Company's written consent;
 - h. matters created, suffered, assumed, agreed to, or Known by You;
 - i. failure of the Settlement Service Provider to determine the validity, enforceability, or the effectiveness of a document required by Your closing instructions. This Section 3.i. does not affect the coverage afforded in the Policy;
 - j. Federal consumer financial law, as defined in 12 U.S.C. § 5481(14), actions under 12 U.S.C. § 5531, or other federal or state laws relating to

- truth-in-lending, a borrower's ability to repay a loan, qualified mortgages, consumer protection, or predatory lending, including any failure of the Settlement Service Provider to comply with Your closing instructions relating to those laws;
- k. federal or state laws establishing the standards or requirements for asset-backed securitization including, but not limited to, exemption from credit risk retention, including any failure of the Settlement Service Provider to comply with Your closing instructions relating to those laws;
 - l. periodic disbursement of Funds to pay for construction, alteration, or renovation on the Land;
 - m. Settlement Service Provider acting in the capacity of a qualified intermediary or facilitator for tax deferred exchange transactions as provided in Section 1031 of the Internal Revenue Code; or
 - n. wire fraud, mail fraud, telephone fraud, facsimile fraud, unauthorized access to a computer, network, email, or document production system, business email compromise, identity theft, or diversion of Funds to a person or account not entitled to receive the Funds perpetrated by anyone other than the Company.
4. A Commitment in connection with the Real Estate Transaction must have been received by You prior to the transmittal of Your final closing instructions to the Settlement Service Provider.
 5. When the Company shall have indemnified You pursuant to this letter, it shall be subrogated to all rights and remedies You have against any person or property had You not been indemnified. The Company's liability for indemnification shall be reduced to the extent that You have impaired the value of this right of subrogation.
 6. The Company's liability for loss under this letter shall not exceed the least of:
 - a. the amount of Your Funds;
 - b. the Company's liability under the Policy at the time written notice of a claim is made under this letter;
 - c. the value of the lien of the Insured Mortgage;
 - d. the value of the Title to the Land insured or to be insured under the Policy at the time written notice of a claim is made under this letter; or
 - e. the amount stated in Section 3 of the Requirements.
 7. The Company will be liable only to the holder of the Indebtedness at the time that payment is made. This Section 7 does not apply to a purchaser, borrower, or lessee.
 8. Payment to You or to the owner of the Indebtedness under either the Policy or from any other source shall reduce liability under this letter by the same amount. Payment in accordance with the terms of this letter shall constitute a payment pursuant to the Conditions of the Policy.
 9. The Settlement Service Provider is not the Company's agent for the purpose of providing closing or settlement services. The Company's liability for Your loss arising from closing or settlement services is strictly limited to the contractual protection expressly provided in this letter. The Company shall have no liability for loss resulting from the fraud, theft, dishonesty, misappropriation, or negligence of any party to the Real Estate Transaction, the lack of creditworthiness of any borrower connected with the Real Estate Transaction, or the failure of any collateral to adequately secure a loan connected with the Real Estate Transaction.
 10. In no event shall the Company be liable for a loss if the written notice of a claim is not received by the Company within one year from the date of the transmittal of Funds. The condition that the Company must be provided with written notice under this Section 10 shall not be excused by lack of prejudice to the Company.
 11. You must promptly send written notice of a claim under this letter to the Company at its principal office at 400 Second Avenue South, Minneapolis, Minnesota 55401. If the Company is prejudiced by Your failure to provide prompt notice, the Company's liability to You under this letter shall be reduced to the extent of the prejudice.
 12. Whenever requested by the Company, You, at the Company's expense, shall:
 - a. give the Company all reasonable aid in:
 - i. securing evidence, obtaining witnesses, prosecuting or defending any action or proceeding, or effecting any settlement; and
 - ii. any other lawful act that in the opinion of the Company may be necessary to enable the Company's investigation and determination of its liability under this letter;
 - b. deliver to the Company any records, in whatever medium maintained, that pertain to the Real Estate Transaction or any claim under this letter; and
 - c. submit to an examination under oath by any authorized representative of the Company with respect to any such records, the Real Estate Transaction, any claim under this letter or any other matter reasonably deemed relevant by the Company.
 13. The Company shall have no liability under this letter if:
 - a. the closing or settlement of the Real Estate Transaction has not occurred within 180 days from the date of this letter; or
 - b. at any time after the date of this letter, but before the Real Estate Transaction closes, the Company provides written notice of termination of this letter to the Addressee at the address set forth above.
 14. The protection of this letter extends only to real estate in New Jersey, and any court or arbitrator shall apply the law of the jurisdiction where the Land is located to interpret and enforce the terms of this letter. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law. Any litigation or other proceeding under this letter must be filed only in a state or federal court within the United States of America or its

territories having appropriate jurisdiction.

15. There shall be no right for any claim under this letter to be arbitrated or litigated on a class action basis.
16. Either the Company or You may demand that any claim arising under this letter be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association, unless You have a Policy for the Real Estate Transaction with an Amount of Insurance greater than \$2,000,000. If You have a Policy for the Real Estate Transaction with an Amount of Insurance greater than \$2,000,000, a claim arising under this letter may be submitted to arbitration only when agreed to by both the Company and You. If the Real Estate Transaction solely involves a one-to-four family residence and You are the purchaser or borrower, the Company will pay the costs of arbitration.

This letter supersedes and cancels any previous letter or similar agreement for closing protection that applies to the Real Estate Transaction and may not be modified by the Settlement Service Provider.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

By:



Robert J. Palmisano
Senior Vice President & New Jersey State Manager



ALTA Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.


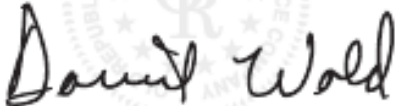
If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Issued through the Office of
Main Street Title & Settlement Services, LLC
190 Main Street
Suite 305
Hackensack, NJ 07601

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Dominick DeCarlo
Authorized Signatory

By  President
Attest  Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

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- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Schedule A

ALTA COMMITMENT

Transaction Identification Data for reference only:

Issuing Agent: Main Street Title & Settlement Services, LLC
Issuing Office's ALTA® Registry ID: 1046258
Loan ID Number:
Revision Number: 0

Issuing Office: 190 Main Street, Suite 305, Hackensack, NJ 07601
Issuing Office File Number: MSQ-12441
Commitment Number: MSQ-12441-1
Property Address: 8 Somerset Lane (f/k/a 45 River Road), Edgewater,
NJ 07020 and 45 River Road, Edgewater, NJ 07020

1. Commitment Date: 01/26/2022 at 08:00
2. Policy to be issued:
 - (a) ALTA Loan Policy
Proposed Insured: **Hanover Bank, ISAOA/ATIMA
80 East Jericho Turnpike, Mineola, NY 11501**

Note: Final Mortgage Policy will insure that the above referenced mortgage is a valid first lien on the within described premises.

Proposed Policy Amount: **\$12,400,000.00**

3. The estate or interest in the land described or referred to in this Commitment is:
Property 1: Fee Simple, and title to the estate or interest in the land is at the Effective Date vested in

45 River Road Urban Renewal Associates, L.L.C. f/k/a 45 River Road Associates, LLC

45 River Road Associates, LLC, under Deed from i.Park Edgewater, LLC by i.Park Edgewater Holdings, LLC (Managing Member) by i.Park Edgewater Investments, Inc. (Managing Member), dated 02/10/2015, recorded in the Bergen County Clerk's Office on 02/19/2015 in Deed Book V1866, Page 895.

NOTE: This deed conveys Block 99, Lot 1.19.

45 River Road Urban Renewal Associates, L.L.C. f/k/a 45 River Road Associates, LLC, under Deed from i.Park Edgewater, LLC, dated 12/07/2020, recorded in the Bergen County Clerk's Office on 07/06/2021 in Deed Book V4254, Page 1450.

NOTE: This deed conveys Block 99, Lot 1.19 and Lot 1.13.

Certificate of Name Change of 45 River Road Associates LLC to 45 River Road Urban Renewal Associates, LLC filed 10/27/20

4. The land referred to in this Commitment is described as follows:
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Old Republic National Title Insurance Company

Authorized Signatory
Main Street Title & Settlement Services, LLC

See legal description in Exhibit "A" attached hereto and made a part hereof.

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Schedule B-I

ALTA COMMITMENT

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Duly authorized and executed Mortgage from 45 River Road Urban Renewal Associates, L.L.C. f/k/a 45 River Road Associates, LLC to Hanover Bank, ISAOA/ATIMA, securing its loan in the amount of \$12,400,000.00.
5. Taxes, charges, assessments and utilities:
 - (a) All taxes and other municipal charges are to be paid through and including the current quarter.
 - (b) Assessment Search is attached. Subject to facts set forth therein.
 - (c) Tax Search is attached. Subject to facts set forth therein.NOTE: Continuation search will not include taxes unless expressly requested.
6. Original photo identification for all parties to the transaction must be provided.
7. Affidavits of Title by all sellers and all mortgagors must be submitted and this Commitment is subject to such additional exceptions, if any, we then deem appropriate.
8. In the event that the proceeds of the loan to be secured by the mortgage to be insured hereunder, if any, are not to be fully disbursed at closing, this Company must be notified and this Commitment will then be modified accordingly.
9. This Company requires that a title continuation (or rundown) must be ordered not less than 24 hours before closing.
10. The Company requires that a NOTICE OF SETTLEMENT in connection with the transaction to be insured be filed pursuant to N.J.S.A. 46:26A-11, as nearly as possible to, but not more than sixty (60) days before, the anticipated date of recording of the closing documents. If the closing is postponed, a second Notice must be filed before the expiration of the first. If both a deed and mortgage are to be insured, two (2) Notices must be filed: one for the deed, and one for the mortgage.
11. This Company requires that immediately upon the closing of the title to be insured hereunder, a copy of Settlement Statement, a copy of the payoff letter(s) of the mortgage(s) and/or liens that were paid off at closing and a copy of the check(s) issued to pay off same must be provided forthwith.

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12. Purchasers and/or borrowers acknowledge that attached to this Commitment is the policy statement of the underwriter and its agent, pursuant to the Gramm-Leach-Bliley Act. This notice is given pursuant to Federal Statute and Regulations.
13. Subject to facts disclosed by the New Jersey Superior Court, United States District Court, United States Bankruptcy Court and/or United States Patriot Searches vs. the SELLER/OWNER, which are attached hereto and made a part hereof. Affidavit of Title must contain a copy of judgment search and make specific reference to said judgment search and specifically state that the judgments shown thereon are not against the deponent but persons of similar names or said judgments must be satisfied of record.
14. Subject to facts disclosed by the New Jersey Superior Court, United States District Court, United States Bankruptcy Court and/or United States Patriot Searches vs. the PREDECESSORS IN TITLE, which are attached hereto and made a part hereof. Affidavit of Title must contain a copy of judgment search and make specific reference to said judgment search and specifically state that the judgments shown thereon are not against the deponent but persons of similar names or said judgments must be satisfied of record.
15. Subject to facts disclosed by Riparian/Tidelands Search.
NOTE: This Company reserves the right to make such additional requirements as the facts disclosed may justify.
16. Proof of marital status or civil union status of all parties to this transaction must be produced. If the subject property is the primary marital or civil union residence of the owner, the joinder of spouse or civil union partner in the execution of the proposed instruments to be insured hereunder is required pursuant to N.J.S.A. 3B:28-3 et seq.
17. Production of a Certificate of Formation of 45 River Road Urban Renewal Associates, L.L.C. f/k/a 45 River Road Associates, LLC, together with amendments and/or supplements thereto.
NOTE: This Company reserves the right to make such additional requirements as the facts disclosed may justify.
18. Proof is required that the Certificate of Formation for 45 River Road Urban Renewal Associates, L.L.C. f/k/a 45 River Road Associates, LLC, a New Jersey Limited Liability Company (together with all amendments thereto, if any), has been filed with the Department of the Treasury pursuant to the Revised Uniform Limited Liability Company Act, N.J.S.A. 42:2C-1 et seq.; and that the Certificate of Formation is still in full force and effect.
19. Production of the Operating Agreement 45 River Road Urban Renewal Associates, L.L.C. f/k/a 45 River Road Associates, LLC, together with amendments and/or supplements thereto. Proof is required that the Operating Agreement does not restrict the ability of the managing members to execute the instruments to be insured.
NOTE: This Company reserves the right to make such additional requirements as the facts disclosed may justify.
20. Proof is required by Affidavit or otherwise that 45 River Road Urban Renewal Associates, L.L.C. f/k/a 45 River Road Associates, LLC continues to be a valid and ongoing Limited Liability Company, pursuant to N.J.S.A. 42:2C-1 et seq., and further that same is still in full force and effect; that the Limited Liability Company has not classified itself as a Corporation for federal income tax purposes or, in lieu thereof, that any Corporate Franchise Taxes which may be due and owing will be paid through the date of closing, with subsequent proof thereof to be produced.
21. Subject to the results of a Corporate Status Search vs. 45 River Road Urban Renewal Associates, L.L.C. f/k/a 45 River Road Associates, LLC.
22. Good Standing Report for 45 River Road Urban Renewal Associates, L.L.C. dated 03/25/22 shows: Said business continues in Good Standing. (Reported for Information Only).
23. Proof is required by Affidavit or otherwise that the Operating Agreement of 45 River Road Urban Renewal Associates, L.L.C. f/k/a 45 River Road Associates, LLC has not been modified and/or amended and that there has been no change in the composition of

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the Limited Liability Company since its formation. Further, that the consent of the members to the proposed transaction is not required or, in lieu thereof, production of said consent, executed by the appropriate parties.

24. Pay, cancel, satisfy, discharge, release, subordinate and/or dispose of the following liens, judgments, encumbrances and/or mortgages of record:

Mortgage No. 1:

Mortgage made by 45 River Road Urban Renewal Associates, L.L.C. to The Community Preservation Corporation, dated 12/01/2020 and recorded on 07/06/2021 in Mortgage Book V4254, Page 1460 in the amount of \$8,845,000.00.

NOTE: Multifamily Construction Loan Mortgage, Assignment of Rents, Security Agreement and Fixture Filing. The above Mortgage affects Block 99, Lots 1.19 and 1.13.

Mortgage Assignment:

Assignee: CPC Funding SPE 2, LLC by Book V4503, Page 1471.

Mortgage Assignment:

Assignee: CPC Funding SPE 2, LLC by Book V4503, Page 1477.

Assignment of Rents and Leases:

Assignment of Rents and Leases recorded in Book V4254, Page 1520.

25. Pay, cancel, satisfy, discharge, release, subordinate and/or dispose of the following liens, judgments, and/or encumbrances of record:

Financing Statement 1:

Financing Statement Book V4254, Page 1532;

Recorded: 07/06/2021; Debtor: 45 River Road Urban Renewal Associates, L.L.C.; Secured Party: The Community Preservation Corporation.

NOTE: The above UCC affects Block 99, Lots 1.19 and 1.13.

Assignment of Financing Statement:

Assignee: CPC Funding SPE 2, LLC; Book: V4503, Page: 1482.

26. State UCC Search dated 03/25/22 vs. 45 River Road Urban Renewal Associates, L.L.C. shows: No active financing statements found of record. (Reported for informational purposes).

27. Pending Litigations vs. 45 River Road Urban Renewal Associates, L.L.C has been ordered but not yet received.

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ORT Form 4690 B I 8-1-16

Schedule B I

ALTA Commitment for Title Insurance

NJRB 3-09 Last Revised 5/23/17

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Schedule B-II

ALTA COMMITMENT

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Notwithstanding any provision of the policy to the contrary, the following matters are expressly excepted from the coverage of the policy, and the company will not pay loss or damage costs, attorney's fees or expenses that arise by reason of any encroachment, encumbrance, violation, variation or adverse circumstances affecting the title that would be disclosed by an accurate and complete survey of the land.
2. Any liens on your title, arising now or later, for labor and material, not shown by the public record.
3. Rights or claims of parties in possession of the Land not shown by the Public Records.
4. Amount of acreage is not hereby insured.
5. Subject to subsurface conditions not disclosed of record. (Owners Policy ONLY)
6. Easements or claims of easements, not shown by the public record.
7. The title to any lands lying in the bed of any street, road or avenue, abutting, adjoining, passing through or crossing subject property is not hereby insured.
8. Sub-surface conditions and/or encroachments which are not disclosed by an instrument of record. (As to Fee Policy only)
9. Content of acreage of subject property is not hereby insured.
10. The rights of the State of New Jersey in and to any part of the subject property which may or may not be alleged by the State of New Jersey to be or so hereafter determined to be salt marsh, tidelands, meadowlands or land now or formerly flowed by the water of the ocean, bays, rivers, streams, creeks, or other watercourse, and/or their tributaries.
11. The paramount rights of the Federal Government to regulate and/or control commerce and navigation in and to that portion of the subject property lying below the mean high water line of Hudson River and/or any watercourse affecting or crossing subject property, and further, to establish and change bulkhead lines and/or pierhead lines therein.
12. Any portion of the subject property lying below or beyond the mean high water line and/or bulkhead line and/or pierhead line of Hudson River and/or any watercourse affecting or crossing subject property is not hereby insured.

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13. Subject to covenants and restrictions, but omitting any such covenants or restrictions based on race, color, religion, sex or national origin, if any, contained in Deed Book 4133, Page 206; Deed Book V1725, Page 1911; Deed Book V1725, Page 1962.
14. Subject to grants and easements recorded in Deed Book 9598, Page 24; Deed Book V169, Page 1489; Deed Book V465, Page 761; Deed Book V776, Page 1913; Deed Book V929, Page 1867; Deed Book V943, Page 579; Deed Book V1092, Page 331; Deed Book V1092, Page 339; Deed Book V1097, Page 483; Deed Book V1103, Page 1700; Deed Book V2193, Page 237; Deed Book V2772, Page 1540; Deed Book V1725, Page 911; Deed Book V4133, Page 206; Deed Book 4133, Page 208; Deed Book 1063, Page 90; Deed Book 6848, Page 648; Deed Book 8015, Page 681; Deed Book 8015, Page 687 (All Affecting Tract II).
15. The rights of the State of New Jersey in and to any part of the subject property which may or may not be alleged by the State of New Jersey to be or so hereafter determined to be salt marsh, tidelands, meadowlands or land now or formerly flowed by the water of the ocean, bays, rivers, streams, creeks, or other watercourse, and/or their tributaries.
16. The paramount rights of the Federal Government to regulate and/or control commerce and navigation in and to that portion of the subject property lying below the mean high water line of Hudson River and/or any watercourse affecting or crossing subject property, and further, to establish and change bulkhead lines and/or pierhead lines therein.
17. Any portion of the subject property lying below or beyond the mean high water line and/or bulkhead line and/or pierhead line of Hudson River and/or any watercourse affecting or crossing subject property is not hereby insured.
18. The estate or interest of the State of New Jersey in and to all lands now or formerly flowed by the mean high tide.
NOTE: The land or a portion of the land described in the legal description schedule herein lies or appears to lie within the area claimed by the State of New Jersey as depicted on the Tidelands Claim Map, with any amendments and/or revisions thereto.
19. Terms and conditions, other than the condition that the grantee be the owner of the upland, contained in Riparian Grant, Lease or License set forth in Book 580, Page 104, amended by, Page Book 586, Page 118; etc. see Note below.. Should grant contain an automatic extension clause or is a license, the policy to be issued will not insure title to any portion of the subject property therein granted which is derived from the automatic extension provision contained in said grant, unless a confirmatory grant is obtained. NOTE: Book 797, Page 155; Book 2062, Page 598; Book 6896, Page 777; Book 6905, Page 36; Liber X-6, Page 102; Liber O, Page 21; Liber P, Page 75; Liber R, Page 373; Liber T, Page 296; Liber P, Page 162
20. Any and all terms, conditions, easements, rights of way, reservations, restrictions, provisions, limitations and/or requirements as set forth on Filed Map entitled, i.Park Edgewater, LLC, 45 River Road, Edgewater, NJ 07020 Subdivision Block 99, Lot 1, Proposed Lots 1.04, 1.11, 1.13 and 1.15 to 1.19, Borough of Edgewater, Bergen County, New Jersey, as Map 9582, filed 08/21/2014 .
21. Subject to terms and conditions contained in Deed Notices recorded in Deed Book V1562, Page 1367; Deed Book V1211, Page 1966; Deed Book V1211, Page 2010; Deed Book V1211, Page 2054; Deed Book V1211, Page 2110; Deed Book V1510, Page 731; Deed Book V1562, Page 1367 and Deed Book V1211 Page 1890; Deed Book V1211 Page 1966; Deed Book V1861 Page 2404, Deed Book V1510 Page 731 and Deed Book V1562 Page 1367. (Tract I and II)
22. Subject to agreements recorded in Deed Book 940, Page 24. (Tract II)
23. Parking Garage Declaration recorded in Deed Book V1738 Page 1436. (Tract II)
24. Subject to Permit recorded in Deed Book V2195, Page 1976. (Tract II)

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25. Subject to restrictions recorded in Deed Book 4133, Page 206; Deed Book V169, Page 1496; and Deed Book V1725, Page 1911. (Tract II)
26. Subject to terms and conditions as set forth in Deed Book V1866, Page 895 and Deed Book V4254, Page 1450.
27. Rights or claims of parties in possession under any unrecorded lease.
28. Rights of tenants in possession under N.J.S.A. 2A:18-61.1 et seq.
29. Subject to any loss(es) resulting from the discrepancies between the legal description of the property and the tax map. In the event there is a discrepancy, the lesser of the two dimensions will be insured.
30. LOL Flood Hazard Certificate dated 03/10/22 shows: Special Flood Hazard (Reported for Information Only).
Please Note: Flood Hazard Certificates are ordered as an accommodation to our clients upon their request. This company makes no representations as to their accuracy or validity, and such certificates do not fall within the scope of our coverage.

The following endorsement(s) will be attached to the final loan policy, unless specifically designated for an owner's policy.

A. Loan Policy

- | | |
|---|---|
| <input checked="" type="checkbox"/> ALTA 6-06 | Variable Rate |
| <input checked="" type="checkbox"/> NJRB 5-157 | ALTA Endorsement 9.10-06 (Restrictions, Encroachments, and Minerals - Current Violations - Loan Policy) |
| <input checked="" type="checkbox"/> ALTA 8.2-06 | Commercial Environmental Protection Lien |
| <input checked="" type="checkbox"/> ALTA 17-06 | Access and Entry |

B. Owner's Policy
NONE

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Exhibit A

ALTA COMMITMENT

Property Description

Property 1:

ALL that (those) certain lot(s), tract(s) or parcel(s) of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Edgewater, County of Bergen, and State of New Jersey and is bounded and described as follows:

Description of Lot 1.19 in Block 99 as shown on "I.Park Edgewater, LLC –Subdivision Block 99 Lot 1 ..." filed in the Bergen County Clerk's Office on Aug. 21, 2014 as Filed Map No. 9582, also known as 8 Somerset Lane, in the Borough of Edgewater, Bergen County, New Jersey

Beginning at the northeasterly corner of said Lot 1.19, at a point in the westerly line of Somerset Lane (identified as "Proposed Road A" on said Filed Map), said point being distant the following courses and distances from the northwesterly corner of Lot 1.14 as shown on said Filed Map:

- a. Along the easterly line of Somerset Lane South 30 degrees 00 minutes 57 seconds West, a distance of 262.91 feet, thence;
- b. At right angles to Somerset Lane North 59 degrees 59 minutes 03 seconds West, a distance of 35.00 feet to the Point of Beginning, and running thence:
 1. Along the westerly line of Somerset Lane South 30 degrees 00 minutes 57 seconds West, a distance of 173.04 feet, thence;
 2. Along the division line between Subject Property and Lot 1.19 as shown on said Filed Map North 59 degrees 59 minutes 03 seconds West, a distance of 75.48 feet, thence;
 3. Still along said division line North 30 degrees 00 minutes 57 seconds East, a distance of 173.04 feet, thence;
 4. Still along said division line South 59 degrees 59 minutes 03 seconds East, a distance of 75.48 feet to the Point of Beginning.

The above description is drawn in accordance with a survey made by Schan Associates, dated 11/21/20

FOR INFORMATIONAL PURPOSES ONLY: BEING known as Tax Lot 1.19, in Tax Block 99, on the Official Tax Map of the Borough of Edgewater.

FOR INFORMATIONAL PURPOSES ONLY: The mailing address is: 8 Somerset Lane, (f/k/a 45 River Road) Edgewater, New Jersey 07020

Property 2:

ALL that (those) certain lot(s), tract(s) or parcel(s) of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Edgewater, County of Bergen, and State of New Jersey and is bounded and described as follows:

Description of Lot 1.13 in Block 99 as shown on "I.Park Edgewater, LLC – Subdivision Block 99 Lot 1 ..." filed in the Bergen County Clerk's Office on Aug. 21, 2014 as Filed Map No. 9582, in the Borough of Edgewater, Bergen County, New Jersey

Beginning at the southeast corner of Lot 1.13, at the intersection of the westerly line of Somerset Lane (identified as "Proposed Road A" on said Filed Map), with the northerly line of Pembroke Way (identified as "Proposed Road C" on said Filed Map), and running thence:

1. Along said northerly line North 59 degrees 59 minutes 03 seconds West, a distance of 144.49 feet, thence;

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ORT Form 4690 8-1-16

Exhibit A

ALTA Commitment for Title Insurance

Old Republic National Title Insurance Company

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2. Along the division line between Subject Property and Lot 1.18 as shown on said Filed Map, lands now or formerly of WGI Edgewater Owner, LLC North 30 degrees 00 minutes 57 seconds East, a distance of 361.04 feet, thence;
3. Along the division line between Subject Property and Lot 1.11 as shown on said Filed Map, lands now or formerly of One Main Street Edgewater, LLC South 59 degrees 59 minutes 03 seconds East, a distance of 144.49 feet to the westerly line of said Somerset Lane, thence;
4. Along said westerly line South 30 degrees 00 minutes 57 seconds West, a distance of 70.00 feet, thence;
5. Along the division line between Subject Property and Lot 1.19 as shown on said Filed Map North 59 degrees 59 minutes 03 seconds West, a distance of 75.48 feet, thence
6. Still along said division line South 30 degrees 00 minutes 57 seconds West, a distance of 173.04 feet, thence;
7. Still along said division line South 59 degrees 59 minutes 03 seconds East, a distance of 75.48 feet to the westerly line of Somerset Lane, thence;
8. Along said westerly line South 30 degrees 00 minutes 57 seconds West, a distance of 118.00 feet to the Point of Beginning.

The above description is drawn in accordance with a survey made by Schan Associates, dated 11/21/20

FOR INFORMATIONAL PURPOSES ONLY: BEING known as Tax Lot 1.13, in Tax Block 99, on the Official Tax Map of the Borough of Edgewater.

FOR INFORMATIONAL PURPOSES ONLY: The mailing address is: 45 River Road, Edgewater, New Jersey 07020.

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ORT Form 4690 8-1-16

Chain of Title

ALTA Commitment for Title Insurance

Old Republic National Title Insurance Company

Page 13 of 13

Survey Endorsement (For Commitment or Policy)



Attached to and forming a part of Loan Policy No. issued by
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Exception No. is removed. Notwithstanding any provision in the policy to the contrary, unless an exception is taken in Schedule B, the policy insures against loss arising from any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title. The following matters shown on a survey made by Schan Associates, dated ____11/21/20____, are added to Schedule B:

1. Concrete block curb encroaches over Southerly sideline. Final Mortgage policy will insure that the aforesaid does not interfere with the use and enjoyment of the property for residential purposes.
2. Trash enclosure encroaches over Westerly sideline. Final Mortgage policy will insure that the aforesaid does not interfere with the use and enjoyment of the property for residential purposes.
3. Riparian Claims running through property. Final Mortgage policy will insure that the aforesaid does not interfere with the use and enjoyment of the property for residential purposes.
4. Driveway extends into ROW of Somerset Lane. Final Mortgage Policy will insure against monetary loss or damage caused by enforced compulsory removal.

Subject to receipt of Survey Affidavit of No Change.

This policy does not insure against errors or inaccuracies in the survey with respect to matters which do not affect title.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

By

President

Attest

Secretary

PROPERTY DESCRIPTION - LOT 119

DESCRIPTION OF LOT 119 IN BLOCK 99 AS SHOWN ON "PARK EDGEWATER, LLC - SUBDIVISION BLOCK 99 LOT 1" FILED IN THE BERGEN COUNTY CLERK'S OFFICE ON AUG. 21, 2014 AS FILED MAP No. 9582, ALSO KNOWN AS 8 SOMERSET LANE, IN THE BOROUGH OF EDGEWATER, BERGEN COUNTY, NEW JERSEY

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 119, AT A POINT IN THE WESTERLY LINE OF SOMERSET LANE (IDENTIFIED AS "PROPOSED ROAD A" ON SAID FILED MAP), SAID POINT BEING DISTANT THE FOLLOWING COURSES AND DISTANCES FROM THE NORTH-WESTERLY CORNER OF LOT 114 AS SHOWN ON SAID FILED MAP:

- A. ALONG THE EASTERLY LINE OF SOMERSET LANE SOUTH 30 DEGREES 00 MINUTES 51 SECONDS WEST A DISTANCE OF 762.91 FEET, THENCE
- B. AT RIGHT ANGLES TO SOMERSET LANE NORTH 93 DEGREES 59 MINUTES 03 SECONDS WEST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING AND RUNNING THENCE;
1. ALONG THE WESTERLY LINE OF SOMERSET LANE SOUTH 30 DEGREES 00 MINUTES 51 SECONDS WEST, A DISTANCE OF 113.04 FEET, THENCE
2. ALONG THE DIVISION LINE BETWEEN SUBJECT PROPERTY AND LOT 119 AS SHOWN ON SAID FILED MAP NORTH 59 DEGREES 59 MINUTES 03 SECONDS WEST, A DISTANCE OF 15.48 FEET, THENCE
3. STILL ALONG SAID DIVISION LINE NORTH 30 DEGREES 00 MINUTES 51 SECONDS EAST A DISTANCE OF 113.04 FEET, THENCE
4. STILL ALONG SAID DIVISION LINE SOUTH 59 DEGREES 59 MINUTES 03 SECONDS EAST A DISTANCE OF 15.48 FEET TO THE POINT OF BEGINNING

CONTAINING: 13,261 SQUARE FEET, MORE OR LESS

ENCROACHMENTS:

1. TRASH ENCLOSURE AND CONCRETE PAD CURRENTLY USED BY HOTEL ON LOT 119 IS PARTIALLY ON SUBJECT PROPERTY. ACCESS TO TRASH ENCLOSURE IS ACROSS SUBJECT PROPERTY.
2. PVC SHED APPARENTLY USED BY HOTEL IS PARTIALLY ON SUBJECT PROPERTY.
3. APPROX 4" - 5" OF PARKING LOT PAVEMENT ON LOT 113 ENCLOSES ONTO HOTEL PROPERTY (LOT 118)
4. PART OF SOMERSET LANE PAVEMENT AND DRAINAGE STRUCTURES ENCLOSE ONTO SUBJECT PROPERTY.
5. PEMBROKE WAY CURB AND SIDEWALK ENCLOSES ONTO SUBJECT PROPERTY.
6. BUILDING ENCLOSES ONTO PORTION OF WATER LINE EASEMENT.
7. BUILDING ENCLOSES ONTO LOT 113

(5) - ENCROACHMENT LOCATION ON SURVEY

SCHEDULE B SECTION II EXCEPTIONS

10. NOT PLOTTABLE DUE TO INSUFFICIENT INFORMATION IN DEED: RIPARIAN GRANT - BOOK 0 P 21 SEWER EASEMENT TO BOROUGH OF EDGEWATER BOOK 940 P.24 NO PLOTTABLE PARCELS IN DEED TO PUBLIC SERVICE ELECTRIC & GAS CO. AND NEW JERSEY BELL - BOOK 6848 P.648, PLAN "DPL-12-251" CITED IN DEED IS NOT PROVIDED. OFFSITE/DOES NOT AFFECT SUBJECT PROPERTY - BOOK V329 P.1867, BOOK V343 P.579, BOOK V1092 P.331, BOOK V1092 P.339, BOOK V1131 P.2462, BOOK V1131 P.2469, BOOK V1143 P.2021 SUBJECT PROPERTY IS PART OF "ENTIRE TRACT" AS DESCRIBED IN DEED. NO PLOTTABLE EASEMENTS OR OTHER PARCELS COVERING OR LYING WITHIN SUBJECT PROPERTY - BOOK V343 P.353, BOOK V1093 P.1100, BOOK V1600 P.355 DEEDS AFFECTING SUBJECT PROPERTY - BOOK V1609 P.1124 - PARKING EASEMENT AGREEMENT - PARCEL I DESCRIBED THEREIN IS LOT 113 AS SHOWN HEREON. PARCEL II DESCRIBED THEREIN IS LOT 119 AS SHOWN HEREON. BOOK V1091 P.483 - WATER LINE EASEMENT - SHOWN HEREON. BOOK V125 P.1911 - GRANT OF CONSERVATION RESTRICTION/EASEMENT PUBLIC WATERFRONT ACCESS EASEMENT DESCRIBED THEREIN IS OFFSITE. DEED CONTAINS A DESCRIPTION OF LOT 119 - SHOWN HEREON.
14. NOT PLOTTABLE DUE TO INSUFFICIENT INFORMATION IN DEED: RIPARIAN GRANTS - BOOK 0 P 21, BOOK P P.15, BOOK 580 P.104, BOOK 586 P.118, BOOK 791 P.155, BOOK 2062 P.598 RIPARIAN GRANTS BOOK X6 P.102, BOOK 6896 P.111, BOOK 6305 P.36 - COVERS OFFSITE AREAS AND TWO 5' WIDE STREAMS SHOWN HEREON.
15. FILED MAP 9582 - NO PLOTTABLE EASEMENTS OR OTHER PARCELS SHOWN ON FILED MAP ARE WITHIN SUBJECT PROPERTY.
16. DEED BOOK V1600 P.804 - DESCRIBED PARCEL IS LOT 111 (OFFSITE). NO PLOTTABLE EASEMENTS OR OTHER PARCELS WITHIN SUBJECT PROPERTY.
17. DEED BOOK V139 P.2058 - REAFFIRMATION OF DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS AS PER DEED BOOK V125 P.1962 - DESCRIBED PROPERTIES INCLUDES LOT 119 AS SHOWN HEREON. LOT 111 AS SHOWN HEREON IS DEPICTED AS "COMMON AREA ON A MAP IN SAID DEED.
19. OFFSITE/DOES NOT AFFECT SUBJECT PROPERTY - BOOK V121 P.2110, BOOK V1510 P.139 SUBJECT PROPERTY IS PART OF "ENTIRE TRACT" AS DESCRIBED IN DEED. NO PLOTTABLE EASEMENTS OR OTHER PARCELS COVERING OR LYING WITHIN SUBJECT PROPERTY - BOOK V121 P.1966, BOOK V121 P.2010, BOOK V121 P.2054, BOOK V1562 P.1367
20. NOT PLOTTABLE DUE TO INSUFFICIENT INFORMATION IN DEED: SEWER EASEMENT TO BOROUGH OF EDGEWATER BOOK 940 P.24
21. FILED MAPS 9512 & 9582 - NO PLOTTABLE EASEMENTS OR OTHER PARCELS SHOWN ON FILED MAP ARE WITHIN SUBJECT PROPERTY.

PROPERTY DESCRIPTION - LOT 113

DESCRIPTION OF LOT 113 IN BLOCK 99 AS SHOWN ON "PARK EDGEWATER, LLC - SUBDIVISION BLOCK 99 LOT 1" FILED IN THE BERGEN COUNTY CLERK'S OFFICE ON AUG. 21, 2014 AS FILED MAP No. 9582, IN THE BOROUGH OF EDGEWATER, BERGEN COUNTY, NEW JERSEY

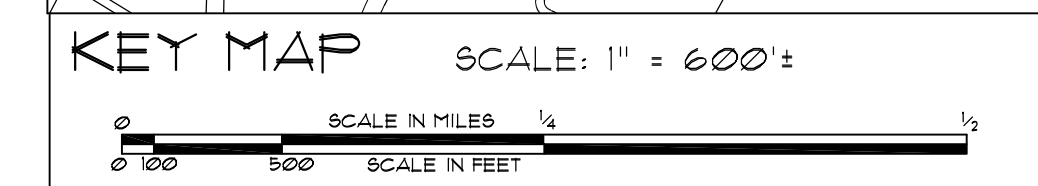
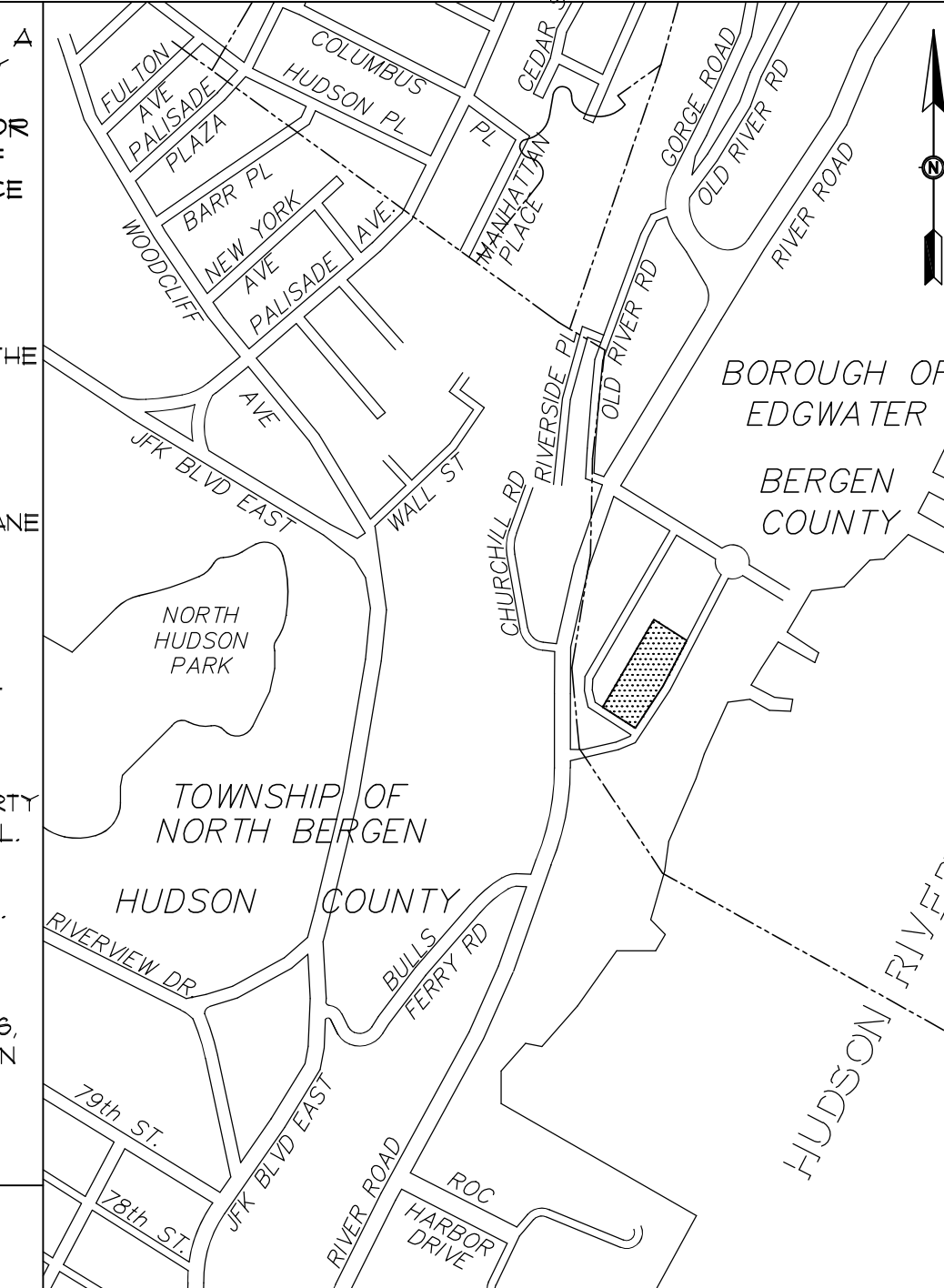
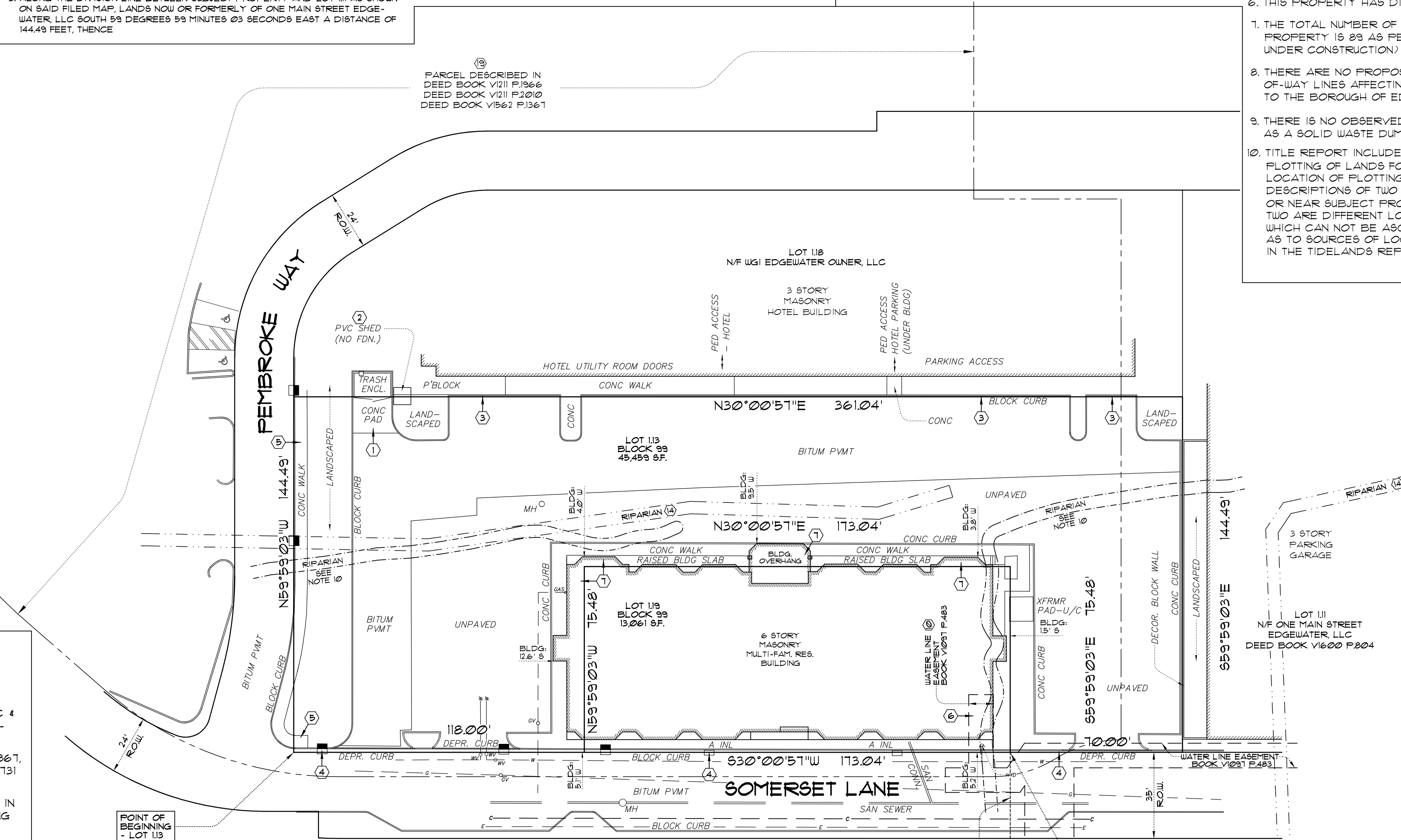
BEGINNING AT THE SOUTHEAST CORNER OF LOT 113, AT THE INTERSECTION OF THE WESTERLY LINE OF SOMERSET LANE (IDENTIFIED AS "PROPOSED ROAD A" ON SAID FILED MAP) WITH THE NORTHERLY LINE OF PEMBROKE WAY (IDENTIFIED AS "PROPOSED ROAD C" ON SAID FILED MAP), AND RUNNING THENCE:

1. ALONG SAID NORTHERLY LINE NORTH 59 DEGREES 59 MINUTES 03 SECONDS WEST A DISTANCE OF 144.49 FEET, THENCE
2. ALONG THE DIVISION LINE BETWEEN SUBJECT PROPERTY AND LOT 119 AS SHOWN ON SAID FILED MAP, LANDS NOW OR FORMERLY OF WGI EDGEWATER OWNER, LLC NORTH 30 DEGREES 00 MINUTES 51 SECONDS EAST A DISTANCE OF 361.04 FEET, THENCE
3. ALONG THE DIVISION LINE BETWEEN SUBJECT PROPERTY AND LOT 111 AS SHOWN ON SAID FILED MAP, LANDS NOW OR FORMERLY OF ONE MAIN STREET EDGEWATER, LLC SOUTH 59 DEGREES 59 MINUTES 03 SECONDS EAST A DISTANCE OF 144.49 FEET, THENCE

CONTAINING: 39,103 SQUARE FEET, MORE OR LESS

NOTES:

1. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE LAWS AND/OR MINIMUM STANDARDS OF THE STATE OF NEW JERSEY.
2. THE PROPERTY DESCRIBED HEREON (THE "PROPERTY") IS THE SAME AS THE PROPERTY DESCRIBED IN OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT No. BRQ-18 WITH AN EFFECTIVE DATE OF 10/29/2020, AND THAT ALL EASEMENTS, COVENANTS, AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE PROPERTY OR OTHERWISE KNOWN TO THE UNDERSIGNED HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE PROPERTY.
3. ALL UTILITIES SERVING THE PROPERTY ENTER THROUGH ADJOINING STREETS AND/OR EASEMENTS OF RECORD.
4. THE PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION AE BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP No. 34003C0286H, DATED AUG 28, 2019, FOR COMMUNITY No. 340029 IN BERGEN COUNTY, STATE OF NEW JERSEY, WHICH IS THE CURRENT FLOOD INSURANCE FOR THE COMMUNITY IN WHICH THE PROPERTY IS LOCATED.
5. THERE ARE NO ENCROACHMENTS ONTO ADJOINING PREMISES, STREETS, OR ALLEYS BY ANY BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS LOCATED ON THE PROPERTY, AND NO ENCROACHMENTS ONTO THE PROPERTY BY BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS SITUATED ON ADJOINING PREMISES, EXCEPT AS LISTED HEREON.
6. THIS PROPERTY HAS DIRECT ACCESS TO SOMERSET LANE
7. THE TOTAL NUMBER OF PARKING SPACES ON THE PROPERTY IS 89 AS PER SITE PLAN (PARKING LOT IS UNDER CONSTRUCTION)
8. THERE ARE NO PROPOSED CHANGES IN STREET RIGHT-OF-WAY LINES AFFECTING THE PROPERTY, ACCORDING TO THE BOROUGH OF EDGEWATER.
9. THERE IS NO OBSERVED EVIDENCE OF USE OF PROPERTY AS A SOLID WASTE DUMP, GUMP, OR SANITARY LANDFILL.
10. TITLE REPORT INCLUDES A TIDELANDS REPORT WITH A PLOTTING OF LANDS FORMERLY FLOWED BY HIGH TIDE. LOCATION OF PLOTTING DOES NOT MATCH THE DEED DESCRIPTIONS OF TWO 5' WIDE STREAMS THAT ARE ON OR NEAR SUBJECT PROPERTY. IT IS LIKELY THAT THE TWO ARE DIFFERENT LOCATIONS OF THE SAME STREAMS, WHICH CAN NOT BE ASCERTAINED WITHOUT INFORMATION AS TO SOURCES OF LOCATIONS AND METHODS USED IN THE TIDELANDS REPORT.



LEGEND

○	STORM/SAN MANHOLE STRUCTURE
○ SAN C/O	SANITARY SEWER CLEANOUT
■	TYPE B INLET
○	UTILITY POLE
○	HYDRANT
○	FOUND CORNER
RCP	REINFORCED CONCRETE PIPE
HDP	HIGH-DENSITY POLYETHYLENE (PLASTIC PIPE)
PVC	POLYVINYL CHLORIDE (PLASTIC PIPE)
DIP	DUCTILE IRON PIPE
FDN	FOUNDATION
—G—	UNDERGROUND GAS LINE
—W—	UNDERGROUND WATER LINE
—E—	OVERHEAD ELECTRIC WIRE(S)
—C—	OVERHEAD COMMUNICATIONS WIRE(S)

TO: THE COMMUNITY PRESERVATION CORPORATION
THEIR SUCCESSORS AND/OR ASSIGNS, AS THEIR INTERESTS MAY APPEAR
45 RIVER ROAD URBAN RENEWAL ASSOCIATES, LLC
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
BERGENLINE REAL ESTATE SERVICES, LLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6a, 6b, 7a, 8, 9, 10a, 11, 13, 16, 4, 19, OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON 21 NOV 2020
DATE OF PLAT OR MAP: 21 NOV 2020

DATE	REVISIONS	BY

SCHAN ASSOCIATES
41 HORSENECK ROAD
MONTVILLE, NJ 07045
973-541-1555

PROJECT No: 1118
DATE: 21 NOV 2020
SCALE: 1" = 30'
CHECKED BY: AS
DRAFTED BY: AS

ANDRE SCHAN
PROFESSIONAL LAND SURVEYOR NJ LIC. 30749

ALTA/ACSM LAND TITLE SURVEY
LOTS 1.13 & 1.19 - BLOCK 99
TAX ASSESSMENT MAP DESIGNATION
8 SOMERSET LANE
BOROUGH OF EDGEWATER
BERGEN COUNTY NEW JERSEY

SHEET
1
OF
1

SURVEY AFFIDAVIT

State of New Jersey
County of Bergen

The undersigned **45 River Road Associates, L.L.C. and Joseph A. Daibes**, being the owners of real property commonly known as **8 Somerset Lane (f/k/a 45 River Road), Edgewater, NJ 07020**, after being duly sworn do depose and state as follows:

1. **Representations:** The statements in this affidavit are true to the best of our knowledge, information and belief.
2. **Property:** We are the present owners of the property located at **8 Somerset Lane (f/k/a 45 River Road), Edgewater, NJ 07020**, in the **Borough of Edgewater, County of Bergen, State of New Jersey**.
3. **Survey:** We have examined the survey of this property made by Schan Associates, dated 11/21/20 .
4. **No Change:** The survey shows this property in its present condition. There have been no changes in the boundary lines of this property or in the buildings, fences, or other improvements as shown on the survey. No buildings, fences, or other improvements have been constructed on or next to this property since the date of the survey except:

_____.
5. **Easements:** No other persons have any right to use this property, except for the rights of utility companies to use this property along the road or for the purpose of serving the property; nor do other persons have the right of joint or separate use of any driveway, stairway, walk or path on or across the property.
6. **Reliance:** We are aware that our Lender, Title Insurer and any other parties who have an interest in or who may be affected by this transaction rely on our truthfulness and on the statements made in this affidavit.

45 River Road Associates, L.L.C.,
a Limited Liability Company



NEW JERSEY TAX & ASSESSMENT SEARCH

For: ACTION TITLE NJ TAX B
Customer ID: 531166333
Reference #: AC1MSQ-12441~Tax-
Ass1362214841
Order #: 8424960/MT-069-8424960
Completed Date: 03/14/2022

CERTIFICATE OF CURRENT PROPERTY TAX AND ASSESSMENT STATUS FOR:

Block: 99
Lot 1.19
Also:

Assessed Owner: 45 RIVER ROAD ASSOCIATES LLC
Property Location: 45 RIVER ROAD
Mailing: 125 RIVER RD UNIT 301
EDGEWATER, NJ 07020

Municipality: EDGEWATER BORO(BERGEN)
55 River Road

EDGEWATER, NJ 07020
(201) 943-1700

Property Class *: 4C - Apartments
Lot Size: 0.300AC 13061SF

Cert of Occup.: New Construction, Resales & Re
Smoke detector: Required as per NJAC 5:70-4.19
Call (973) 263-4350 for inspection
Inspection Fee \$ 30.00 for inspection

Assessed Values: **Land:**\$1,100,000 **Improvements:**\$575,000 **Total:**\$1,675,000
Tax Rate: 2.253 per \$100 of Assessed Value
Tax Deductions: None
2021 Taxes: \$38,956.89 PAID IN FULL
2022 Qtr 1 Due: 02/01/2022 \$9,434.00 PAID
2022 Qtr 2 Due: 05/01/2022 \$9,434.00 OPEN
2022 Qtr 3 Due: 08/01/2022 TO BE DETERMINED
2022 Qtr 4 Due: 11/01/2022 TO BE DETERMINED
2023 Qtr 1 Due: 02/01/2023 TO BE DETERMINED
2023 Qtr 2 Due: 05/01/2023 TO BE DETERMINED

Added Assessments: None
Water: PRIVATE - SUEZ 69 Devoe Pl. Hackensack,NJ 07601 800-422-5987

Sewer: Included with Taxes; Subject to excess charges

Confirmed Assessments: None
Liens: None

Additional Vacant/Abandoned Property Fees may apply. Municipalities reserve the right to impose property registration fees on a property deemed vacant/abandoned and additional fees on a property in which foreclosure proceedings have commenced. These fees are municipal charges subject to tax sale. It is advised that funds be escrowed to cover these potential fees. Please contact the municipality to confirm status.

Unconfirmed Assessment Certificate

Ordinance #: None **Adopted On: None** **Improvement Type: None**

***Not to be used to determine "residential use" for the purposes of P.L. 2004, c. 66, section 8.**

Charles Jones LLC guarantees that the above information accurately reflects the contents of the public record as of the completed date.



NEW JERSEY TAX & ASSESSMENT SEARCH

For: ACTION TITLE NJ TAX B
Customer ID: 531166333
Reference #: AC1MSQ-12441~Tax-Ass1362220269
Order #: 8432971/MT-075-8432971
Completed Date: 03/18/2022

CERTIFICATE OF CURRENT PROPERTY TAX AND ASSESSMENT STATUS FOR:

Block: 99
Lot 1.13
Also:

Assessed Owner: 45 RIVER RD URBAN ASSOC LLC
Property Location: 45 RIVER ROAD
Mailing: 125 RIVER RD STE 301
EDGEWATER NJ 07020

Municipality: EDGEWATER BORO(BERGEN)
55 River Road

EDGEWATER, NJ 07020
(201) 943-1700

Property Class *: 4A - Commercial
Lot Size: 0.898AC 39103SF

Cert of Occup.: New Construction, Resales & Re
Smoke detector: Required as per NJAC 5:70-4.19
Call (973) 263-4350 for inspection
Inspection Fee \$ 30.00 for inspection

Assessed Values: **Land:**\$1,075,300 **Improvements:**\$25,000 **Total:**\$1,100,300
Tax Rate: 2.253 per \$100 of Assessed Value
Tax Deductions: None
2021 Taxes: \$24,789.76 PAID IN FULL
2022 Qtr 1 Due: 02/01/2022 \$6,197.00 OPEN PLUS PENALTY
2022 Qtr 2 Due: 05/01/2022 \$6,197.00 OPEN
2022 Qtr 3 Due: 08/01/2022 TO BE DETERMINED
2022 Qtr 4 Due: 11/01/2022 TO BE DETERMINED
2023 Qtr 1 Due: 02/01/2023 TO BE DETERMINED
2023 Qtr 2 Due: 05/01/2023 TO BE DETERMINED

Added Assessments: None
Water: PRIVATE - SUEZ 69 Devoe Pl. Hackensack,NJ 07601 800-422-5987

Sewer: Included with Taxes; Subject to excess charges

Confirmed Assessments: None
Liens: None

Additional Vacant/Abandoned Property Fees may apply. Municipalities reserve the right to impose property registration fees on a property deemed vacant/abandoned and additional fees on a property in which foreclosure proceedings have commenced. These fees are municipal charges subject to tax sale. It is advised that funds be escrowed to cover these potential fees. Please contact the municipality to confirm status.

General Remark: SUBJECT TO ADD'L 6% PENALTY FOR BALANCES OVER \$10,000.00
General Remark: SUBJECT TO TAX SALE. SUBJECT TO ADDITIONAL FEES
General Remark: TOTAL INTEREST ON TAXES & 6% PENALTY THRU 4/15/2022 \$229.29
Miscellaneous 6% PENALTY : 2021 4TH QTR \$3,946.45 OPEN PLUS PENALTY

Unconfirmed Assessment Certificate

Ordinance #: None **Adopted On: None** **Improvement Type: None**

*Not to be used to determine "residential use" for the purposes of P.L. 2004, c. 66, section 8.

Charles Jones LLC guarantees that the above information accurately reflects the contents of the public record as of the completed date.



NEW JERSEY TAX & ASSESSMENT SEARCH

For: ACTION TITLE NJ TAX B
Customer ID: 531166333
Reference #: AC1MSQ-12441~Tax-
Ass1362220269
Order #: 8432971/MT-075-8432971
Completed Date: 03/18/2022

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

STANDARD FLOOD HAZARD DETERMINATION FORM (SFHDF)

OMB Control No. 1660-0040
Expires: 10/31/18

SECTION I - LOAN INFORMATION		
1. LENDER/SERVICER NAME AND ADDRESS Hanover Bank, ISAOA/ATIMA 80 E. Jericho Turnpike Mineola, NY 11501		2. COLLATERAL DESCRIPTION (Building/Mobile Home/Property) (See instructions for more information.) 8 Somerset Lane Edgewater, NJ block 99 lot 1.19 & 1.13
3. LENDER/SERVICER ID #	4. LOAN IDENTIFIER	5. AMOUNT OF FLOOD INSURANCE REQUIRED

SECTION II			
A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION			
1. NFIP Community Name Edgewater (Borough)	2. County(ies) Bergen	3. State NJ	4. NFIP Community Number 340029
B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME			
1. NFIP Map Number or Community-Panel Number (Community name, if not the same as "A") 34003C0286H	2. NFIP Map Panel Effective / Revised Date August 28, 2019	3. Is there a Letter of Map Change (LOMC)? <input checked="" type="radio"/> NO <input type="radio"/> YES (If yes, and LOMC date/no. is available, enter date and case no. below).	
4. Flood Zone AE	5. No NFIP Map	Date	Case No.

C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply.)

1. Federal Flood Insurance is available (community participates in the NFIP). Regular Program Emergency Program of NFIP

2. Federal Flood Insurance is not available (community does not participate in the NFIP).

3. Building/Mobile Home is in a Coastal Barrier Resources Area (CBRA) or Otherwise Protected Area (OPA). Federal Flood Insurance may not be available.
CBRA/OPA Designation Date: _____

D. DETERMINATION

IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA (ZONES CONTAINING THE LETTERS "A" OR "V")? YES NO

If yes, flood insurance is required by the Flood Disaster Protection Act of 1973.
If no, flood insurance is not required by the Flood Disaster Protection Act of 1973. Please note, the risk of flooding in this area is only reduced, not removed.

This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and any other information needed to locate the building /mobile home on the NFIP map.

E. COMMENTS (Optional)
prepared for: Main Street Title & Settlement Services, LLC, 190 Main Street, Hackensack, NJ 07601 (MSQ-12441)

Subject lots are in the special flood hazard area.

for LIFE OF LOAN

F. PREPARER'S INFORMATION	
NAME, ADDRESS, TELEPHONE NUMBER (If other than Lender) Flood Zone Certification, Inc. PO Box 2 Westwood, NJ 07675 201 666 6640	DATE OF DETERMINATION March 10, 2022

Hereby certifies to:

ACTION TITLE RESEARCH, LLC*
519 South Broad Street
Glen Rock, NJ 07452

Ref/File# MSQ-12441~105708

WTG# 19232111-19296471-AR



THAT THE PROPERTY HEREINAFTER DESIGNATED IS CLAIMED BY THE STATE OF NEW JERSEY AS AREA NOW OR FORMERLY BELOW MEAN HIGH WATER AS SHOWN ON THE TIDELANDS MAP (IF APPLICABLE) PREPARED BY THE OFFICE OF ENVIRONMENTAL ANALYSIS AND APPROVED BY THE TIDELANDS RESOURCE COUNCIL AND/OR FROM OBSERVED/AS SEEN CONDITIONS ON AERIAL PHOTOGRAPHY.

APPLICABLE TIDELANDS MAP

Tidelands Map (Adoption Date): 714-2184 (05/27/1982)

DESIGNATED PROPERTY

County: Bergen

Municipality: Edgewater Borough

Block: 99 Lot: 1.19

Street Number & Name: 8 Somerset Ln

As shown on Tax Map:

SEARCH RESULTS

Findings: CLAIMED

Estimated Tideland Coverage: 1-5%

Dated: 03/10/2022

THIS PERCENTAGE IS AN ESTIMATE ONLY AND IS SUBJECT TO REVIEW AND APPROVAL BY THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION BUREAU OF TIDELANDS AND THE TIDELANDS RESOURCE COUNCIL

IN WITNESS WHEREOF, WESTERN TECHNOLOGIES GROUP, LLC. HAS CAUSED THIS CERTIFICATE TO BE EXECUTED BY ITS PRESIDENT.



SUBJECT PROPERTY

County: Bergen State: New Jersey
Municipality: Edgewater Borough
Block: 99 Lot: 1.19
As shown on
Street Number & Name: 8 Somerset Ln
Present Owner:
Tidelands Map *Cf qr map F cvg+#: 714-2184 (05/27/1982)

In response to your request, Western Technologies Group, LLC has reviewed the conveyance maps of the New Jersey Tidelands Management Bureau for prior tideland instruments which may affect the above referenced property. The results are as follows:

Tidelands Instruments found:

Tidelands Bureau File Data

Recipient	Date	Liber Book	Page	File#	Consideration
10 Grant to Lever Brothers Company,	11/1/84,	Liber X-6,	Pg 102,		
etc,	Cons \$ 43,000.00,	File 82	-0620		

SEARCH RESULTS

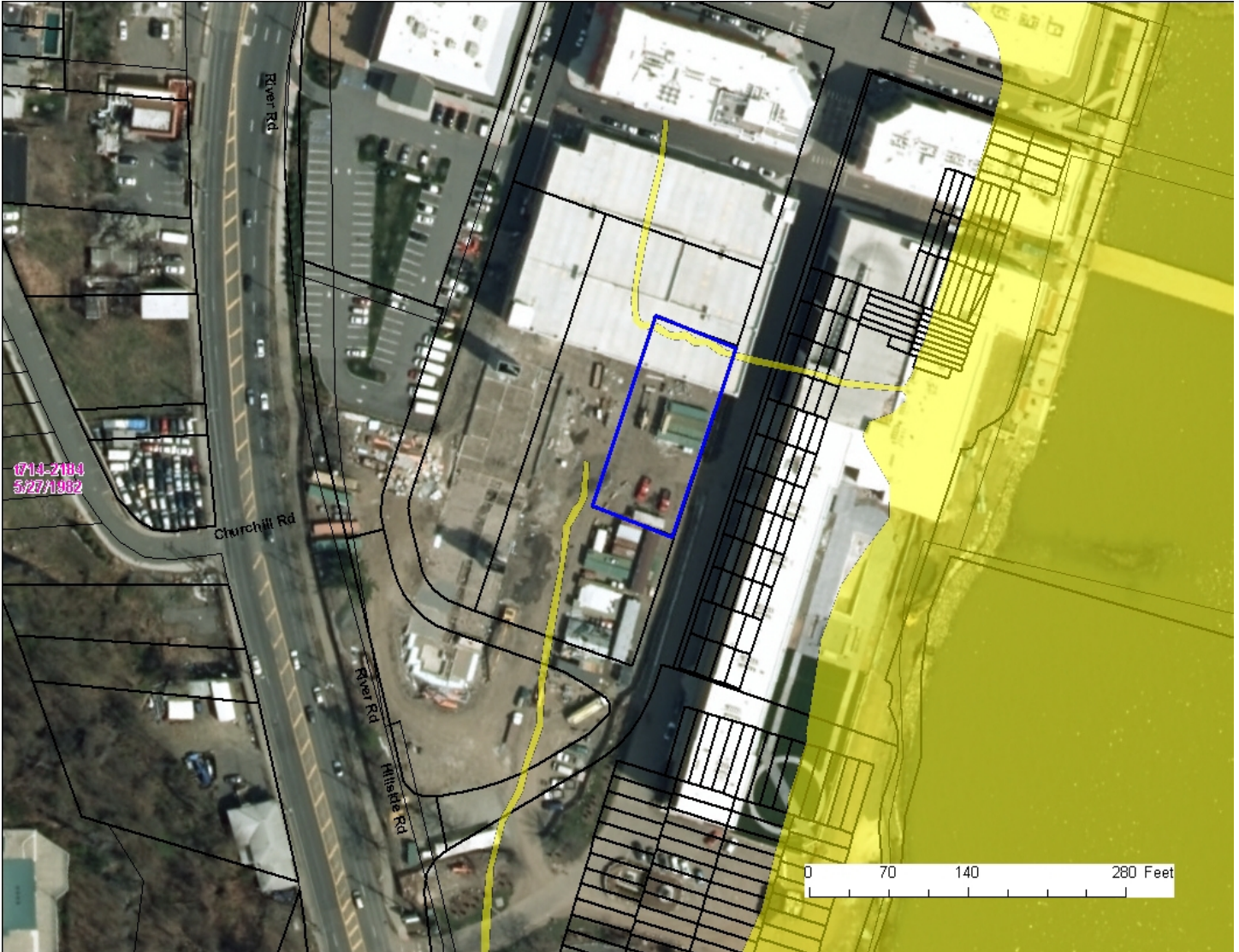
We recommend careful review of the instrument (s) listed above. WTG, LLC is simply reporting that these instruments appear in the records of the Tidelands Management Bureau, and it assumes no responsibility for their nature, extent, or validity. This office can supply copies of any such instruments upon request, for a fee.

Dated: 03/10/2022

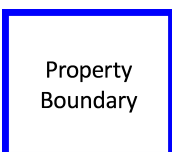


Tidelands Report

Powered by



8 Somerset Ln, Edgewater Borough, NJ Block: 99 Lot: 1.19
 Maps: 714-2184 (05/27/1982)



Claimed

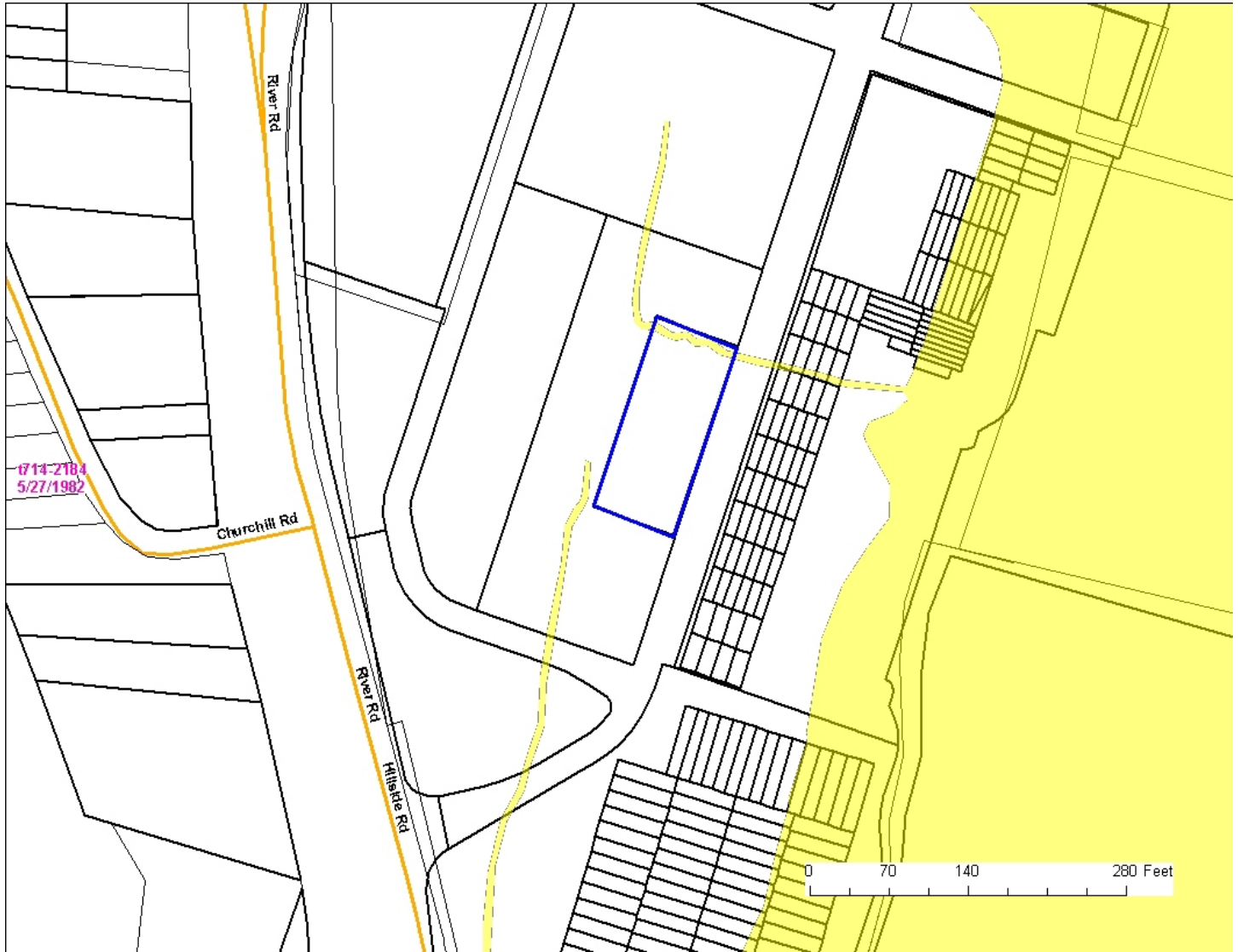


Unclaimed

The areas, boundaries and dimensions shown on this plan are derived from record tideland grants, quitclaim deeds, leases, licenses, easements and judgments quieting title. This map should be used for reference purposes only. The individual instrument should be consulted to ascertain the accurate legal description and the significance of all substantive terms and conditions.

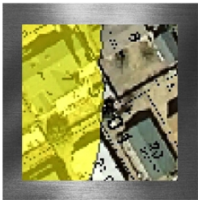


Tidelands Report



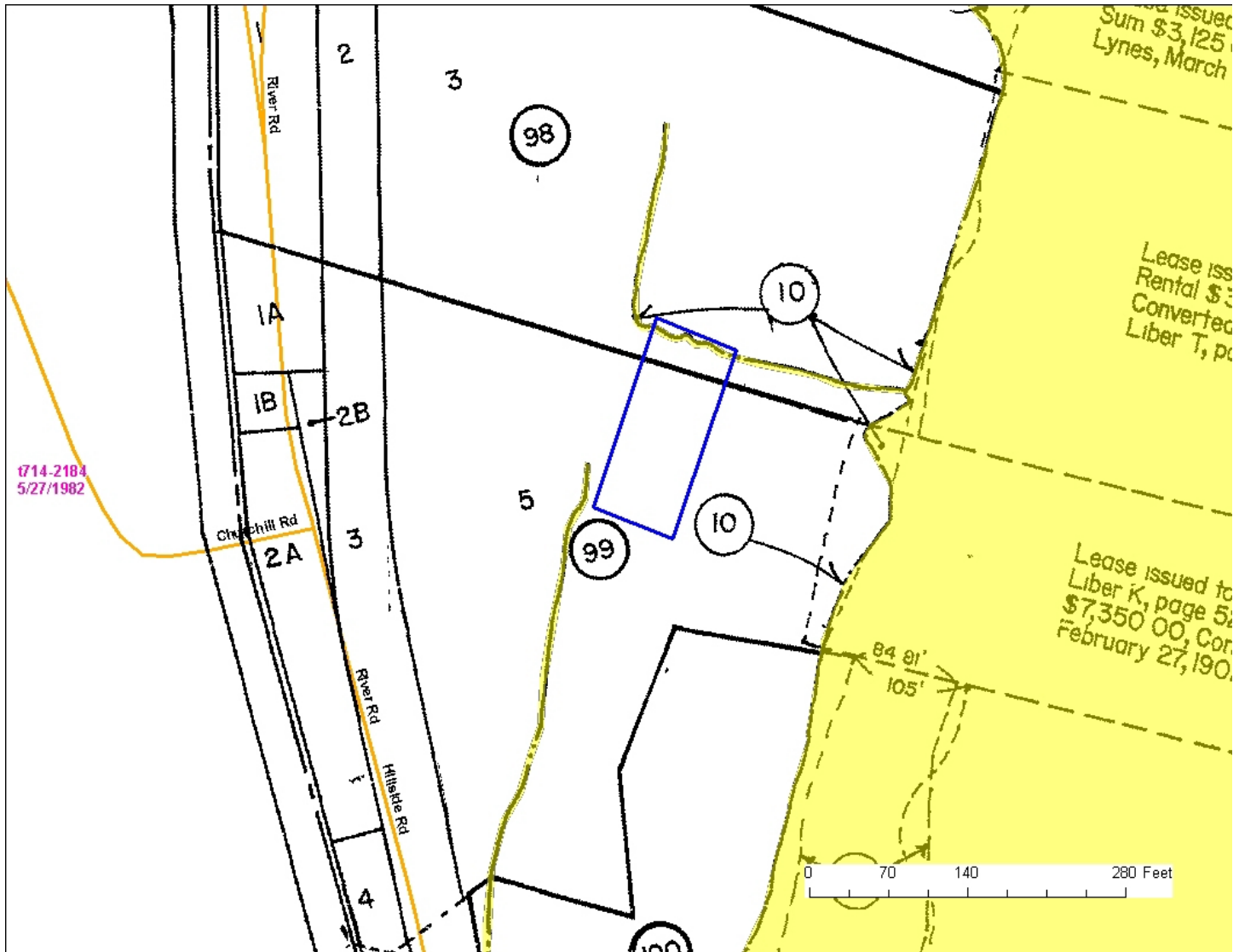
8 Somerset Ln, Edgewater Borough, NJ Block: 99 Lot: 1.19
 Maps: 714-2184 (05/27/1982)

<p>Property Boundary</p>	<table border="0"> <tr> <td data-bbox="381 1829 560 2022"> <p>Claimed</p> </td> <td data-bbox="560 1829 706 2022"> <p>clear layer Unclaimed</p> </td> </tr> </table>	<p>Claimed</p>	<p>clear layer Unclaimed</p>	<p>The areas, boundaries and dimensions shown on this plan are derived from record tideland grants, quitclaim deeds, leases, licenses, easements and judgments quieting title. This map should be used for reference purposes only. The individual instrument should be consulted to ascertain the accurate legal description and the significance of all substantive terms and conditions.</p>
<p>Claimed</p>	<p>clear layer Unclaimed</p>			

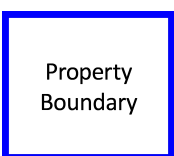


Tidelands Report

Powered by



8 Somerset Ln, Edgewater Borough, NJ Block: 99 Lot: 1.19
Maps: 714-2184 (05/27/1982)



Claimed



Unclaimed

The areas, boundaries and dimensions shown on this plan are derived from record tideland grants, quitclaim deeds, leases, licenses, easements and judgments quieting title. This map should be used for reference purposes only. The individual instrument should be consulted to ascertain the accurate legal description and the significance of all substantive terms and conditions.

Property Location			
8 SOMERSET LANE, Edgewater 07020-2400 213 (Edgewater Borough), Block: 99, Lot: 1.19			
Year			
2021			
Property Information		Assessment Data	
Class: Class: 4C - Apartments		Total Value: \$1,675,000.00	
Additional Lots:		Land Value: \$1,100,000.00	
Bld Description: 76 UNITS		Improvement Value: \$575,000.00	
Land Description: 0.300AC 13061SF		% Improvement: 34.33	
Acreage: 0.3		Special Tax Codes:	
Square Footage: 0		Deductions: Senior() Veteran() Widow() Surv. Spouse() Disabled()	
Zoning: , Usage:		Exemption: 0	
Year Constructed: 2020		Exemption statute:	
Use Code: 0		2019 Rate: 1.896; 2019 Ratio: 72.55%; 2019 Taxes: \$0.00	
# Dwellings: 0		2020 Rate: 1.945; 2020 Ratio: 74.08%; 2020 Taxes: \$0.00	
Census Tract: 130.01		2021 Rate: 2.253; 2021 Ratio: 82.33%; 2021 Taxes: \$37,737.75	
Current Owner		Sale Data	
125 RIVER RD UNIT 301		Date: 02/10/2015	
Edgewater, NJ 07020-1002		Price: \$400,000.00	
Previous Owner:		Ratio: 4.19%	
		Deed Book: 01866	
		Deed Page: 00895	
Latest Sales Detail			
Recorded:	Sales Price:	Recorded:	Sales Price:
Sales Date:	Sales Ratio:	Sales Date:	Sales Ratio:
Deed Book:	Use Code:	Deed Book:	Use Code:
Deed Page:	Not Usable:	Deed Page:	Not Usable:
Buyer			Buyer
125 RIVER RD UNIT 301 Edgewater, NJ 07020-1002			
Seller		Seller	

No map available

THE STATE OF NEW JERSEY

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN,

GREETING:

WHEREAS, THE STATE OF NEW JERSEY has asserted its ownership to portions of the lands hereinafter described as being formerly flowed by tidewater;

AND WHEREAS, the Tidelands Resource Council (hereinafter "Council") in the Division of Coastal Resources in the Department of Environmental Protection is empowered under N.J.S.A. 13:1B-13 to approve grants of lands now or formerly flowed by tidewater;

AND WHEREAS, LEVER BROTHERS COMPANY, a Maine corporation having an office at 390 Park Avenue in the City of New York, County of New York, State of New York

representing itself to be the record owner of the land fronting on the HUDSON RIVER, in the Borough of Edgewater, County of Bergen and State of New Jersey, which lie above the former mean high water line of said HUDSON RIVER in front of which the lands hereinafter described are situate, has applied to the Council for a grant of said lands formerly flowed by tidewater, and to have it determine the price or consideration to be paid therefor, and the covenants, conditions, and limitations of said grant;

AND WHEREAS, a majority of the members of the Council and the authorized State officials, having due regard for the public interest, have approved the grant hereinafter described upon the covenants, conditions, and limitations herein set forth, and having fixed the sum of FORTY-THREE THOUSAND AND NO HUNDREDTHS (\$43,000.00) DOLLARS, as the price or reasonable consideration to be paid to the State for said lands;

James R. Johnson
James R. Johnson, Chief
Bureau of Tidelands

PREPARED BY:
(N.J.S.A. 46:15-13)

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NOW THEREFORE, the State of New Jersey acting by and through the Council, the Governor and the Commissioner of Environmental Protection and a majority of the members of the Council approving in consideration of the premises, the covenants, conditions, and limitations herein contained, and of the said sum above set forth paid by the grantee to the State, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey, unto the said LEVER BROTHERS COMPANY, a Maine corporation, and to its successors and assigns the following;

ALL those four (4) tracts or parcels of land and premises situate, lying and being in the Borough of Edgewater, in the County of Bergen and State of New Jersey, as shown within the dash lines on the two (2) maps attached hereto and made a part hereof marked as Exhibit A (Maps #82-0620) and being more particularly described as follows:

TRACT #1

BEGINNING at a point in the division line between the Counties of Hudson and Bergen where the said division line is intersected by the former mean high water line of the Hudson River as determined from overlay #714-2184 "North Bergen East" said point being distant along said County division line South 59 degrees 12 minutes 20 seconds East, 87.00 feet from a monument set and marking a bend point in said County's division line. Said monument having coordinates based on the New Jersey Plane Coordinate System of North 717,442.794 East 2,186,276.773. Said iron pin further marks the point of beginning of a deed from Luckenbach Terminals Inc. to Lever Brothers Company deed dated May 3, 1950, recorded in Book 3069 of Deeds Page 473. Along a meander line the following ten (10) courses, said meander line runs along the former mean high water line of the Hudson River as determined from overlay #714-2184"; thence

(1) Along the former mean high water line of the Hudson River North 31 degrees 42 minutes 35 seconds East, 16.159 feet to a point; thence

(2) Still along the same North 56 degrees 18 minutes 36 seconds West, 43.267 feet to a point; thence

(3) Still along the same North 45 degrees 00 minutes 00 seconds West, 33.941 feet to a point where said former mean high

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water line of the Hudson River is intersected by the former center-
line of a 5 foot wide stream; thence

(4) South 74 degrees 03 minutes 17 seconds East, 36.401
feet; thence

(5) South 58 degrees 10 minutes 21 seconds East, 34.132
feet; thence

(6) North 84 degrees 17 minutes 22 seconds East, 10.050
feet; thence

(7) North 57 degrees 59 minutes 41 seconds East, 9.434
feet; thence

(8) North 37 degrees 44 minutes 48 seconds East, 78.409
feet; thence

(9) North 41 degrees 59 minutes 14 seconds East, 134.536
feet; thence

(10) North 33 degrees 01 minutes 26 seconds East, 34.387
feet to a point where the former mean high water line of the Hud-
son River as determined from overlay #714-2184 "North Bergen East"
is intersected by the former mean high water line of the Hudson
River as determined from a map entitled "State of New Jersey De-
partment of Conservation and Economic Development, Division of
Planning and Development, map showing lands under tidewater situ-
ate in the Borough of Edgewater in the County of Bergen leased to
Lever Brothers Company dated June 27, 1955"; thence

Along the former mean high water line of the Hudson
River as determined from the last mentioned map the following
courses 11 through 16 inclusive:

(11) South 21 degrees 10 minutes 55 seconds West, 13.282
feet; thence

(12) South 35 degrees 49 minutes 25 seconds West, 51.420
feet; thence

(13) South 42 degrees 07 minutes 36 seconds West, 53.141
feet; thence

(14) South 36 degrees 54 minutes 07 seconds West, 51.662
feet; thence

(15) South 37 degrees 58 minutes 12 seconds West, 51.923
feet; thence

(16) South 32 degrees 31 minutes 54 seconds West, 50.804
feet; thence

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(17) South 32 degrees 04 minutes 46 seconds West, 23.842 feet to a point in the division line between the Counties of Hudson and Bergen; thence

(18) Along said division line North 59 degrees 12 minutes 20 seconds West, 16.00 feet to the point or place of beginning.

Containing 0.0781 Acres

The following courses 19 through 28 inclusive describes the former centerline of a 5 foot wide stream:

BEGINNING at a point at the end of the third course of the herein description running; thence

(19) North 33 degrees 01 minutes 26 seconds West, 47.707 feet; thence

(20) North 15 degrees 38 minutes 32 seconds West, 25.962 feet; thence

(21) North 06 degrees 50 minutes 34 seconds East, 25.179 feet; thence

(22) North 14 degrees 34 minutes 27 seconds East, 51.662 feet; thence

(23) North 23 degrees 44 minutes 58 seconds East, 109.252 feet; thence

(24) North 18 degrees 15 minutes 46 seconds East, 105.304 feet; thence

(25) North 30 degrees 57 minutes 50 seconds East, 116.619 feet; thence

(26) North 21 degrees 48 minutes 05 seconds East, 107.703 feet; thence

(27) North 31 degrees 36 minutes 27 seconds East, 76.322 feet; thence

(28) North 13 degrees 08 minutes 02 seconds East, 30.806 feet; thence

Containing 0.0799 Acres (Former 5 foot wide stream)
0.0781 Acres (Courses 1 through 18) 0.1580 Total Area this description.

Excepting thereout and therefrom all of that portion of the former 5 foot wide stream lying within the right of way of the New York, Susquehanna and Western Railroad.

The above described tract or parcel of land being a part of Lot 1A in Block 100 and part of Lot 5, Block 99 on the tax map

of the Borough of Edgewater.

TRACT #2

BEGINNING at an angle point in the division line between Block 99 on the north and Block 100 on the south said point being at the end of the fourth course of the description of the first tract of a deed from Frederick G. Holst and Ethel May Holst to Lever Brothers Company dated February 15, 1944, and recorded in Book 2427 page 279 said point of beginning having coordinates based on the New Jersey Plane Coordinate System of North 717,888.237 East 2,186,681.661; thence

(1) Along the deed high water line of the Hudson River South 46 degrees 58 minutes 06 seconds West, 9.308 feet to a point where said deed high water line of the Hudson River intersects the high water line of the Hudson River as determined from overlay #714-2184 "North Bergen East"; thence

Along the former mean high water line of the Hudson River as determined from the last mentioned map the following courses 2, 3, 4 and 5; thence

(2) North 21 degrees 31 minutes 10 seconds East, 8.455 feet to a point where said former mean high water line of the Hudson River intersects the fifth course of the deed recorded in Book 2427 page 279; thence

(3) North 21 degrees 31 minutes 10 seconds East, 11.020 feet to a point; thence

(4) North 34 degrees 41 minutes 43 seconds East, 31.623 feet to a point; thence

(5) North 41 degrees 03 minutes 17 seconds East, 41.110 feet to a point in the deed high water line of the Hudson River; thence

(6) Along said deed high water line of the Hudson River South 33 degrees 23 minutes 54 seconds West, 82.367 feet to the point or place of BEGINNING.

Containing 366 square feet or 0.0084 acres.

The above described tract being a part of Lot 5, Block 99 on the tax map of the Borough of Edgewater.

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TRACT #3

BEGINNING at a point at the end of the first course of a deed from Frederick G. Holst and Ethel May Holst to Lever Brothers Company dated February 15, 1944, and recorded in Book 2427 page 279 said point of beginning having coordinates based on the New Jersey Plane Coordinate System of North 718,066,784 East 2,186,787.992; thence

(1) Along the former high water line of the Hudson River as determined from the deed South 21 degrees 40 minutes 32 seconds West, 51.420 feet to a point where the same is intersected by the former high water line of the Hudson River as determined from overlay #714-2184 "North Bergen East"; thence

Along the former mean high water line of the Hudson River as determined from overlay #714-2184 the following courses 2, 3, 4, 5 and 6:

(2) North 16 degrees 55 minutes 39 seconds West, 48.083 feet to a point; thence

(3) North 38 degrees 39 minutes 35 seconds East, 12.806 feet to a point; thence

(4) North 73 degrees 26 minutes 35 seconds East; 38.601 feet to a point; thence

(5) North 18 degrees 26 minutes 06 seconds West, 9.487 feet to a point where said former mean high water line is intersected by the former centerline of a 5 foot wide stream; thence

(6) North 30 degrees 57 minutes 50 seconds East, 29.155 feet to a point where said former mean high water line is intersected by the deed former mean high water line; thence

(7) Along the former mean high water line as per deed South 19 degrees 26 minutes 24 seconds West, 36.056 feet to a point, it being the same as described at the end of the fourth course of the herein described description; thence

(8) Still along the same South 32 degrees 00 minutes 05 seconds West 22.660 feet to the point or place of BEGINNING.

Containing 1,324 square feet or 0.0304 acres.

The above described tract of land being a part of Lot 5, Block 99 and part of Lot 3, Block 98 on the tax map of the Borough of Edgewater.

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course of the herein described description and there to an end.

Containing 4,310 square feet or 0.0989 acres.

The beginning point of this description having coordinates based on the New Jersey Plane Coordinate System of North 718,840.082 East 2,186,783.027.

The above described tract of land being a part of Lot 3, Block 97 on the tax map of the Borough of Edgewater.

TRACT #5

BEGINNING at a point in the end of the fifth course of the foregoing description said point having coordinates based on the New Jersey Plane Coordinate System of North 718,095,000 East 2,186,797.000; thence

(1) North 65 degrees 06 minutes 45 seconds West, 106.930 feet; thence

(2) North 62 degrees 14 minutes 29 seconds West, 128.826 feet; thence

(3) North 26 degrees 33 minutes 54 seconds West, 11.180 feet; thence

(4) North 17 degrees 34 minutes 17 seconds East, 62.937 feet; thence

(5) North 22 degrees 46 minutes 57 seconds East, 108.452 feet to the end of the former centerline of a 5 foot wide stream.

Containing 2,092 square feet or 0.0480 acres (Former 5 foot wide stream).

The above described tract of land being a part of Lot 3, Block 98 on the tax map of the Borough of Edgewater.

The total area of Tract 1 through 5 contains 14,979 square feet or 0.3438 Acres of formerly flowed tideland.

IT IS ALSO PROVIDED, that this grant is made upon the condition and limitation, that if the said LEVER BROTHERS COMPANY, a Maine corporation, is not the owner of any parts of the upland adjoining the land formerly flowed by the tidewater hereby granted on the date of issuance of this grant, then and in that event, this grant and all of the covenants herein on the part of the State shall be void with respect to that riparian land herein granted as to which the said LEVER BROTHERS COMPANY, a Maine corporation, is not the owner of such parts of said upland on said date, and the granted land shall revert to the ownership of the

110

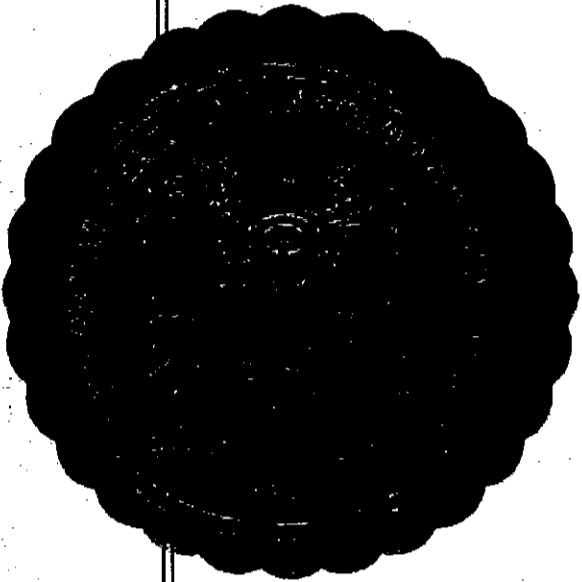
State, but without any diminution of the consideration paid upon delivery of this instrument.

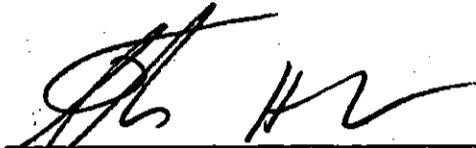
By acceptance hereof, the grantee herein acknowledges the existence of solid fill over the entire area of the lands granted herein to which the State of New Jersey claims ownership as having been formerly flowed by tidewater but which claim is by virtue of this grant released to the grantee.

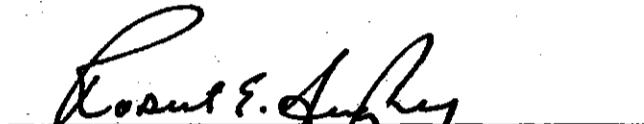
TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging.


TO HAVE AND TO HOLD all and singular the above granted and described lands formerly flowed by tidewater and premises, subject to the terms, conditions and limitations aforesaid unto the said LEVER BROTHERS COMPANY, a Maine corporation, its successors or assigns forever.

IN WITNESS WHEREOF, the State of New Jersey
has caused these presents to be signed by
the Governor, the Commissioner of Environ-
mental Protection, and the Chairman of the
Tidelands Resource Council, and has caused
the Great Seal of the State of New Jersey
to be hereunto affixed, and has caused
these acts to be attested by the Attorney
General and the Secretary of State this
1st day of NOVEMBER, 1984.




Thomas H. Kean, Governor


Robert E. Hughes, Commissioner of
Environmental Protection


David F. Moore, Chairman of the
Tidelands Resource Council

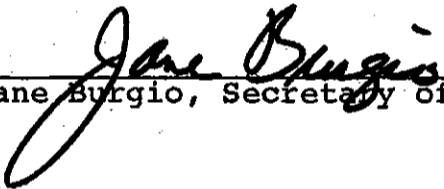
ATTEST: 
Jane Burgio, Secretary of State

ATTEST: 
Irwin I. Kimmelman, Attorney General

This signature page is the 10th page of the riparian grant to
LEVER BROTHERS COMPANY, a Maine corporation, Division of Coastal
Resources File #82-0620.)

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

BE IT REMEMBERED, that on this 15th day of November, 1984, before me a Notary Public of New Jersey, personally appeared Jane Burgio, who being by me duly sworn on her oath says that she is the Secretary of State of the State of New Jersey, the grantor named in this instrument; that she knows the Great Seal of the State of New Jersey; that the seal affixed to this instrument is said seal and was affixed by her as the act and deed of the grantor; that on the date each signatory executed this instrument each held the office attributed to him, Thomas H. Kean was the Governor of the State of New Jersey, Robert E. Hughey was the Commissioner of the Department of Environmental Protection, Irwin I. Kimmelman was the Attorney General, and David F. Moore was the Chairman of the Tidelands Resource Council; that she knows their signatures and that they signed this deed as the act and deed of the grantor; that this deed was attested by the Attorney General and that the consideration paid by the grantee was \$43,000.00.


Jane Burgio, Secretary of State

Sworn to and Subscribed
before me the date aforesaid

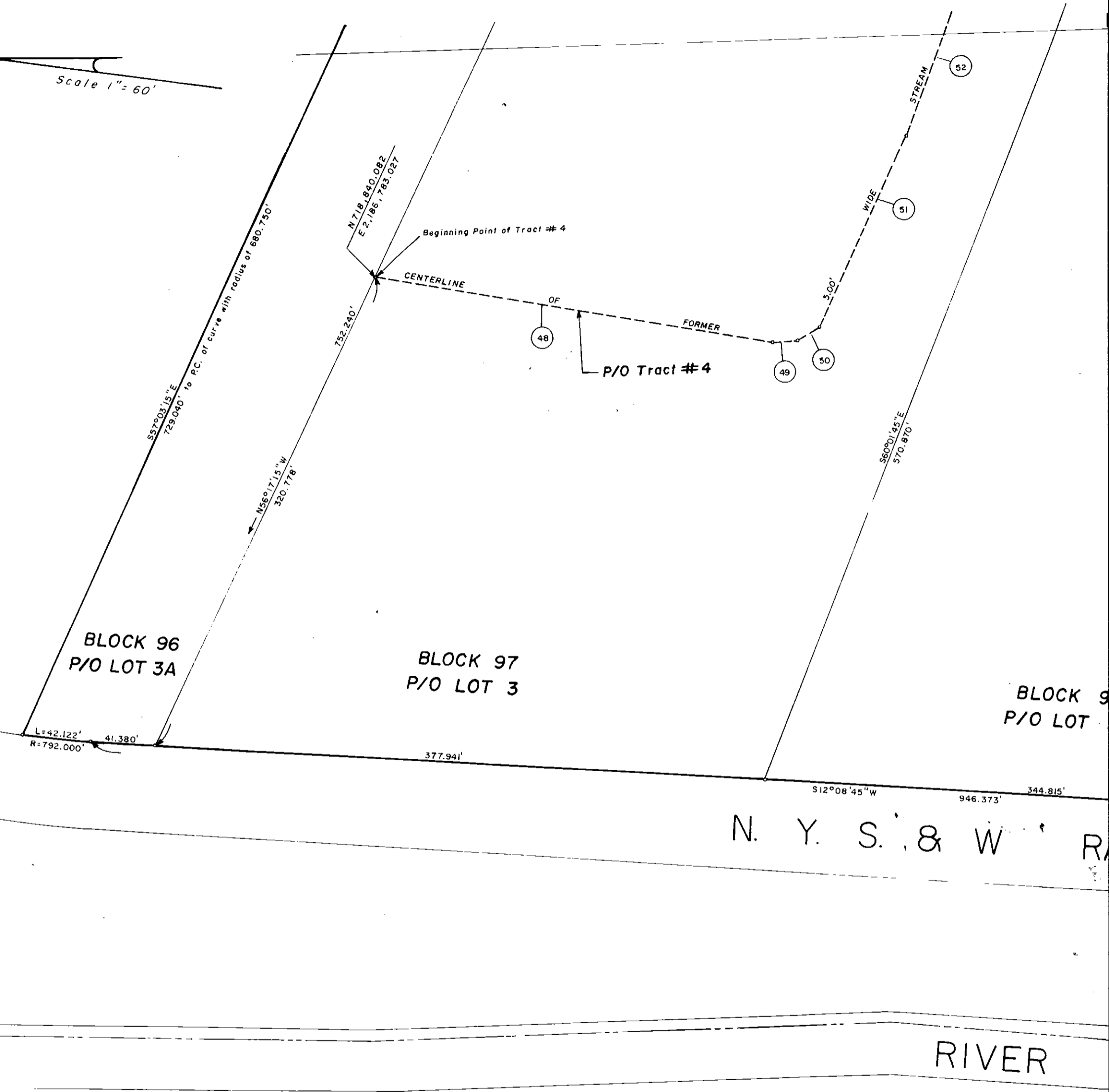
VIRGINIA LEE D'ERRICO
Notary Public of New Jersey
My Commission Expires
September 18, 1988


A Notary Public of New Jersey

(This instrument was reviewed and approved by the Attorney General's Office of the State of New Jersey.)

(This is the 11th page of the riparian grant to LEVER BROTHERS COMPANY, a Maine corporation, Division of Coastal Resources File #82-0620.)

Scale 1" = 60'



BLOCK 96
P/O LOT 3A

BLOCK 97
P/O LOT 3

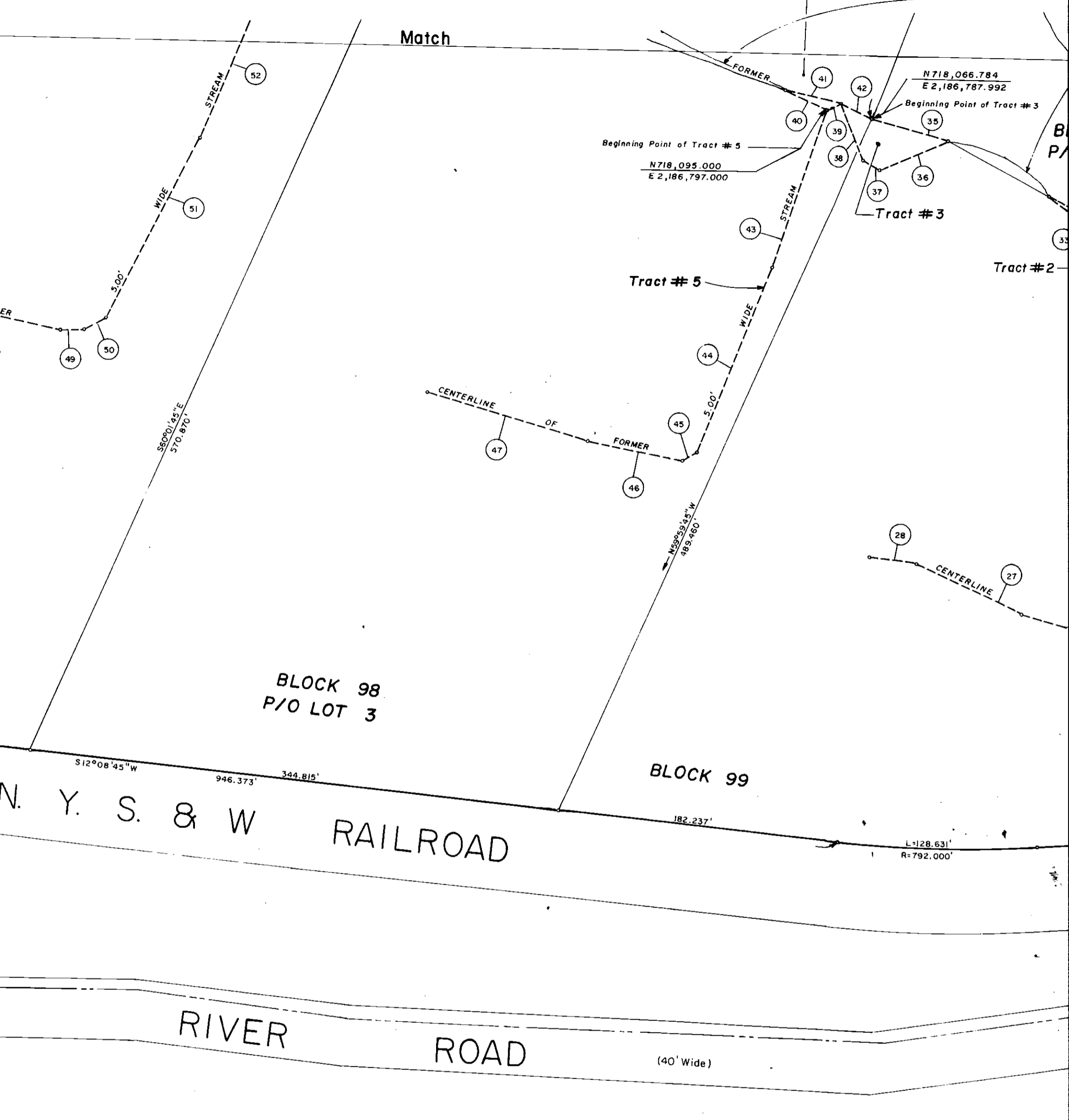
BLOCK 98
P/O LOT 3

N. Y. S. & W. R.

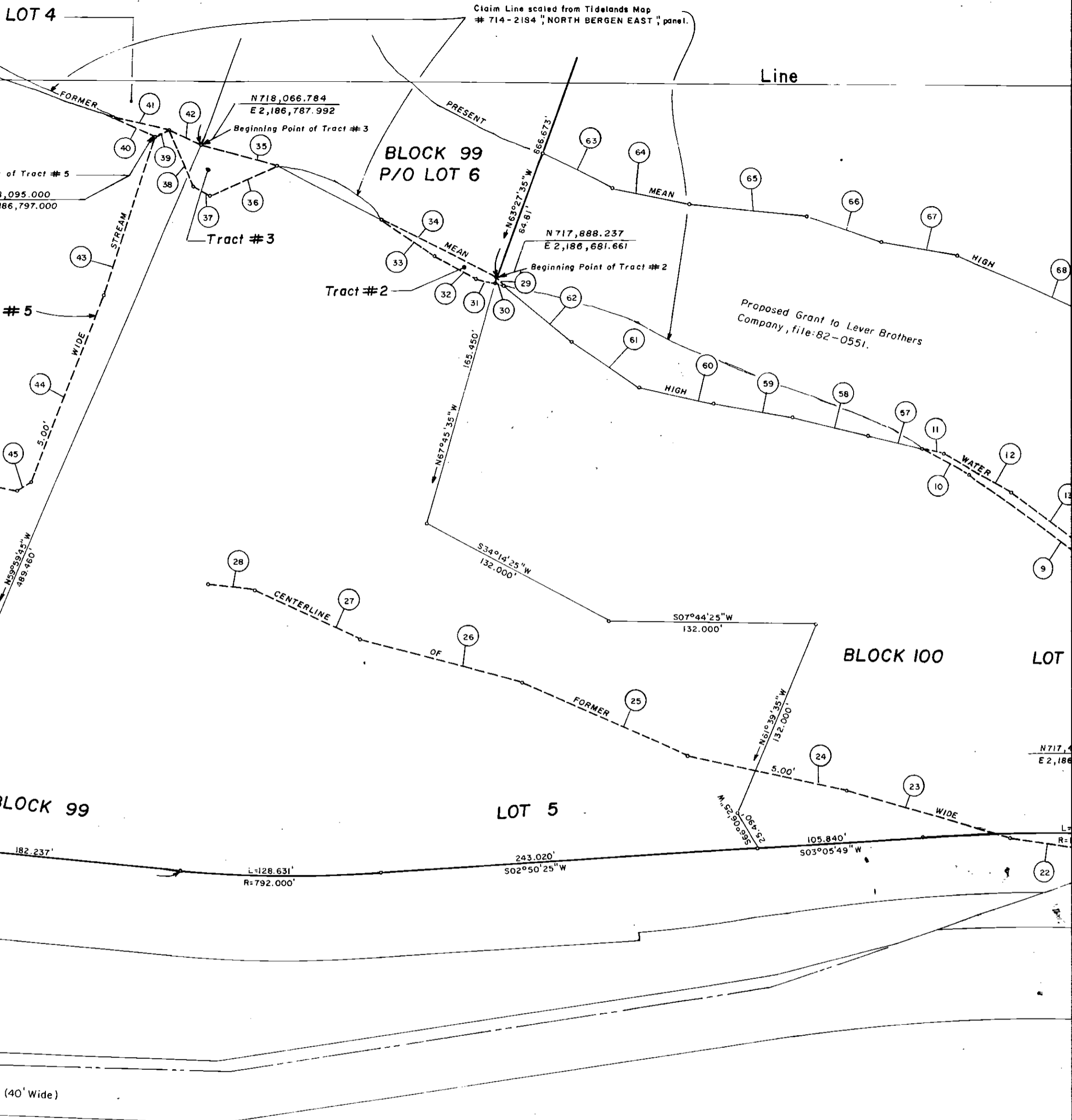
RIVER

BLOCK 98 P/O LOT 4

Match

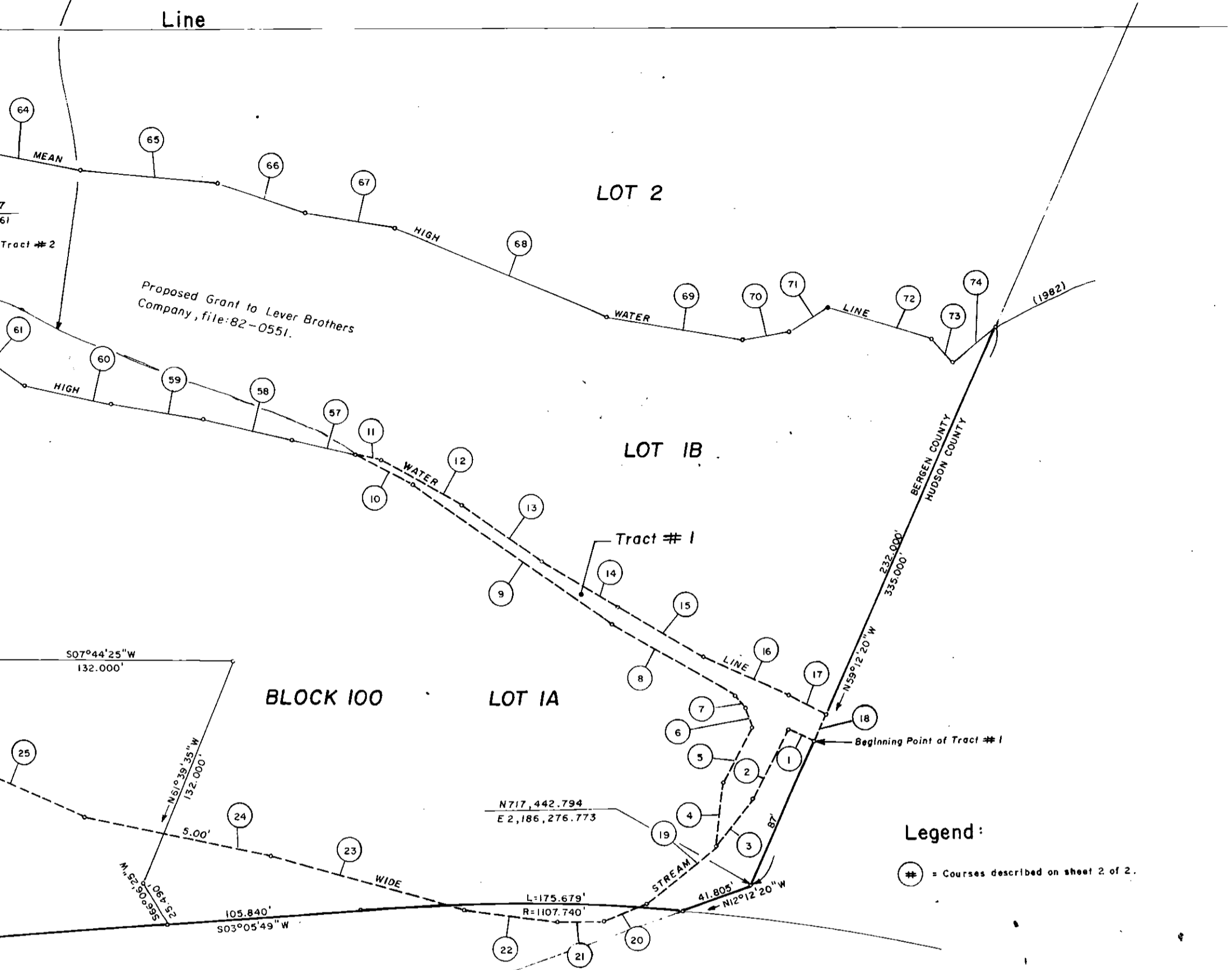


COMPUTED & DRAWN
CHECKED & APPROVED



COMPUTED & DRAWN BY Chet DATE 4 August 1983
 CHECKED & APPROVED BY [Signature] DATE 9/1/84
 Superising Engineer

Map
EAST, panel.



Proposed Grant to Lever Brothers Company, file: 82-0551.

Legend:

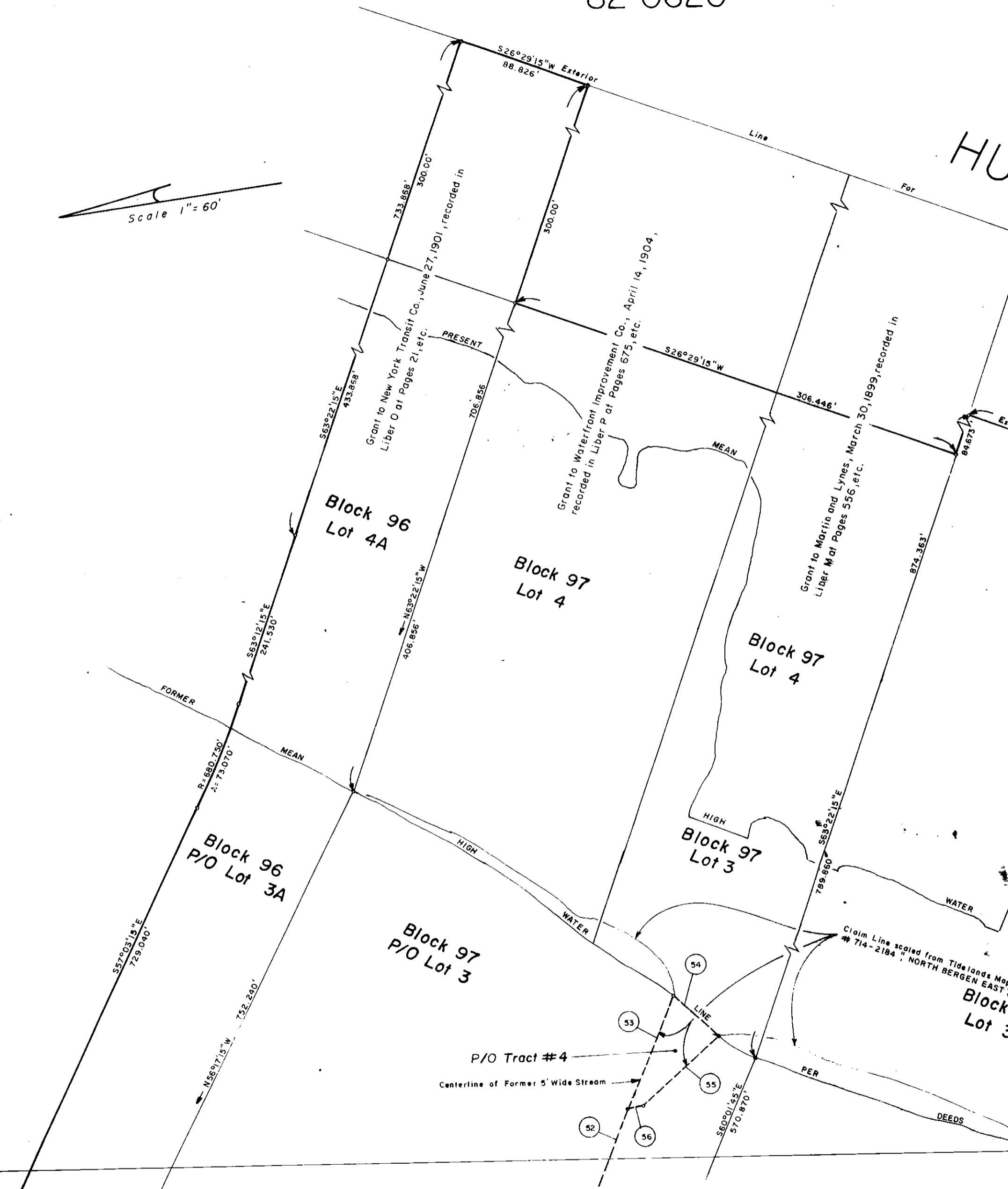
⊙ = Courses described on sheet 2 of 2.

EXHIBIT "A"
STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF COASTAL RESOURCES
MAP SHOWING
LANDS UNDER TIDE-WATER SITUATE
IN THE BOROUGH OF EDGEWATER
IN THE COUNTY OF BERGEN
GRANT TO
LEVER BROTHERS COMPANY
Dated: NOVEMBER 1, 1984

James R. Johnson
Chief, Bureau of Tidelands 9/4/84

1983
4/84

Scale 1" = 60'

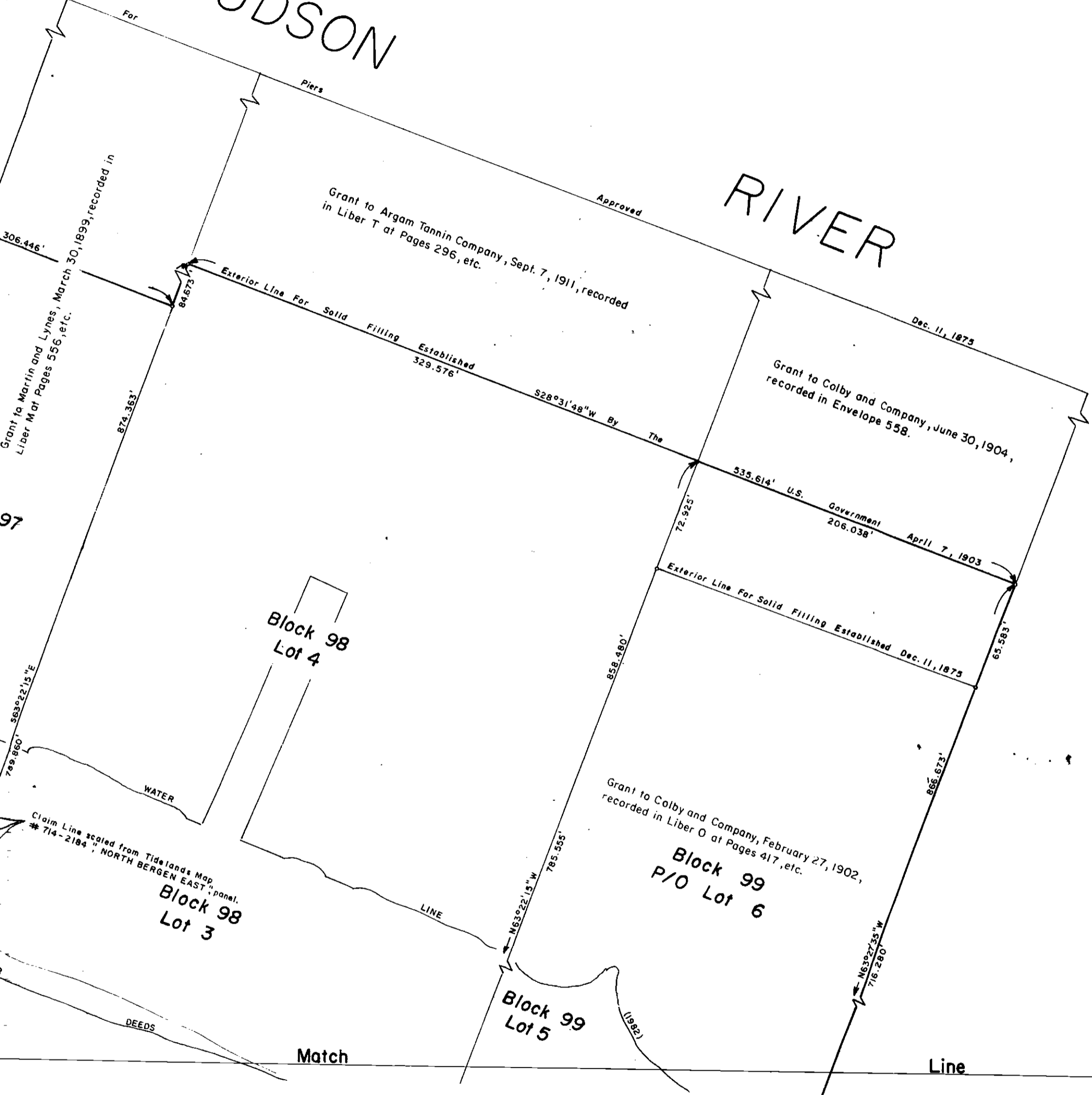


HU

Block Lot 3

HUDSON

RIVER



Grant to Martin and Lynes, March 30, 1899, recorded in
 Liber M at Pages 556, etc.

Grant to Argam Tannin Company, Sept. 7, 1911, recorded
 in Liber T at Pages 296, etc.

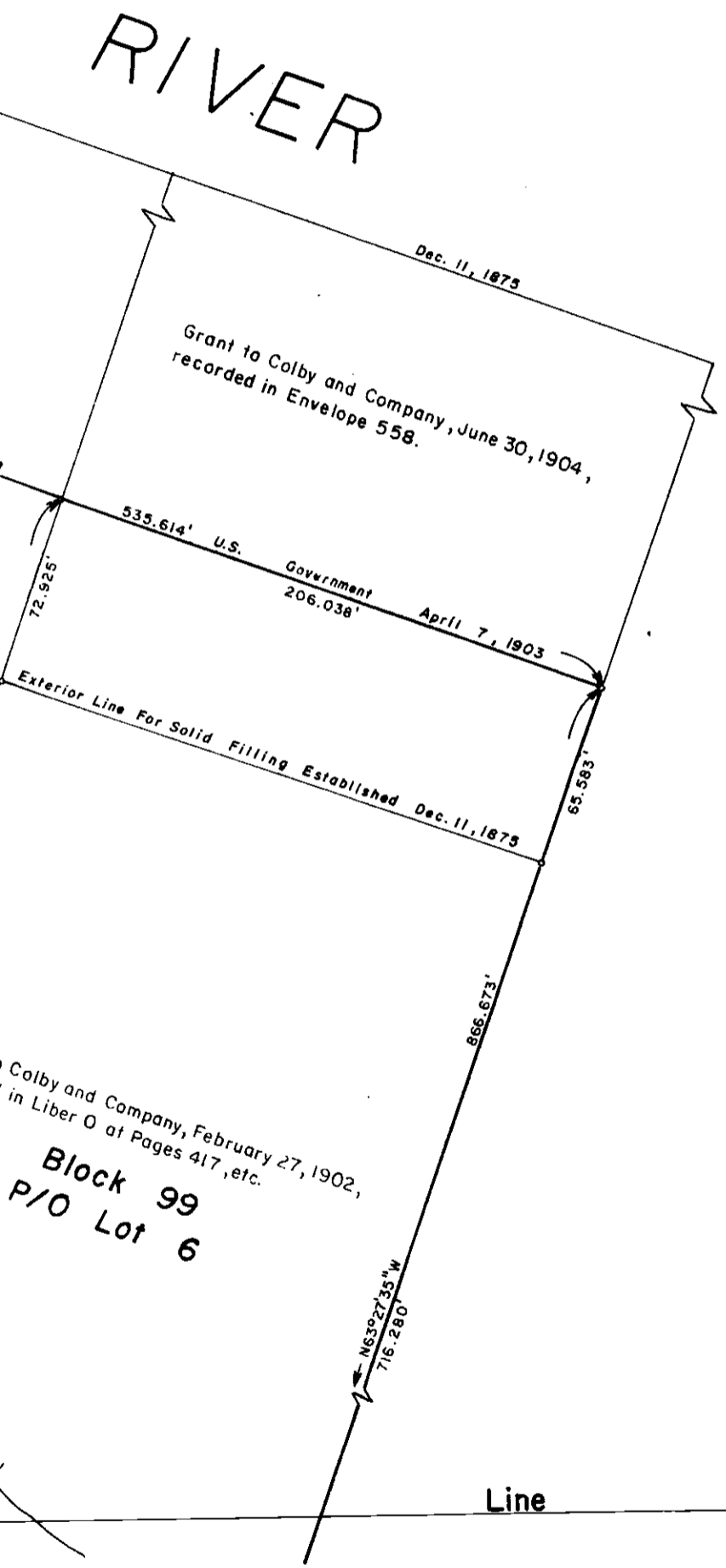
Grant to Colby and Company, June 30, 1904,
 recorded in Envelope 558.

Grant to Colby and Company, February 27, 1902,
 recorded in Liber O at Pages 417, etc.

Claim Line scaled from Tidelands Map
 # 714-2184, NORTH BERGEN EAST, panel.

COMPUTED & DRAWN BY
 CHECKED & APPROVED BY

LEVER BROTHERS COMPANY acquired title by five (5) deeds, dated and recorded as follows:
 deed dated March 9, 1920 from James Pyle and Sons, recorded in Bergen County Deed Book 1053 at Pages 441, etc.
 deed dated June 26, 1920 from Michael P. Murphy and Catherine J., h/w, recorded in Bergen County Deed Book 1071 at Pages 597, etc.
 deed dated February 15, 1944 from Frederick G. Holst and Ethel May Holst recorded in Bergen County Deed Book 2427 at Pages 279, etc.
 deed dated May 3, 1950 from Luckenback Terminals, Inc., recorded in Bergen County Deed Book 3069 at Pages 473, etc.
 deed dated June 13, 1960 from Spencer Kellogg and Sons, Inc., recorded in Bergen County Deed Book 4133 at Pages 206, etc.



1	N 31° 42' 35" E 16.159'	32	N 34° 41' 43" E 31.623'	63	S 33° 19' 43" W 52.266'
2	N 56° 18' 36" W 43.267'	33	N 41° 03' 17" E 41.110'	64	S 19° 27' 56" W 50.066'
3	N 45° 00' 00" W 33.941'	34	S 33° 23' 54" W 82.367'	65	S 11° 34' 11" W 76.342'
4	S 74° 03' 17" E 36.401'	35	S 21° 40' 32" W 51.420'	66	S 27° 45' 17" W 50.226'
5	S 58° 10' 21" E 34.132'	36	N 16° 55' 39" W 48.083'	67	S 15° 29' 06" W 50.356'
6	N 84° 17' 22" E 10.050'	37	N 38° 39' 35" E 12.806'	68	S 30° 31' 19" W 126.236'
7	N 57° 59' 41" E 9.434'	38	N 73° 26' 35" E 38.601'	69	S 16° 14' 21" W 75.426'
8	N 37° 44' 48" E 78.409'	39	N 18° 26' 06" W 9.487'	70	S 03° 18' 48" E 27.736'
9	N 41° 59' 14" E 134.536'	40	N 30° 57' 50" E 29.155'	71	S 29° 22' 55" E 24.206'
10	N 33° 01' 26" E 34.387'	41	S 19° 26' 24" W 35.056'	72	S 34° 14' 13" W 60.036'
11	S 21° 10' 55" W 13.282'	42	S 32° 00' 05" W 22.660'	73	S 56° 01' 04" W 18.026'
12	S 35° 49' 25" W 51.420'	43	N 65° 06' 45" W 106.930'	74	S 31° 49' 10" E 30.146'
13	S 42° 07' 36" W 53.141'	44	N 62° 14' 29" W 128.826'		
14	S 36° 54' 07" W 51.662'	45	N 26° 33' 54" W 11.180'		
15	S 37° 58' 12" W 51.923'	46	N 17° 34' 17" E 62.937'		
16	S 32° 31' 54" W 50.804'	47	N 22° 46' 57" E 108.462'		
17	S 32° 04' 46" W 23.842'	48	S 18° 00' 15" W 252.443'		
18	N 59° 12' 20" W 16.000'	49	S 08° 07' 48" W 14.142'		
19	N 33° 01' 26" W 47.707'	50	S 26° 33' 54" E 15.653'		
20	N 15° 38' 32" W 25.962'	51	S 56° 47' 36" E 131.469'		
21	N 06° 50' 34" E 25.179'	52	S 60° 56' 43" E 102.956'		
22	N 14° 34' 27" E 51.662'	53	S 60° 15' 18" E 80.623'		
23	N 23° 44' 58" E 109.252'	54	S 48° 56' 43" W 41.110'		
24	N 18° 15' 46" E 105.304'	55	N 33° 41' 24" W 68.506'		
25	N 30° 57' 50" E 116.619'	56	N 05° 43' 38" W 10.050'		
26	N 21° 48' 05" E 107.703'	57	N 21° 10' 55" E 36.728'		
27	N 31° 36' 27" E 76.322'	58	N 21° 10' 55" E 50.010'		
28	N 13° 08' 02" E 30.806'	59	N 15° 29' 06" E 50.359'		
29	S 46° 58' 06" W 9.308'	60	N 20° 02' 14" E 50.040'		
30	N 21° 31' 10" E 8.455'	61	N 41° 06' 21" E 52.811'		
31	N 21° 31' 10" E 11.020'	62	N 46° 58' 06" E 53.989'		

COMPUTED & DRAWN BY Chef DATE 4 August 1983
 CHECKED & APPROVED BY [Signature] DATE 9/4/84
 Supervising Engineer

EVER BROTHERS COMPANY acquired title by five (5) deeds, dated and recorded as follows:
 Deed dated March 9, 1920 from James Pyle and Sons, recorded in Bergen County Deed Book 1053 at Pages 441, etc.
 Deed dated June 26, 1920 from Michael P. Murphy and Catherine J., h/w, recorded in Bergen County Deed Book 1071 at Pages 597, etc.
 Deed dated February 15, 1944 from Frederick G. Holst and Ethel May Holst, recorded in Bergen County Deed Book 2427 at Pages 279, etc.
 Deed dated May 3, 1950 from Luckenback Terminals, Inc., recorded in Bergen County Deed Book 3069 at Pages 473, etc.
 Deed dated June 13, 1960 from Spencer Kellogg and Sons, Inc., recorded in Bergen County Deed Book 4133 at Pages 206, etc.

AREA contained within the dash lines is as follows:

Tract # 1 contains 6,887 sq. ft. or 0.1581 acre.
 Tract # 2 contains 366 sq. ft. or 0.0084 acre.
 Tract # 3 contains 1,324 sq. ft. or 0.0304 acre.
 Tract # 4 contains 4,310 sq. ft. or 0.0989 acre.
 Tract # 5 contains 2,092 sq. ft. or 0.0480 acre.
 TOTAL AREA contained is 14,979 sq. ft. or 0.3438 acre.

159' (32) N 34° 41' 43" E 31.623'
 267' (33) N 41° 03' 17" E 41.110'
 941' (34) S 33° 23' 54" W 82.367'
 401' (35) S 21° 40' 32" W 51.420'
 132' (36) N 16° 55' 39" W 48.083'
 050' (37) N 38° 39' 35" E 12.808'
 434' (38) N 73° 26' 35" E 38.601'
 409' (39) N 18° 26' 06" W 9.487'
 4536' (40) N 30° 57' 50" E 29.155'
 387' (41) S 19° 26' 24" W 35.056'
 282' (42) S 32° 00' 05" W 22.660'
 420' (43) N 65° 06' 45" W 106.930'
 141' (44) N 62° 14' 29" W 128.826'
 662' (45) N 26° 33' 54" W 11.180'
 923' (46) N 17° 34' 17" E 62.937'
 804' (47) N 22° 46' 57" E 108.462'
 842' (48) S 18° 00' 15" W 252.443'
 000' (49) S 08° 07' 48" W 14.142'
 7707' (50) S 26° 33' 54" E 15.653'
 962' (51) S 56° 47' 36" E 131.469'
 5179' (52) S 60° 56' 43" E 102.956'
 662' (53) S 60° 15' 18" E 80.623'
 9252' (54) S 48° 56' 43" W 41.110'
 5304' (55) N 33° 41' 24" W 68.506'
 6619' (56) N 05° 43' 38" W 10.050'
 7703' (57) N 21° 10' 55" E 36.728'
 6322' (58) N 21° 10' 55" E 50.010'
 806' (59) N 15° 29' 06" E 50.359'
 308' (60) N 20° 02' 14" E 50.040'
 455' (61) N 41° 06' 21" E 52.811'
 020' (62) N 46° 58' 06" E 53.989'

(63) S 33° 19' 43" W 52.263'
 (64) S 19° 27' 56" W 50.062'
 (65) S 11° 34' 11" W 76.342'
 (66) S 27° 45' 17" W 50.225'
 (67) S 15° 29' 06" W 50.359'
 (68) S 30° 31' 19" W 126.289'
 (69) S 16° 14' 21" W 75.425'
 (70) S 03° 18' 48" E 27.731'
 (71) S 29° 22' 55" E 24.208'
 (72) S 34° 14' 13" W 60.033'
 (73) S 56° 01' 04" W 18.028'
 (74) S 31° 49' 10" E 30.145'

EXHIBIT "A"
 STATE OF NEW JERSEY
 DEPARTMENT OF ENVIRONMENTAL
 PROTECTION
 DIVISION OF COASTAL RESOURCES
 MAP SHOWING
 LANDS UNDER TIDE-WATER SITUATE
 IN THE BOROUGH OF EDGEWATER
 IN THE COUNTY OF BERGEN
 GRANT TO
 LEVER BROTHERS COMPANY
 Dated: NOVEMBER 1, 1984

James R. Johnson
 Chief, Bureau of Tidelands 9/4/84

Hereby certifies to:

ACTION TITLE RESEARCH, LLC*
519 South Broad Street
Glen Rock, NJ 07452

Ref/File# MSQ-12441~105708

WTG# 19267941-19332711-AR



THAT THE PROPERTY HEREINAFTER DESIGNATED IS CLAIMED BY THE STATE OF NEW JERSEY AS AREA NOW OR FORMERLY BELOW MEAN HIGH WATER AS SHOWN ON THE TIDELANDS MAP (IF APPLICABLE) PREPARED BY THE OFFICE OF ENVIRONMENTAL ANALYSIS AND APPROVED BY THE TIDELANDS RESOURCE COUNCIL AND/OR FROM OBSERVED/AS SEEN CONDITIONS ON AERIAL PHOTOGRAPHY.

APPLICABLE TIDELANDS MAP

Tidelands Map (Adoption Date): 714-2184 (05/27/1982)

DESIGNATED PROPERTY

County: Bergen

Municipality: Edgewater Borough

Block: 99 Lot: 1.13

Street Number & Name: 45 River Rd

As shown on Tax Map: attached subdivision map

SEARCH RESULTS

Findings: CLAIMED

Estimated Tideland Coverage: 26%

Dated: 03/16/2022

THIS PERCENTAGE IS AN ESTIMATE ONLY AND IS SUBJECT TO REVIEW AND APPROVAL BY THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION BUREAU OF TIDELANDS AND THE TIDELANDS RESOURCE COUNCIL

IN WITNESS WHEREOF, WESTERN TECHNOLOGIES GROUP, LLC. HAS CAUSED THIS CERTIFICATE TO BE EXECUTED BY ITS PRESIDENT.

SUBJECT PROPERTY

County: Bergen State: New Jersey
 Municipality: Edgewater Borough
 Block: 99 Lot: 1.13
 As shown on attached subdivision map
 Street Number & Name: 45 River Rd
 Present Owner: I. Park Edgewater Llc
 Tidelands Map *Cf qr map F cvg+#: 714-2184 (05/27/1982)

In response to your request, Western Technologies Group, LLC has reviewed the conveyance maps of the New Jersey Tidelands Management Bureau for prior tideland instruments which may affect the above referenced property. The results are as follows:

Tidelands Instruments found:

Tidelands Bureau File Data

Recipient	Date	Liber Book	Page	File#	Consideration
7		10 Year Lease to Lever Brothers Company, June 27, 1955, Liber V-3, page 131, Annual Rental \$634.30 Renewal of 10 Year Lease to Lever Bros. Co , December 20, 1965, Liber I-5, page 32, Annual Rental \$634.34			
10		Grant to Lever Brothers Company, 11/1/84, Liber X-6, Pg 102, etc, Cons \$ 43,000 00, File 82-0620			
12		Grant to Lever Brothers Company, 11/16/84, Liber X-6, P186 etc., Cons \$ 233,072 00, FILE 82-0551			

SEARCH RESULTS

We recommend careful review of the instrument (s) listed above. WTG, LLC is simply reporting that these instruments appear in the records of the Tidelands Management Bureau, and it assumes no responsibility for their nature, extent, or validity. This office can supply copies of any such instruments upon request, for a fee.

Dated: 03/16/2022

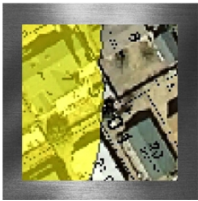
Tidelands Instruments found (cont.):

Tidelands Bureau File Data

Recipient	Date	Liber Book	Page	File#	Consideration
Grant to New York Transit Co., June 27, 1901, Liber O, page 21, Rate per foot \$48.00, Amount \$10,592.64.					
Lease to Water Front Improvement Co., Jan. 29, 1903, Liber P, page 162, Annual Rental \$129.80, Amount \$16,140.00 Converted to Grant to Water Front Improvement Co., April 14, 1904, Liber P, page 675, Rate per foot \$60.00, Amount \$10,865.40, Dimensions revised for Conversion					
Lease issued to Isaac P. Martin, April 18, 1874, Liber A, page 311, Principal Sum \$3,125.00, Annual Rental \$218.75, Converted to Grant to Martin & Lynes, March 30, 1899, Liber M, page 556, Lump Sum \$3,125.00.					
Lease issued to Bulls Ferry Chemical Co., April 25, 1907, Annual Rental \$3,458.70, Liber R, page 373, Amount \$49,410.00, Converted to Grant to Argam Tamin Company, September 7, 1911, Liber T, page 296, Rate per foot \$150.00, Amount \$49,410.00					
Lease issued to United Oil Company, September 30, 1895, - Liber K, page 523, Annual Rental \$514.50, Principal Sum \$7,350.00, Converted to Grant to Colby & Company, February 27, 1902, Liber O, page 417, Amount \$7,350.00					
15 Year Convertible Lease to Luckenbach Terminals, Inc., March 21, 1921, Liber G-1, page 41, Annual Rental \$87,500.00, Amount \$1,250,000.00. Forclosed September 17, 1924.					
***** The instrument(s) below should be requested from the County Clerk. The NJ DEP does not have a procedure in place to file such documents. *****					
5	Grant to Colby and Company, June 30, 1904, Consideration \$1.00, Recorded in Envelope 558				

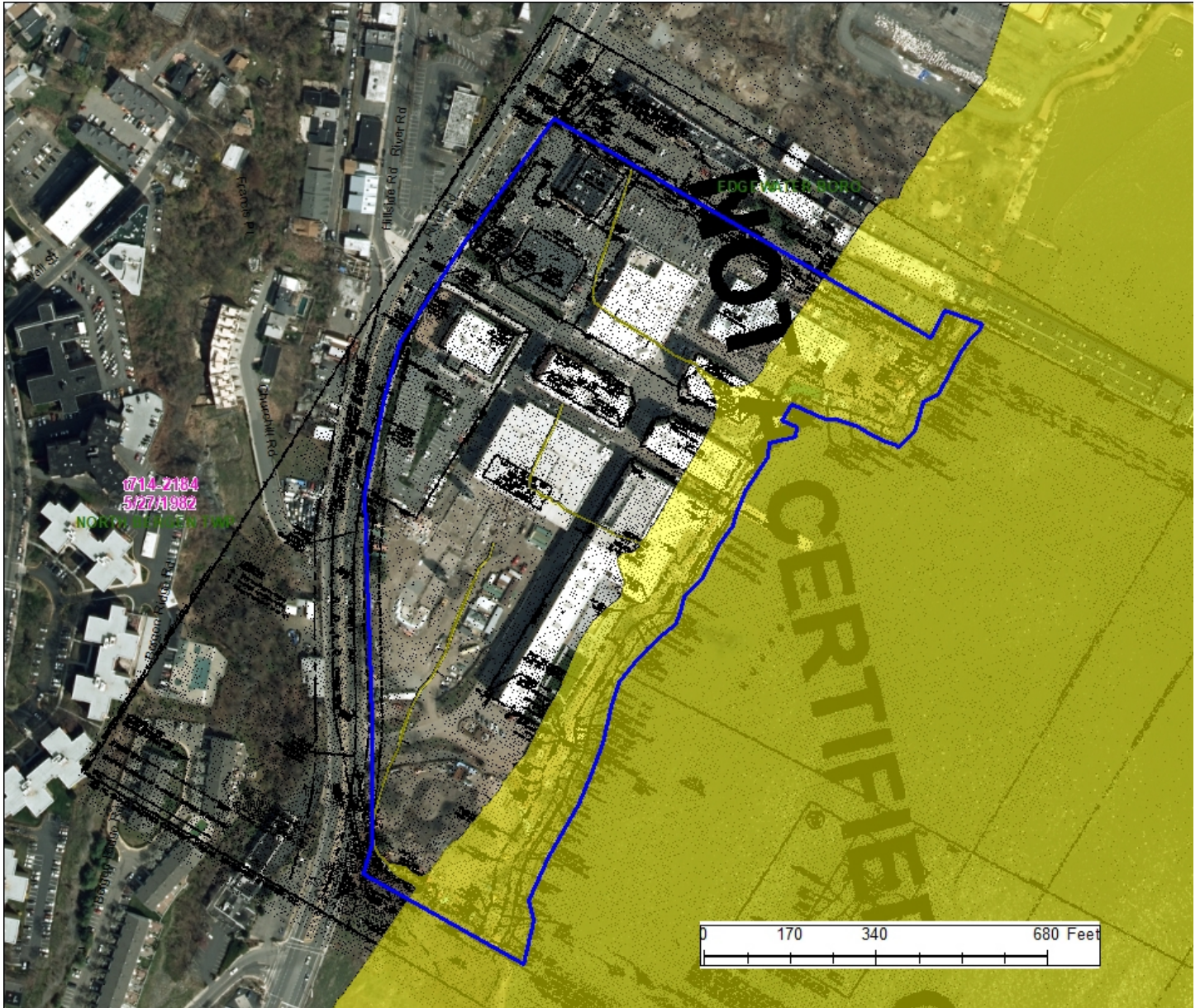
We recommend careful review of the instrument (s) listed above. WTG, LLC is simply reporting that these instruments appear in the records of the Tidelands Management Bureau, and it assumes no responsibility for their nature, extent, or validity. This office can supply copies of any such instruments upon request, for a fee.

Dated: 03/16/2022

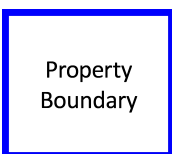


Tidelands Report

Powered by



45 River Rd, Edgewater Borough, NJ Block: 99 Lot: 1.13
 Maps: 714-2184 (05/27/1982)

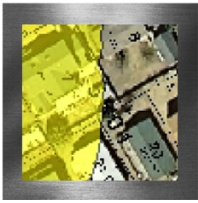


Claimed



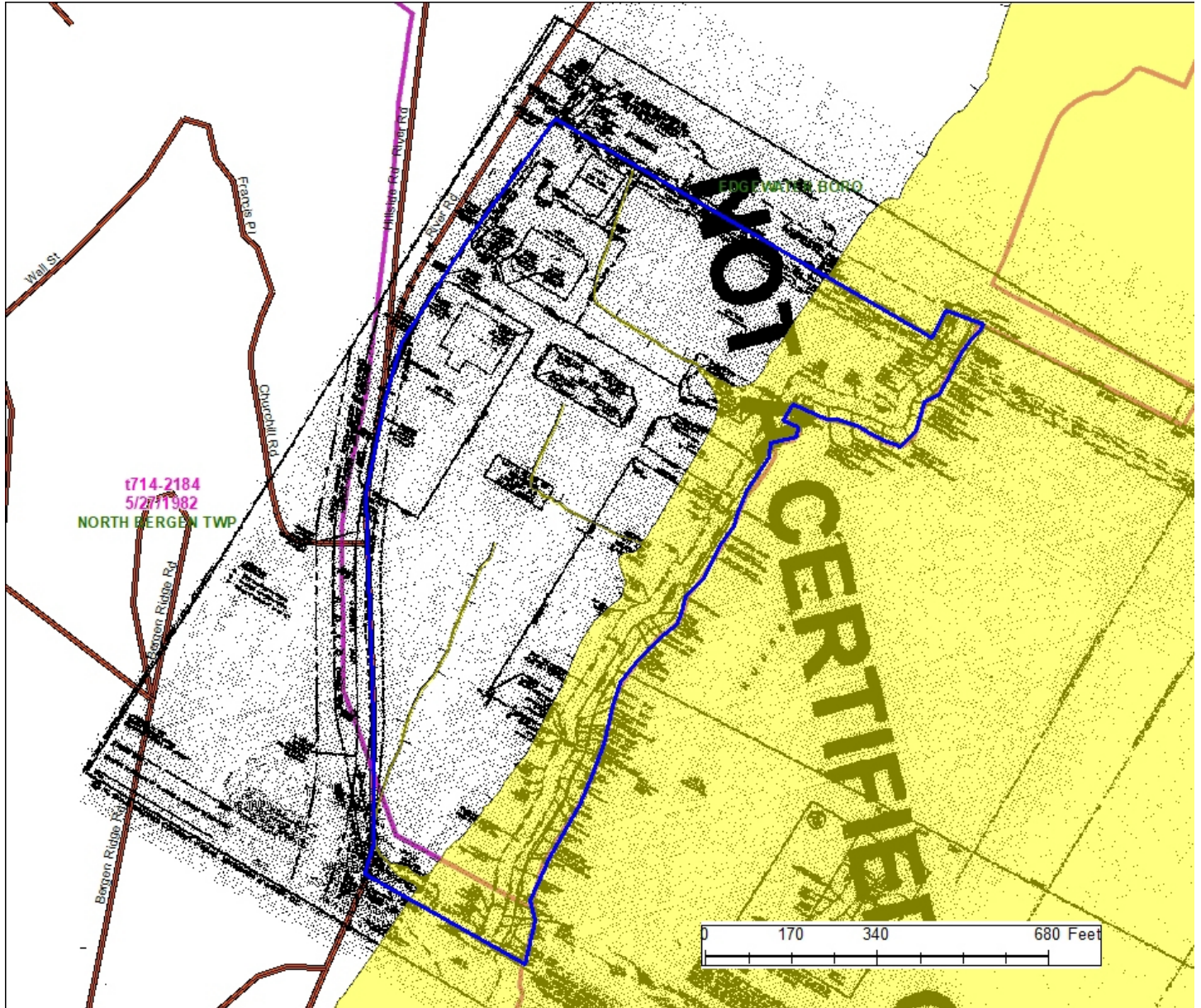
Unclaimed

The areas, boundaries and dimensions shown on this plan are derived from record tideland grants, quitclaim deeds, leases, licenses, easements and judgments quieting title. This map should be used for reference purposes only. The individual instrument should be consulted to ascertain the accurate legal description and the significance of all substantive terms and conditions.

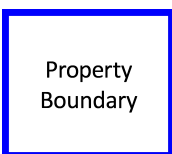


Tidelands Report

Powered by



45 River Rd, Edgewater Borough, NJ Block: 99 Lot: 1.13
 Maps: 714-2184 (05/27/1982)



Claimed



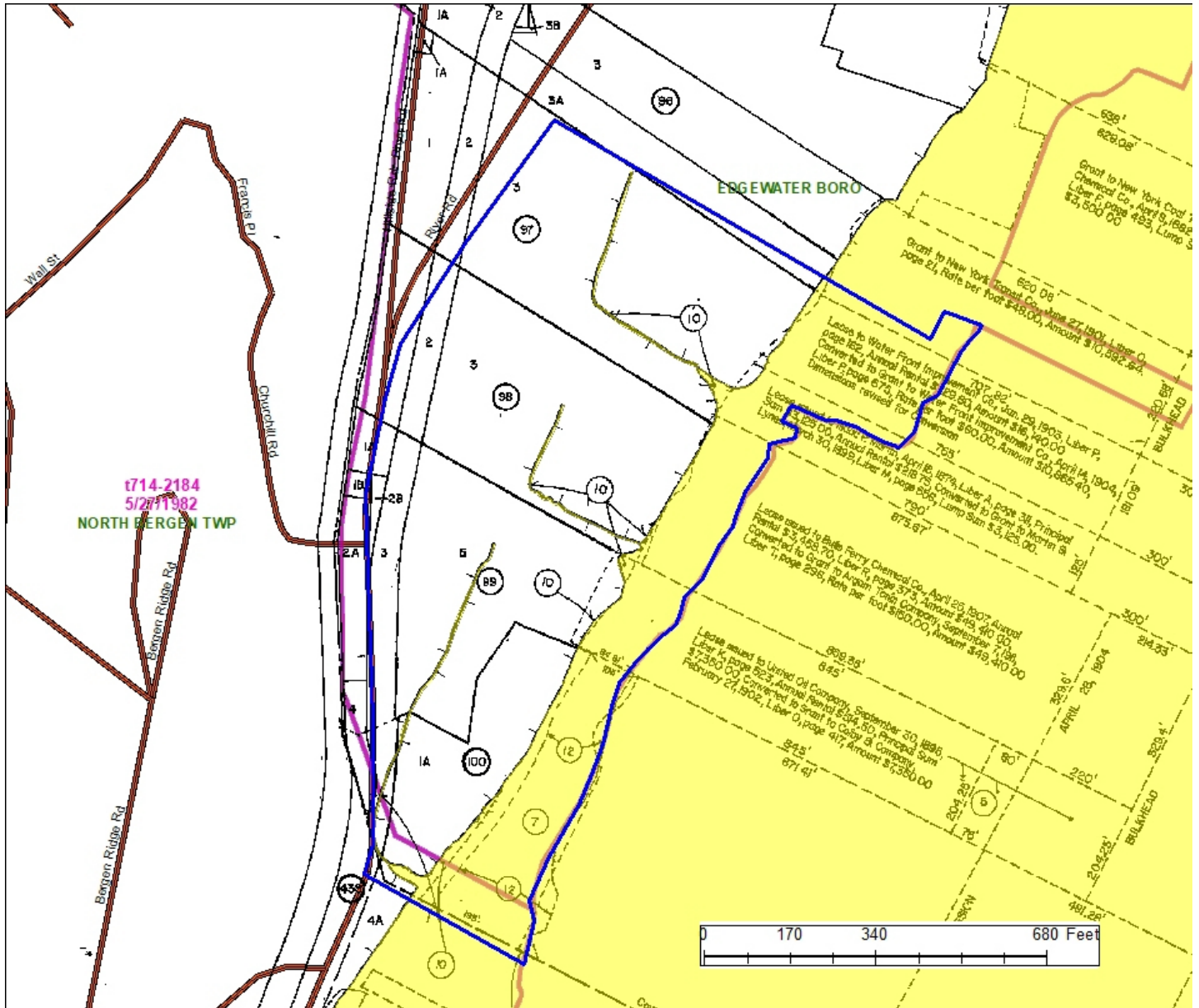
Unclaimed

The areas, boundaries and dimensions shown on this plan are derived from record tideland grants, quitclaim deeds, leases, licenses, easements and judgments quieting title. This map should be used for reference purposes only. The individual instrument should be consulted to ascertain the accurate legal description and the significance of all substantive terms and conditions.

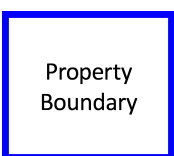


Tidelands Report

Powered by



45 River Rd, Edgewater Borough, NJ Block: 99 Lot: 1.13
 Maps: 714-2184 (05/27/1982)



Claimed



Unclaimed

The areas, boundaries and dimensions shown on this plan are derived from record tideland grants, quitclaim deeds, leases, licenses, easements and judgments quieting title. This map should be used for reference purposes only. The individual instrument should be consulted to ascertain the accurate legal description and the significance of all substantive terms and conditions.

Property Location			
45 RIVER ROAD, Edgewater 07020-1017 213 (Edgewater Borough), Block: 99, Lot: 1.13			
Property Information		Assessment Data	
Class: Class: 4A - Commercial		Total Value: \$1,100,300.00	
Additional Lots:		Land Value: \$1,075,300.00	
Bld Description:		Improvement Value: \$25,000.00	
Land Description: 0.898AC 39103SF		% Improvement: 2.27	
Acreage: 0.898		Special Tax Codes:	
Square Footage: 0		Deductions: Senior() Veteran() Widow() Surv. Spouse() Disabled()	
Zoning: , Usage:		Exemption: 0	
Year Constructed: 0		Exemption statute:	
Use Code: 0		2019 Rate: 1.896; 2019 Ratio: 72.55%; 2019 Taxes: \$20,861.68	
# Dwellings: 0		2020 Rate: 1.945; 2020 Ratio: 74.08%; 2020 Taxes: \$21,400.83	
Census Tract: 130.01		2021 Rate: 2.253; 2021 Ratio: 82.33%; 2021 Taxes: \$24,789.75	
Current Owner		Sale Data	
I PARK EDGEWATER LLC		Date: 08/30/2004	
485 WEST PUTNAM AVE		Price: \$23,000,000.00	
Greenwich, CT 06830-6060		Ratio: 0.05%	
Previous Owner:		Deed Book: 08736	
		Deed Page: 00290	
Latest Sales Detail			
Recorded: 02/23/2016	Sales Price: \$1.00	Recorded:	Sales Price:
Sales Date: 02/03/2016	Sales Ratio:	Sales Date:	Sales Ratio:
Deed Book: 21930	Use Code:	Deed Book:	Use Code:
Deed Page: 23700	Not Usable: 25	Deed Page:	Not Usable:
Buyer			Buyer
I PARK EDGEWATER LLC 485 WEST PUTNAM AVE Greenwich, CT 06830-6060			
Seller			Seller
I-PARK EDGEWATER LLC 485 WEST PUTNAM AVE Greenwich, CT 06830-6060			

No map available

The State of New Jersey:

To all to whom these Presents shall come or may concern,

Greeting:

Whereas, the State of New Jersey owns the lands under tidewater hereinafter described;

And Whereas, the lessee herein represents that it is the owner of the upland abutting and adjoining the said lands under tidewater and has requested the State of New Jersey to lease said lands to it in accordance with Chapter 448 of the Laws of 1948 and the amendments and supplements thereto;

And Whereas, the Division of Planning and Development in the Department of Conservation and Economic Development, as established by Chapter 448, Laws of 1948, has succeeded to the powers and duties of the Division of Navigation in the Department of Conservation:

And Whereas, LEVER BROTHERS COMPANY, a corporation of the State of Maine, having its principal office at 390 Park Avenue, New York City, New York, and with a place of business at 45 River Road and 101 River Road, both in the Borough of Edgewater, Bergen County, New Jersey,

representing itself to be the owner of the lands fronting on HUDSON RIVER in the Borough of Edgewater in the County of Bergen, and State of New Jersey, which lie above the high water mark and in front of which the lands hereinafter described are situate, has applied to the Department of Conservation and Economic Development, Division of Planning and Development, for a lease of said lands under tidewater and to have it fix the boundaries thereof and determine the price or compensation and the annual rental to be paid therefor and the terms, covenants, conditions and limitations of said lease;

And Whereas, a majority of the members of the Planning and Development Council of the Division of Planning and Development, having due regard to the interests of navigation and of the State have approved the making of a lease of the lands under tidewater hereinafter described upon the covenants, conditions and limitations herein set forth, and have fixed the sum of

SIX HUNDRED THIRTY-FOUR and THIRTY HUNDREDTHS (\$634.30) DOLLARS

to be the annual rental to be paid for said lands under water so designated, subject, as hereinafter stated, for and during and until the full end and term of ~~fifteen (15)~~ ten (10) years, except as otherwise provided;

Now Therefore, the said State of New Jersey, acting by and through the Division of Planning and Development in the Department of Conservation and Economic Development, the Governor and the Commissioner of Conservation and Economic Development and a majority of the members of the Planning and Development Council in the Division of Planning and Development approving, in consideration of the premises and of the rents, covenants, conditions and limitations herein contained does hereby demise lease and to farm let for the period of **ten** years commencing on the **27th day of June 1955** unto the said

LEVER BROTHERS COMPANY, a corporation
of the State of Maine,

until default is made in the punctual payment of the annual rentals herein fixed, or until this instrument and all estate or rights arising thereunder has been declared forfeited by said Department of Conservation and Economic Development, Division of Planning and Development, or its successors in office, for breach of any of the covenants or conditions herein contained, or until the same has been in any other manner forfeited or terminated—**ALL** that tract of land now or formerly flowed by tidewater, situate in the Borough of Edgewater, in the County of Bergen and State of New Jersey, bounded and described as follows:

BEGINNING at a point in the former mean high water line of the northwesterly shore of Hudson River where the same is intersected by the division line between the County of Hudson and the County of Bergen, said beginning point being distant one hundred three (103) feet more or less southeastwardly measured along said county division line as the same bears South 58 degrees 55 minutes 42 seconds East from its intersection with the easterly side of the Hoboken-Hudson River Turnpike (since vacated);

THENCE (1) South 58 degrees 55 minutes 42 seconds East following said county division line a distance of one hundred ninety-five (195) feet more or less to a point in the present mean high water line of the northwesterly line of Hudson River, said last mentioned point being distant two hundred ninety-eight and no hundredths (298.00) feet southeastwardly measured along said county division line from the aforesaid point of intersection;

THENCE (2) In a general northwardly or northeastwardly direction following said present mean high water line, the various courses and distances thereof, to a point in the southwesterly line of lands granted by the State of New Jersey to Colby and Co. by instrument dated February 27, 1902;

THENCE (3) North 59 degrees, 57 minutes, 03 seconds West, bounding upon said southwesterly line of lands granted to Colby & Co. a distance of one hundred five (105) feet more or less to a point in the former mean high water line of the northwesterly shore of Hudson River;

THENCE (4) In a general southwestwardly direction following said former mean high water line, the various courses and distances thereof, to the point and place of **BEGINNING**.

Containing approximately 2.094 acres.

All as shown on the map hereto annexed and made part hereof.

With the right and privilege, under the covenants and conditions of this lease, to exclude the tidewater from so much of the lands above described by depositing thereon sand, cinders or earth for the purpose of providing space to be used exclusively for the free Parking of automobiles of the employees of Lever Brothers Company.

This lease or conveyance being made and accepted upon the express condition that no pier, wharf, piling, building or any structure whatsoever, except as hereinafter stated, is to be built or erected on or over or placed on the lands hereby leased, except the deposit of sand, cinders or earth with necessary bulkheads or wall to retain said fill for the purpose of providing a space to be used exclusively for the parking of automobiles of the employees of Lever Brothers Company, and for which no charge will be made for this privilege.

PROVIDED, HOWEVER, that it is understood and agreed that the lessee may erect a fence around said leased premises (with the necessary posts), together with necessary gate or gates, and a watchman's house, or temporary structures (none of which shall be permanently fixed to the land) as may be deemed by it necessary or useful in the use of said premises for the purposes of an automobile parking lot.

PROVIDED, HOWEVER, that the deposit of said sand, cinders or earth shall be subject to the conditions now or hereafter imposed by the United States War Department and by the Department of Conservation and Economic Development, Division of Planning and Development of New Jersey for the protection of navigation.

PROVIDED, that nothing in this lease contained shall in any way authorize any digging, dredging or filling in, or any other dominion over the lands of the State under water lying outshore or channelward of the above described tract.

PROVIDED ALSO, that the State of New Jersey expressly reserves all its rights under the existing statutes to make grants or leases of lands under water in front of or outshore of the tract above described and hereby leased to the said LEVER BROTHERS COMPANY, its successors or assigns.

This lease is made subject to the limitations that neither the lessee herein nor its successors or assigns shall fill in, or otherwise improve or develop the same, nor appropriate the said lands herein leased to its or their own exclusive use until a permit therefor shall have been issued to them for that purpose. The lessee shall prepare plans and specifications for any intended improvement, filling in, or development of the said lands, and submit same to the Department of Conservation and Economic Development, Division of Planning and Development, for its approval as a prerequisite to the issuance of any such permit.

AND ALSO PROVIDED, and this lease is made upon the condition and limitation that if the said

LEVER BROTHERS COMPANY, a corporation
of the State of Maine,

is not the owner of the upland adjoining the lands under tide-

water hereby leased, then, and in that event, this conveyance and all the covenants herein on the part of the State shall be void; if the said

LEVER BROTHERS COMPANY, a corporation
of the State of Maine,

is the owner of a part of the upland adjoining the lands under tidewater hereby leased, then this conveyance, and all covenants herein on the part of both parties shall be valid as affecting any part or parts of said land under water which abuts and joins lands so owned.

TO TAKE, HAVE, HOLD, use, exercise and enjoy, as lessee for the term aforesaid, the said lands and premises, and all the rights and privileges aforesaid, exercisable within and over, or with reference to the same, to and for the said several uses, intents and purposes, and in the manner and form that they are above leased unto the said

LEVER BROTHERS COMPANY, a corporation
of the State of Maine,

subject to the regulations now imposed by law on the exercise of said rights of property hereby leased, and to such as shall hereafter be made by the Legislature or the said Department of Conservation and Economic Development, Division of Planning and Development, or a majority thereof, yielding and paying therefor unto the State of New Jersey the annual rent of

SIX HUNDRED THIRTY-FOUR and THIRTY HUNDREDTHS (\$634.30)
DOLLARS

to be paid to the State of New Jersey by the said

LEVER BROTHERS COMPANY, a corporation
of the State of Maine,

to wit, the first payment made on the delivery of this lease to be the rental from the date of this lease to the next succeeding first day of January or July, as the case may be, and thereafter the rentals in equal half yearly payments shall be paid in advance on the first day of January and July of each succeeding year.

And the said

LEVER BROTHERS COMPANY, a corporation
of the State of Maine,

does hereby covenant and agree to and with the State of New Jersey that the said

LEVER BROTHERS COMPANY, a corporation
of the State of Maine,

shall and will from time to time, and at all times well and truly pay, or cause to be paid to the State of New Jersey the yearly rent or sum of

SIX HUNDRED THIRTY-FOUR and THIRTY HUNDREDTHS (\$634.30)
DOLLARS

hereinbefore reserved, upon and before the several days and times hereinbefore appointed for the payment thereof, and that if it shall happen that the said yearly rent, or any part thereof, shall at any time hereafter be unpaid after the same shall become due, it shall be lawful, immediately and without demand for such rent in arrear, for the State of New Jersey, by its officers and agents or otherwise, into the said tract of land and every

part thereof, to enter, and distrain all things on said premises for said annual rent, or such part thereof as shall be behind and unpaid, and the distress and distresses there found to take and convey away and detain and keep, or otherwise dispose of according to law until the said rent and all arrears thereof and the costs and charges occasioned by the non-payment thereof at the time in that behalf above mentioned shall be fully paid and satisfied; and also that in such case it shall be lawful, without demand for such rent in arrears, for the said State of New Jersey, by its officers or agents or otherwise, into the said tract of land hereby leased to re-enter and the same and every part thereof, and all improvements, and all the rights, liberties, privileges and franchises aforesaid to have, possess and enjoy as of its first and former estate, anything herein contained to the contrary notwithstanding, and upon such re-entry by the State all covenants herein on the part of the State shall forthwith cease and determine and the said lease and this instrument shall become null and void.

IT IS DISTINCTLY UNDERSTOOD and mutually agreed between the parties to these presents that the payment of the annual rentals on the days and times appointed shall be of the essence of this contract, and that the State of New Jersey does not covenant and is not bound to make any renewal of the lease of said lands at the expiration of the said period of ten (10) years. If any such renewal is granted, it shall be at such valuation and terms as may be fixed by the said Department of Conservation and Economic Development, Division of Planning and Development.

IT IS FURTHER UNDERSTOOD and AGREED between the parties to these presents that this lease is made and accepted upon the express condition that the same or any part thereof may not be assigned or otherwise transferred by the said

LEVER BROTHERS COMPANY, a corporation
of the State of Maine,

to any other person or persons, except upon written consent of the Department of Conservation and Economic Development, Division of Planning and Development, or its successors in office.

In addition to the rentals required to be paid in advance upon the delivery of this lease, the lessee shall deposit with the Department of Conservation and Economic Development, Division of Planning and Development, the sum of

SIX HUNDRED THIRTY-FOUR and THIRTY HUNDREDTHS (\$634.30)
DOLLARS

the same to be applied against the payment of rentals for the period covering any year in which the lessee defaults in the payment of the amount due under the lease.

If it shall so happen that the yearly rental or any part thereof be in arrears and unpaid after the same shall become due, then, in that event, it shall be lawful for the State of New Jersey to apply the said sum of

SIX HUNDRED THIRTY-FOUR AND THIRTY HUNDREDTHS (\$634.30)
DOLLARS

or any portion thereof against the rentals in arrears and due the State of New Jersey.

After all the terms and conditions of this lease have been fully complied with, and no default in the rental payment ex-

ists, all money still on deposit with the Department of Conservation and Economic Development, Division of Planning and Development, to guarantee the payments of the lease rentals shall be returned to the lessee herein.

AND ALSO PROVIDED, that at the expiration of the said ten (10) years herein fixed as the duration of this lease, or at any previous time by reason of the non-payment of rentals as herein provided, the estate hereby granted shall terminate and the lands hereby leased and all the appurtenances, betterments and improvements thereto, shall revert to and become the property of the State of New Jersey, without any entry or re-entry by the said State.

Note: Printed word "fifteen" and printed figure "15" appearing in the fifth "WHEREAS" paragraph on page 1 were stricken out prior to execution.

In Witness Whereof,

~~add to resolution~~
FRED C. FREEMAN
the State of New Jersey has caused these presents to be signed by the Governor, the Commissioner of Conservation and Economic Development, and a majority of the Planning and Development Council, and has caused the Great Seal of the State of New Jersey to be hereunto affixed and has caused these acts to be attested by the Attorney General and the Secretary of State, and the said

LEVER BROTHERS COMPANY, has caused these presents to be signed by its Vice-President and its corporate seal, duly attested to by its Secretary and hereunto affixed

this day of June 27, 1955

Robert B. Meyner
ROBERT B. MEYNER Governor

Joseph E. McLean
Commissioner of Conservation and Economic Development
JOSEPH E. McLEAN

Members of the Planning and Development Council:

Wayne D. McMurray
Wayne D. McMurray

E. M. Maddock
E. M. Maddock

H. L. Derby
H. L. Derby

Irring Fitch
Irring Fitch

Eugene L. Lora
Eugene L. Lora

R. P. McClave
R. P. McClave

Thomas R. Jones
Thomas R. Jones

ATTEST:

Edward J. Patten
Secretary of State
Edward J. Patten

ATTEST:

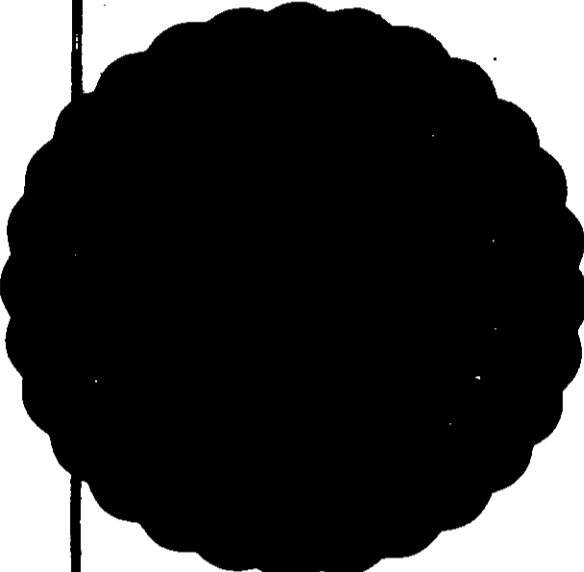
Grover C. Richman, Jr.
Attorney General
Grover C. Richman, Jr.

ATTEST:

M. J. Pendergast
M. J. Pendergast, Secretary

LEVER BROTHERS COMPANY (Lessee)

By: *E. Lee Talman*
(Lessee)
E. Lee Talman, Vice President



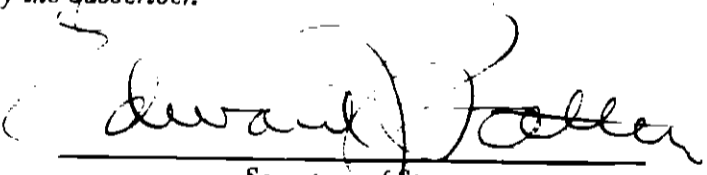
APPROVED AS TO FORM AND EXECUTION
Sidney Kaffery
SIDNEY KAFFERY, DEPUTY ATTY GEN.

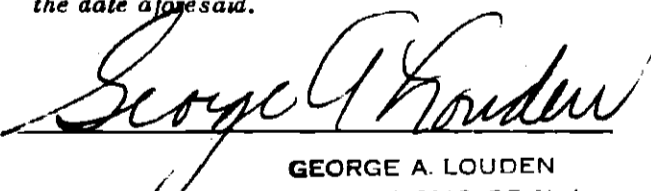
STATE OF NEW JERSEY }
COUNTY OF MERCER } SS.:

Be it Remembered, that on this 27th day of June
Nineteen hundred and Fifty -Five before me, the subscriber, a Notary Public
of New Jersey, personally appeared Edward J. Patten, who being by me
duly sworn on his oath, says that he is the Secretary of State of the State of New Jersey, the lessor
named in the foregoing instrument; that he well knows the Great Seal of the State of New Jersey; that
the seal affixed to said instrument is said seal and was thereto affixed by him as his act and deed
and as the act and deed of the said lessor; that on the date of the execution of the said instrument,
ROBERT B. MEYNER was the Governor of the State of New Jersey, JOSEPH E. McLEAN
was the Commissioner of Conservation and Economic Development, GROVER C. RICHMAN, JR.
was the Attorney General, and Wayne D. McMurray, E. M. Maddock, H.L. Derby,
Irving Fitch, Eugene L. Lora, R. P. McClave and Thomas R. Jones

were members of the Planning and Development Council and constituted a majority thereof that he well
knows their signatures; and that the said instrument was signed by the Governor, the Commissioner of
Conservation and Economic Development and a majority of the members of the Planning and Develop-
ment Council, as their act and deed and as the act and deed of the said lessor; that said instrument
was attested by the Attorney General and by the subscriber.

Sworn and subscribed
before me at Trenton
the date aforesaid.

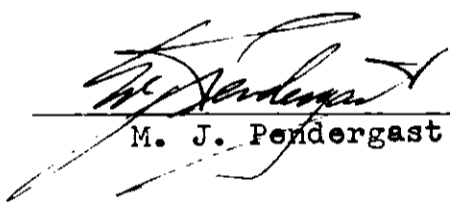

Secretary of State
(EDWARD J. PATTEN)


GEORGE A. LOUDEN
NOTARY PUBLIC OF N. J.
My Commission Expires Nov. 4, 1959

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS.

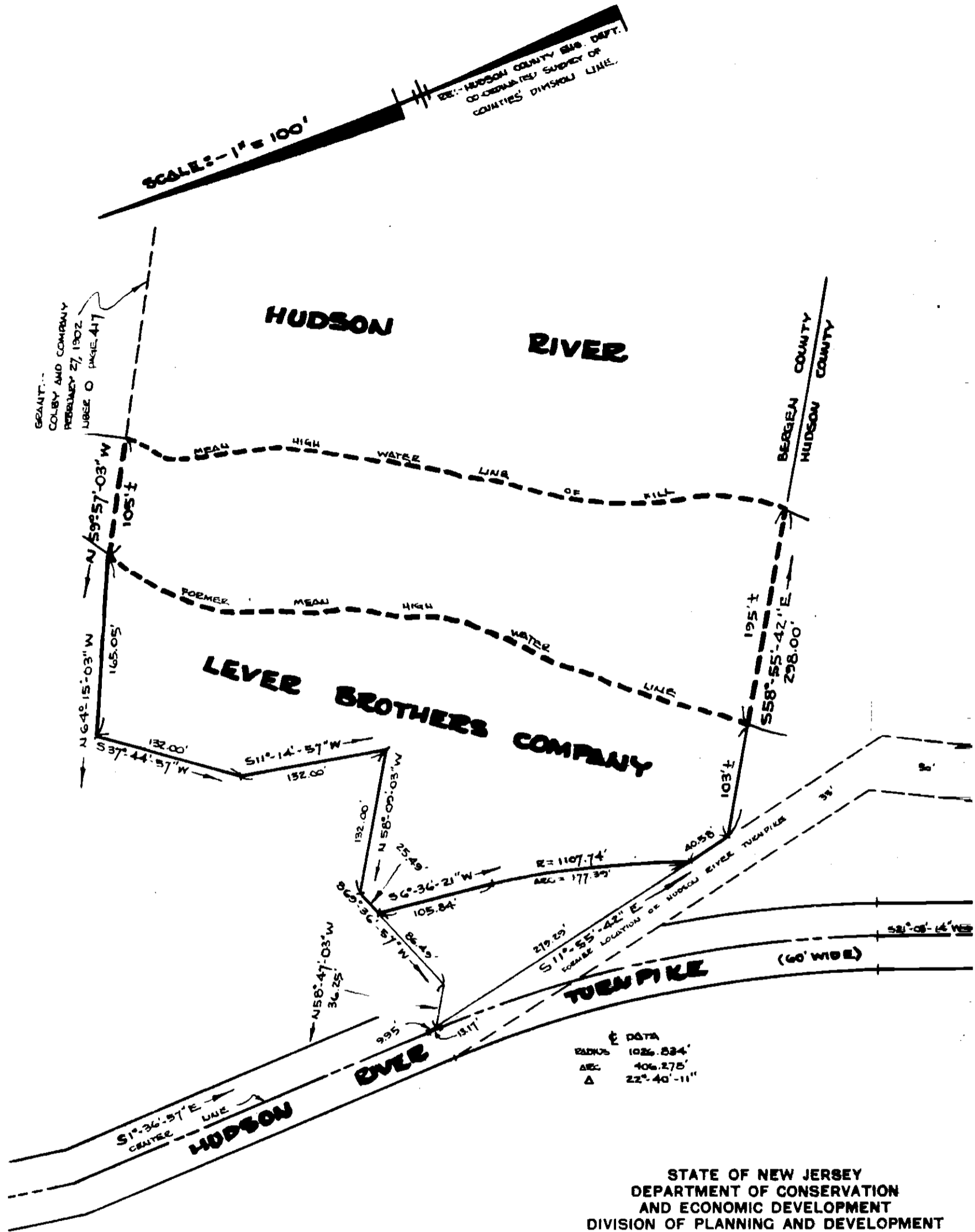
Be it Remembered, That on this 26TH day of
May in the year nineteen hundred and Fifty-Five before
me, the subscriber, a Notary Public of New York personally ap-
peared M. J. Pendergast who, being by me duly sworn, doth
depose and make proof to my satisfaction, that he well knows the corporate
seal of LEVER BROTHERS COMPANY, a corporation of the State of
Maine,
the lessee named in the foregoing instrument; that the seal thereto affixed
is the proper corporate seal of the said Company; that the same was so af-
fixed thereto and the said instrument signed and delivered by
E. Lee Talman
who was at the date and execution thereof the Vice President
of said Company, in the presence of said deponent as the
voluntary act and deed of the said Company, and that the said deponent there-
upon signed the same as subscribing witness.

Sworn and Subscribed
before me at the date
aforesaid.


M. J. Pendergast

Florence B. Bisch

FLORENCE B. BISCH
Notary Public, State of New York
Exp. 11/55
City of New York



COMPUTED & DRAWN BY A. Scoppetulo N. J. ENGR. LIC. NO. 8
 CHECKED AND APPROVED F.C. FREEMAN N. J. ENGR. LIC. NO. 2565
Freeman

P. J. ...
 N. J. ENGR. LIC. NO. 117 Chief Navigation Bureau

THE STATE OF NEW JERSEY:

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN,

GREETING:

WHEREAS, the State of New Jersey owns the lands under tide-water hereinafter described;

AND WHEREAS, the lessee herein represents that it is the owner of the upland abutting and adjoining the said lands under tidewater and has requested the State of New Jersey to lease said lands to it in accordance with Chapter 448 of the Laws of 1948 and the amendments and supplements thereto;

AND WHEREAS, the Division of Resource Development in the Department of Conservation and Economic Development, as established by Chapter 448, Laws of 1948, has succeeded to the powers and duties of the Division of Navigation in the Department of Conservation:

AND WHEREAS, LEVER BROTHERS COMPANY, a corporation of the State of Maine, having its principal office at 390 Park Avenue, New York City, New York, and with a place of business at 45 River Road and 101 River Road, both in the Borough of Edgewater, Bergen County, New Jersey,

representing itself to be the owner of the lands fronting on HUDSON RIVER in the Borough of Edgewater in the County of Bergen, and State of New Jersey, which lie above the high water mark and in front of which the lands hereinafter described are situate, has applied to the Department of Conservation and Economic Development, Division of Resource Development, for a lease of said lands under tidewater and to have it fix the boundaries thereof and determine the price or compensation and the annual rental to be paid therefor and the terms, covenants, conditions and limitations of said lease;

AND WHEREAS, a majority of the members of the Resource Development Council of the Division of Resource Development, having due regard to the interests of navigation and of the State have approved the making of a lease of the lands under tidewater hereinafter described upon the covenants, conditions and limitations

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herein set forth, and have fixed the sum of SIX HUNDRED THIRTY-FOUR and THIRTY HUNDREDTHS DOLLARS (\$634.30) to be the annual rental to be paid for said lands under water so designated, subject as hereinafter stated, for and during and until the full end and term of ten (10) years, except as otherwise provided;

NOW THEREFORE, the said State of New Jersey, acting by and through the Division of Resource Development in the Department of Conservation and Economic Development, the Governor and the Commissioner of Conservation and Economic Development and a majority of the members of the Resource Development Council in the Division of Resource Development approving, in consideration of the premises and of the rents, covenants, conditions and limitations herein contained does hereby demise lease and to farm let for the period of ten years commencing on the 20th day of December, 1965 unto the said LEVER BROTHERS COMPANY, a corporation of the State of Maine, until default is made in the punctual payment of the annual rentals herein fixed, or until this instrument and all estate or rights arising thereunder has been declared forfeited by said Department of Conservation and Economic Development, Division of Resource Development, or its successors in office, for breach of any of the covenants or conditions herein contained, or until the same has been in any other manner forfeited or terminated--ALL that tract of land now or formerly flowed by tidewater, situate in the Borough of Edgewater, in the County of Bergen and State of New Jersey, bounded and described as follows:

BEGINNING at a point in the former mean high water line of the northwesterly shore of Hudson River where the same is intersected by the division line between the County of Hudson and the County of Bergen, said beginning point being distant one hundred three (103) feet more or less southeastwardly measured along said county division line as the same bears South 58 degrees 55 minutes 42 seconds East from its intersection with the easterly side of the Hoboken-Hudson River Turnpike (since vacated);

THENCE (1) South 58 degrees 55 minutes 42 seconds East following said county division line a distance of one hundred ninety-five (195) feet more or less to a point in the present mean high water line of the northwesterly line of Hudson River, said last mentioned point being distant two hundred ninety-eight and no hundredths (298.00) feet southeastwardly measured along said county division line from the aforesaid point of intersection;

THENCE (2) In a general northwardly or northeastwardly direction following said present mean high water line, the various courses and distances thereof, to a point in the southwesterly line of lands granted by the State of New Jersey to Colby and Co. by instrument dated February 27, 1902;

THENCE (3) North 59 degrees, 57 minutes, 03 seconds West, bounding upon said southwesterly line of lands granted to Colby & Co. a distance of one hundred five (105) feet more or less to a point in the former mean high water line of the northwesterly shore of Hudson River;

THENCE (4) In a general southwestwardly direction following said former mean high water line, the various courses and distances thereof, to the point and place of BEGINNING.

Containing approximately 2.094 acres.

All as shown on the map hereto annexed and made part hereof.

THE lands hereby leased being the same lands leased on June 20, 1955, by the State of New Jersey to LEVER BROTHERS COMPANY said lease being recorded in Liber V-3 of Grants and Leases of Lands Under Water at Folio #131, etc., in the office of the Department of Conservation and Economic Development, Division of Resource Development, of the State of New Jersey, which expired by its own limitation on June 27, 1965.

With the right and privilege, under the covenants and conditions of this lease, to exclude the tidewater from so much of the lands above described by depositing thereon sand, cinders or earth for the purpose of providing space to be used exclusively for the free Parking of automobiles of the employees of Lever Brothers Company.

This lease or conveyance being made and accepted upon the express condition that no pier, wharf, piling, building or any structure whatsoever, except as hereinafter stated, is to be built or erected on or over or placed on the lands hereby leased, except the deposit of sand, cinders or earth with necessary bulkheads or wall to retain said fill for the purpose of providing a space to be used exclusively for the parking of automobiles of the employees of Lever Brothers Company, and for which no charge will be made for this privilege.

PROVIDED, HOWEVER, that it is understood and agreed that the lessee may erect a fence around said leased premises (with the necessary posts), together with necessary gate or gates, and a watchman's house, or temporary structures (none of which shall be permanently fixed to the land) as may be deemed by it necessary or useful in the use of said premises for the purposes of an automobile parking lot.

PROVIDED, HOWEVER, that the deposit of said sand, cinders or earth shall be subject to the conditions now or hereafter imposed by the United States War Department and by the Department of Conservation and Economic Development, Division of Resource Development of New Jersey for the protection of navigation.

PROVIDED, that nothing in this lease contained shall in any way authorize any digging, dredging or filling in, or any other dominion over the lands of the State under water lying outshore or channelward of the above described tract.

PROVIDED ALSO, that the State of New Jersey expressly reserves all its rights under the existing statutes to make grants or leases of lands under water in front of or outshore of the

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tract above described and hereby leased to the said LEVER BROTHERS COMPANY, its successors or assigns.

This lease is made subject to the limitations that neither the lessee herein nor its successors or assigns shall fill in, or otherwise improve or develop the same, nor appropriate the said lands herein leased to its or their own exclusive use until a permit therefor shall have been issued to them for that purpose. The lessee shall prepare plans and specifications for any intended improvement, filling in, or development of the said lands, and submit same to the Department of Conservation and Economic Development, Division of Resource Development, for its approval as a prerequisite to the issuance of any such permit.

AND ALSO PROVIDED, and this lease is made upon the condition and limitation that if the said

LEVER BROTHERS COMPANY, a corporation of the State of Maine,

is not the owner of the upland adjoining the lands under tidewater hereby leased, then, and in that event, this conveyance and all the covenants herein on the part of the State shall be void; if the said

LEVER BROTHERS COMPANY, a corporation of the State of Maine,

is the owner of a part of the upland adjoining the lands under tidewater hereby leased, then this conveyance, and all covenants herein on the part of both parties shall be valid as affecting any part or parts of said land under water which abuts and joins lands so owned.

TO TAKE, HAVE, HOLD, use, exercise and enjoy, as lessee for the term aforesaid, the said lands and premises, and all the rights and privileges aforesaid, exercisable within and over, or with reference to the same, to and for the said several uses, intents and purposes, and in the manner and form that they are above leased unto the said

LEVER BROTHERS COMPANY, a corporation of the State of Maine,

subject to the regulations now imposed by law on the exercise of said rights of property hereby leased, and to such as shall hereafter be made by the Legislature or the said Department of Conservation and Economic Development, Division of Resource Development, or a majority thereof, yielding and paying therefor unto the State of New Jersey the annual rent of

SIX HUNDRED THIRTY-FOUR and THIRTY HUNDREDTHS (\$634.30) DOLLARS

to be paid to the State of New Jersey by the said

LEVER BROTHERS COMPANY, a corporation of the State of Maine,

to wit, the first payment made on the delivery of this lease to be the rental from the date of this lease to the next succeeding first day of January or July, as the case may be, and thereafter the rentals in equal half yearly payments shall be paid in advance on the first day of January and July of each succeeding year.

And the said

LEVER BROTHERS COMPANY, a corporation of the State of Maine,

does hereby covenant and agree to and with the State of New Jersey that the said

LEVER BROTHERS COMPANY, a corporation of the State of Maine,

shall and will from time to time, and at all times well and truly pay, or cause to be paid to the State of New Jersey the yearly rent or sum of

SIX HUNDRED THIRTY-FOUR and THIRTY HUNDREDTHS (\$634.30) DOLLARS

hereinbefore reserved, upon and before the several days and times hereinbefore appointed for the payment thereof, and that if it shall happen that the said yearly rent, or any part thereof, shall be any time hereafter be unpaid after the same shall become due, it shall be lawful, immediately and without demand for such rent in arrear, for the State of New Jersey, by its officers and agents or otherwise, into the said tract of land and every part thereof, to enter, and distrain all things on said premises for said annual rent, or such part thereof as shall be behind and unpaid, and the distress and distresses there found to take and convey away and detain and keep, or otherwise dispose of according to law until the said rent and all arrears thereof and the costs and charges occasioned by the non-payment thereof at the time in that behalf above mentioned shall be fully paid and satisfied; and also that in such case it shall be lawful, without demand for such rent in arrears, for the said State of New Jersey, by its officers or agents or otherwise, into the said tract of land hereby leased to re-enter and the same and every part thereof, and all improvements, and all the rights, liberties, privileges and franchises aforesaid to have, possess and enjoy as of its first and former estate, anything herein contained to the contrary notwithstanding, and upon such re-entry by the State all covenants herein on the part of the State shall forthwith cease and determine and the said lease and this instrument shall become null and void.

IT IS DISTINCTLY UNDERSTOOD and mutually agreed between the parties to these presents that the payment of the annual rentals on the days and times appointed shall be of the essence of this contract, and that the State of New Jersey does not covenant and is not bound to made any renewal of the lease of said lands at the expiration of the said period of ten (10) years. If any such renewal is granted, it shall be at such valuation and terms as may be fixed by the said Department of Conservation and Economic Development, Division of Resource Development.

IT IS FURTHER UNDERSTOOD and AGREED between the parties to these presents that this lease is made and accepted upon the express condition that the same or any part thereof may not be assigned or otherwise transferred by the said

LEVER BROTHERS COMPANY, a corporation of the State of Maine,

to any other person or persons, except upon written consent of the Department of Conservation and Economic Development, Division of Resource Development, or its successors in office.

37

In addition to the rentals required to be paid in advance upon the delivery of this lease, the lessee shall deposit with the Department of Conservation and Economic Development, Division of Resource Development, the sum of

SIX HUNDRED THIRTY-FOUR and THIRTY HUNDREDTHS (\$634.30)
DOLLARS

the same to be applied against the payment of rentals for the period covering any year in which the lessee defaults in the payment of the amount due under the lease.

If it shall so happen that the yearly rental or any part thereof be in arrears and unpaid after the same shall become due, then, in that event, it shall be lawful for the State of New Jersey to apply the said sum of

SIX HUNDRED THIRTY-FOUR and THIRTY HUNDREDTHS (\$634.30)
DOLLARS

or any portion thereof against the rentals in arrears and due the State of New Jersey.

After all the terms and conditions of this lease have been fully complied with, and no default in the rental payment exists, all money still on deposit with the Department of Conservation and Economic Development, Division of Resource Development, to guarantee the payments of the lease rentals shall be returned to the lessee herein.

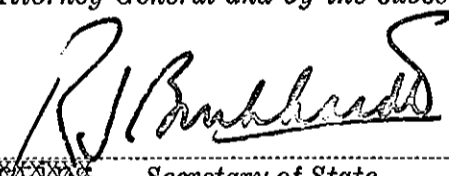
AND ALSO PROVIDED, that at the expiration of the said ten (10) years herein fixed as the duration of this lease, or at any previous time by reason of the non-payment of rentals as herein provided, the estate hereby granted shall terminate and the lands hereby leased and all the appurtenances, betterments and improvements thereto, shall revert to and become the property of the State of New Jersey, without any entry or re-entry by the said State.

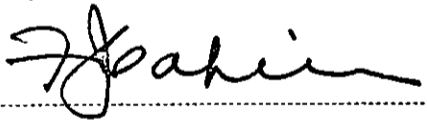
STATE OF NEW JERSEY }
COUNTY OF MERCER } SS.:

Be it Remembered, that on this 21st day of December
Nineteen Hundred and Sixty-five before me, the subscriber, a Notary Public
of New Jersey, personally appeared Robert J. Burkhardt, who being by me
duly sworn on his oath, says that he is the Secretary of State of the State of New Jersey, the
lessor named in the foregoing instrument; that he well knows the Great Seal of the State of
New Jersey; that the seal affixed to said instrument is said seal and was thereto affixed by
him as his act and deed and as the act and deed of the said lessor; that on the date of the
execution of the said instrument, Richard J. Hughes was the Governor of the
State of New Jersey, Robert A. Roe was the Commissioner of Conservation
and Economic Development, Arthur J. Sills was the Attorney General, and
O. V. Swisher, S. C. Smoyer, Henry T. Wietsma, Jack M. Kane,
William E. Waters, William E. O'Leary, Ronald S. Gall,
Martin Weiner, and J. Nevins McBride,

were members of the Resource Development Council and constituted a majority thereof that
he well knows their signatures; and that the said instrument was signed by the Governor, the
Commissioner of Conservation and Economic Development and a majority of the members of
the Resource Development Council, as their act and deed and as the act and deed of the said
lessor; that said instrument was attested by the Attorney General and by the subscriber.

Sworn and subscribed
before me at Trenton
the date aforesaid.


XXXXXXXX Secretary of State
ROBERT J. BURKHARDT


FRANK J. CAHILL
NOTARY PUBLIC OF N.J.
My Commission Expires May 28, 1969

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

Be it Remembered, That on this 18th day of October in the year nineteen hundred and Sixty-Five before me, the subscriber, a Notary Public of New York, personally appeared M. J. Pendergast, Secretary of Lever Brothers Company who, being by me duly sworn, doth depose and make proof to my satisfaction, that he well knows the corporate seal of LEVER BROTHERS COMPANY, a corporation of State of Maine the lessee named in the foregoing instrument; that the seal thereto affixed is the proper corporate seal of the said Company; that the same was so affixed thereto and the said instrument signed and delivered by

Edmund W. Pugh, Jr.

who was at the date and execution thereof the Administrative Vice President of said Company, in the presence of 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 the date aforesaid.

M. J. Pendergast (L.S.)
M. J. Pendergast
Secretary

Rose Lubin
Notary Public

ROSE LUBIN
Notary Public, State of New York
No. 03-7612325
Qualified in Bronx County



State of New York, } ss.:
County of New York, } No. 16547 Form 1
I, JAMES MCGURRIN, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record having by law a seal, DO HEREBY CERTIFY that

Rose Lubin
whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 19th day of October 1965

FEE PAID 50¢



James McGurrian
County Clerk and Clerk of the Supreme Court, New York County

SCALE 1" = 100'

GRANTED TO COLBY & CO.
FEBRUARY 27, 1902, LIBER 0,
PAGE 417, ETC.

HUDSON RIVER

MEAN HIGH WATER LINE OF FILL

APPROXIMATE AREA WITHIN DASHED LINES = 2.094 ACRES

FORMER MEAN HIGH WATER LINE

LEVER BROTHERS COMPANY, A CORPORATION OF THE STATE OF MAINE ACQUIRED TITLE TO PROPERTY BY DEED DATED MAY 3, 1950 AND RECORDED IN BERGEN COUNTY DEED BOOK #3069, PAGE 473, ETC.

BERGEN COUNTY LINE
HUDSON COUNTY LINE

N 64° 15' 3" W
165.05'

S 37° 44' 57" W
132.00'

S 11° 14' 57" W
132.00'

N 11° 55' 42" E
103.12'

N 11° 55' 42" E
298.00'

S 58° 35' 42" E
195.12'

N 103.12'

33' WIDE HUDSON RIVER TURNPIKE

60' WIDE HUDSON RIVER TURNPIKE

DATA
R = 1026.634'
ARC = 406.278'
Δ = 22° 40' 11"

STATE OF NEW JERSEY
DEPARTMENT OF CONSERVATION
AND ECONOMIC DEVELOPMENT
DIVISION OF RESOURCE DEVELOPMENT

MAP SHOWING
LANDS UNDER TIDE-WATER SITUATE
IN THE BOROUGH OF EDGEWATER
IN THE COUNTY OF BERGEN
LEASE TO
LEVER BROTHERS COMPANY, A CORPORATION
OF THE STATE OF MAINE
DECEMBER 20, 1965

P. A. Ammon

COMPUTED & DRAWN BY S.A. N. J. ENGR. LIC. NO. α
CHECKED AND APPROVED A.C. SCOPPEVUOLO N. J. ENGR. LIC. NO. α

N. J. ENGR. LIC. NO. 117 Chief Navigation Bureau

THE STATE OF NEW JERSEY

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN,

GREETING:

WHEREAS, THE STATE OF NEW JERSEY has asserted its ownership to portions of the lands hereinafter described as being formerly flowed by tidewater;

AND WHEREAS, the Tidelands Resource Council (hereinafter "Council") in the Division of Coastal Resources in the Department of Environmental Protection is empowered under N.J.S.A. 13:1B-13 to approve grants of lands now or formerly flowed by tidewater;

AND WHEREAS, LEVER BROTHERS COMPANY, a Maine corporation having an office at 390 Park Avenue in the City of New York, County of New York, State of New York

representing itself to be the record owner of the land fronting on the HUDSON RIVER, in the Borough of Edgewater, County of Bergen and State of New Jersey, which lie above the former mean high water line of said HUDSON RIVER in front of which the lands hereinafter described are situate, has applied to the Council for a grant of said lands formerly flowed by tidewater, and to have it determine the price or consideration to be paid therefor, and the covenants, conditions, and limitations of said grant;

AND WHEREAS, a majority of the members of the Council and the authorized State officials, having due regard for the public interest, have approved the grant hereinafter described upon the covenants, conditions, and limitations herein set forth, and having fixed the sum of FORTY-THREE THOUSAND AND NO HUNDREDTHS (\$43,000.00) DOLLARS, as the price or reasonable consideration to be paid to the State for said lands;

James R. Johnson
James R. Johnson, Chief
Bureau of Tidelands

PREPARED BY:
(N.J.S.A. 46:15-13)

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NOW THEREFORE, the State of New Jersey acting by and through the Council, the Governor and the Commissioner of Environmental Protection and a majority of the members of the Council approving in consideration of the premises, the covenants, conditions, and limitations herein contained, and of the said sum above set forth paid by the grantee to the State, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey, unto the said LEVER BROTHERS COMPANY, a Maine corporation, and to its successors and assigns the following;

ALL those four (4) tracts or parcels of land and premises situate, lying and being in the Borough of Edgewater, in the County of Bergen and State of New Jersey, as shown within the dash lines on the two (2) maps attached hereto and made a part hereof marked as Exhibit A (Maps #82-0620) and being more particularly described as follows:

TRACT #1

BEGINNING at a point in the division line between the Counties of Hudson and Bergen where the said division line is intersected by the former mean high water line of the Hudson River as determined from overlay #714-2184 "North Bergen East" said point being distant along said County division line South 59 degrees 12 minutes 20 seconds East, 87.00 feet from a monument set and marking a bend point in said County's division line. Said monument having coordinates based on the New Jersey Plane Coordinate System of North 717,442.794 East 2,186,276.773. Said iron pin further marks the point of beginning of a deed from Luckenbach Terminals Inc. to Lever Brothers Company deed dated May 3, 1950, recorded in Book 3069 of Deeds Page 473. Along a meander line the following ten (10) courses, said meander line runs along the former mean high water line of the Hudson River as determined from overlay #714-2184"; thence

(1) Along the former mean high water line of the Hudson River North 31 degrees 42 minutes 35 seconds East, 16.159 feet to a point; thence

(2) Still along the same North 56 degrees 18 minutes 36 seconds West, 43.267 feet to a point; thence

(3) Still along the same North 45 degrees 00 minutes 00 seconds West, 33.941 feet to a point where said former mean high

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water line of the Hudson River is intersected by the former center-
line of a 5 foot wide stream; thence

(4) South 74 degrees 03 minutes 17 seconds East, 36.401
feet; thence

(5) South 58 degrees 10 minutes 21 seconds East, 34.132
feet; thence

(6) North 84 degrees 17 minutes 22 seconds East, 10.050
feet; thence

(7) North 57 degrees 59 minutes 41 seconds East, 9.434
feet; thence

(8) North 37 degrees 44 minutes 48 seconds East, 78.409
feet; thence

(9) North 41 degrees 59 minutes 14 seconds East, 134.536
feet; thence

(10) North 33 degrees 01 minutes 26 seconds East, 34.387
feet to a point where the former mean high water line of the Hud-
son River as determined from overlay #714-2184 "North Bergen East"
is intersected by the former mean high water line of the Hudson
River as determined from a map entitled "State of New Jersey De-
partment of Conservation and Economic Development, Division of
Planning and Development, map showing lands under tidewater situ-
ate in the Borough of Edgewater in the County of Bergen leased to
Lever Brothers Company dated June 27, 1955"; thence

Along the former mean high water line of the Hudson
River as determined from the last mentioned map the following
courses 11 through 16 inclusive:

(11) South 21 degrees 10 minutes 55 seconds West, 13.282
feet; thence

(12) South 35 degrees 49 minutes 25 seconds West, 51.420
feet; thence

(13) South 42 degrees 07 minutes 36 seconds West, 53.141
feet; thence

(14) South 36 degrees 54 minutes 07 seconds West, 51.662
feet; thence

(15) South 37 degrees 58 minutes 12 seconds West, 51.923
feet; thence

(16) South 32 degrees 31 minutes 54 seconds West, 50.804
feet; thence

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(17) South 32 degrees 04 minutes 46 seconds West, 23.842 feet to a point in the division line between the Counties of Hudson and Bergen; thence

(18) Along said division line North 59 degrees 12 minutes 20 seconds West, 16.00 feet to the point or place of beginning.

Containing 0.0781 Acres

The following courses 19 through 28 inclusive describes the former centerline of a 5 foot wide stream:

BEGINNING at a point at the end of the third course of the herein description running; thence

(19) North 33 degrees 01 minutes 26 seconds West, 47.707 feet; thence

(20) North 15 degrees 38 minutes 32 seconds West, 25.962 feet; thence

(21) North 06 degrees 50 minutes 34 seconds East, 25.179 feet; thence

(22) North 14 degrees 34 minutes 27 seconds East, 51.662 feet; thence

(23) North 23 degrees 44 minutes 58 seconds East, 109.252 feet; thence

(24) North 18 degrees 15 minutes 46 seconds East, 105.304 feet; thence

(25) North 30 degrees 57 minutes 50 seconds East, 116.619 feet; thence

(26) North 21 degrees 48 minutes 05 seconds East, 107.703 feet; thence

(27) North 31 degrees 36 minutes 27 seconds East, 76.322 feet; thence

(28) North 13 degrees 08 minutes 02 seconds East, 30.806 feet; thence

Containing 0.0799 Acres (Former 5 foot wide stream)
0.0781 Acres (Courses 1 through 18) 0.1580 Total Area this description.

Excepting thereout and therefrom all of that portion of the former 5 foot wide stream lying within the right of way of the New York, Susquehanna and Western Railroad.

The above described tract or parcel of land being a part of Lot 1A in Block 100 and part of Lot 5, Block 99 on the tax map

of the Borough of Edgewater.

TRACT #2

BEGINNING at an angle point in the division line between Block 99 on the north and Block 100 on the south said point being at the end of the fourth course of the description of the first tract of a deed from Frederick G. Holst and Ethel May Holst to Lever Brothers Company dated February 15, 1944, and recorded in Book 2427 page 279 said point of beginning having coordinates based on the New Jersey Plane Coordinate System of North 717,888.237 East 2,186,681.661; thence

(1) Along the deed high water line of the Hudson River South 46 degrees 58 minutes 06 seconds West, 9.308 feet to a point where said deed high water line of the Hudson River intersects the high water line of the Hudson River as determined from overlay #714-2184 "North Bergen East"; thence

Along the former mean high water line of the Hudson River as determined from the last mentioned map the following courses 2, 3, 4 and 5; thence

(2) North 21 degrees 31 minutes 10 seconds East, 8.455 feet to a point where said former mean high water line of the Hudson River intersects the fifth course of the deed recorded in Book 2427 page 279; thence

(3) North 21 degrees 31 minutes 10 seconds East, 11.020 feet to a point; thence

(4) North 34 degrees 41 minutes 43 seconds East, 31.623 feet to a point; thence

(5) North 41 degrees 03 minutes 17 seconds East, 41.110 feet to a point in the deed high water line of the Hudson River; thence

(6) Along said deed high water line of the Hudson River South 33 degrees 23 minutes 54 seconds West, 82.367 feet to the point or place of BEGINNING.

Containing 366 square feet or 0.0084 acres.

The above described tract being a part of Lot 5, Block 99 on the tax map of the Borough of Edgewater.

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TRACT #3

BEGINNING at a point at the end of the first course of a deed from Frederick G. Holst and Ethel May Holst to Lever Brothers Company dated February 15, 1944, and recorded in Book 2427 page 279 said point of beginning having coordinates based on the New Jersey Plane Coordinate System of North 718,066,784 East 2,186,787.992; thence

(1) Along the former high water line of the Hudson River as determined from the deed South 21 degrees 40 minutes 32 seconds West, 51.420 feet to a point where the same is intersected by the former high water line of the Hudson River as determined from overlay #714-2184 "North Bergen East"; thence

Along the former mean high water line of the Hudson River as determined from overlay #714-2184 the following courses 2, 3, 4, 5 and 6:

(2) North 16 degrees 55 minutes 39 seconds West, 48.083 feet to a point; thence

(3) North 38 degrees 39 minutes 35 seconds East, 12.806 feet to a point; thence

(4) North 73 degrees 26 minutes 35 seconds East; 38.601 feet to a point; thence

(5) North 18 degrees 26 minutes 06 seconds West, 9.487 feet to a point where said former mean high water line is intersected by the former centerline of a 5 foot wide stream; thence

(6) North 30 degrees 57 minutes 50 seconds East, 29.155 feet to a point where said former mean high water line is intersected by the deed former mean high water line; thence

(7) Along the former mean high water line as per deed South 19 degrees 26 minutes 24 seconds West, 36.056 feet to a point, it being the same as described at the end of the fourth course of the herein described description; thence

(8) Still along the same South 32 degrees 00 minutes 05 seconds West 22.660 feet to the point or place of BEGINNING.

Containing 1,324 square feet or 0.0304 acres.

The above described tract of land being a part of Lot 5, Block 99 and part of Lot 3, Block 98 on the tax map of the Borough of Edgewater.

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course of the herein described description and there to an end.

Containing 4,310 square feet or 0.0989 acres.

The beginning point of this description having coordinates based on the New Jersey Plane Coordinate System of North 718,840.082 East 2,186,783.027.

The above described tract of land being a part of Lot 3, Block 97 on the tax map of the Borough of Edgewater.

TRACT #5

BEGINNING at a point in the end of the fifth course of the foregoing description said point having coordinates based on the New Jersey Plane Coordinate System of North 718,095,000 East 2,186,797.000; thence

(1) North 65 degrees 06 minutes 45 seconds West, 106.930 feet; thence

(2) North 62 degrees 14 minutes 29 seconds West, 128.826 feet; thence

(3) North 26 degrees 33 minutes 54 seconds West, 11.180 feet; thence

(4) North 17 degrees 34 minutes 17 seconds East, 62.937 feet; thence

(5) North 22 degrees 46 minutes 57 seconds East, 108.452 feet to the end of the former centerline of a 5 foot wide stream.

Containing 2,092 square feet or 0.0480 acres (Former 5 foot wide stream).

The above described tract of land being a part of Lot 3, Block 98 on the tax map of the Borough of Edgewater.

The total area of Tract 1 through 5 contains 14,979 square feet or 0.3438 Acres of formerly flowed tideland.

IT IS ALSO PROVIDED, that this grant is made upon the condition and limitation, that if the said LEVER BROTHERS COMPANY, a Maine corporation, is not the owner of any parts of the upland adjoining the land formerly flowed by the tidewater hereby granted on the date of issuance of this grant, then and in that event, this grant and all of the covenants herein on the part of the State shall be void with respect to that riparian land herein granted as to which the said LEVER BROTHERS COMPANY, a Maine corporation, is not the owner of such parts of said upland on said date, and the granted land shall revert to the ownership of the

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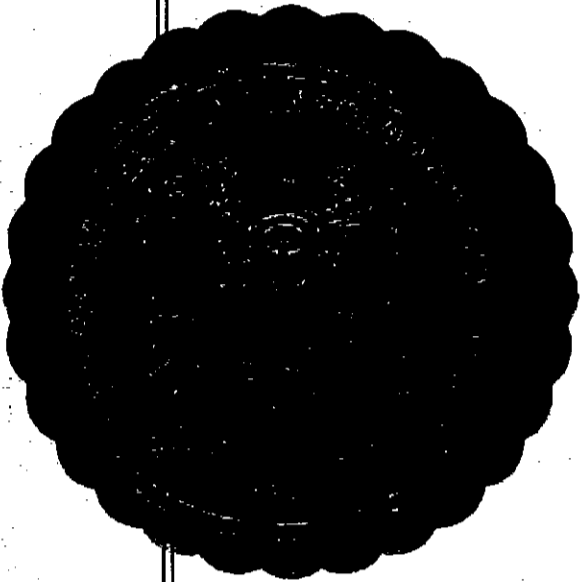
State, but without any diminution of the consideration paid upon delivery of this instrument.

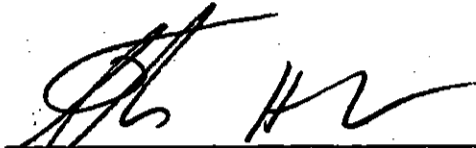
By acceptance hereof, the grantee herein acknowledges the existence of solid fill over the entire area of the lands granted herein to which the State of New Jersey claims ownership as having been formerly flowed by tidewater but which claim is by virtue of this grant released to the grantee.

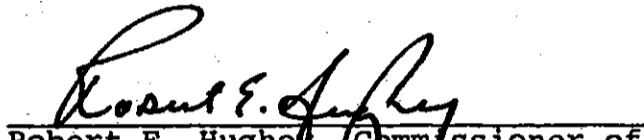
TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging.


TO HAVE AND TO HOLD all and singular the above granted and described lands formerly flowed by tidewater and premises, subject to the terms, conditions and limitations aforesaid unto the said LEVER BROTHERS COMPANY, a Maine corporation, its successors or assigns forever.

IN WITNESS WHEREOF, the State of New Jersey
has caused these presents to be signed by
the Governor, the Commissioner of Environ-
mental Protection, and the Chairman of the
Tidelands Resource Council, and has caused
the Great Seal of the State of New Jersey
to be hereunto affixed, and has caused
these acts to be attested by the Attorney
General and the Secretary of State this
1st day of NOVEMBER, 1984.




Thomas H. Kean, Governor


Robert E. Hughes, Commissioner of
Environmental Protection


David F. Moore, Chairman of the
Tidelands Resource Council

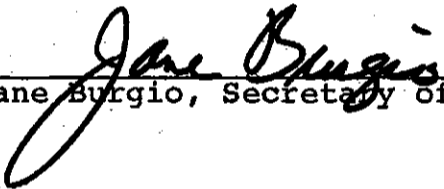
ATTEST: 
Jane Burgio, Secretary of State

ATTEST: 
Irwin I. Kimmelman, Attorney General

This signature page is the 10th page of the riparian grant to
LEVER BROTHERS COMPANY, a Maine corporation, Division of Coastal
Resources File #82-0620.)

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

BE IT REMEMBERED, that on this 15th day of November, 1984, before me a Notary Public of New Jersey, personally appeared Jane Burgio, who being by me duly sworn on her oath says that she is the Secretary of State of the State of New Jersey, the grantor named in this instrument; that she knows the Great Seal of the State of New Jersey; that the seal affixed to this instrument is said seal and was affixed by her as the act and deed of the grantor; that on the date each signatory executed this instrument each held the office attributed to him, Thomas H. Kean was the Governor of the State of New Jersey, Robert E. Hughey was the Commissioner of the Department of Environmental Protection, Irwin I. Kimmelman was the Attorney General, and David F. Moore was the Chairman of the Tidelands Resource Council; that she knows their signatures and that they signed this deed as the act and deed of the grantor; that this deed was attested by the Attorney General and that the consideration paid by the grantee was \$43,000.00.


Jane Burgio, Secretary of State

Sworn to and Subscribed
before me the date aforesaid

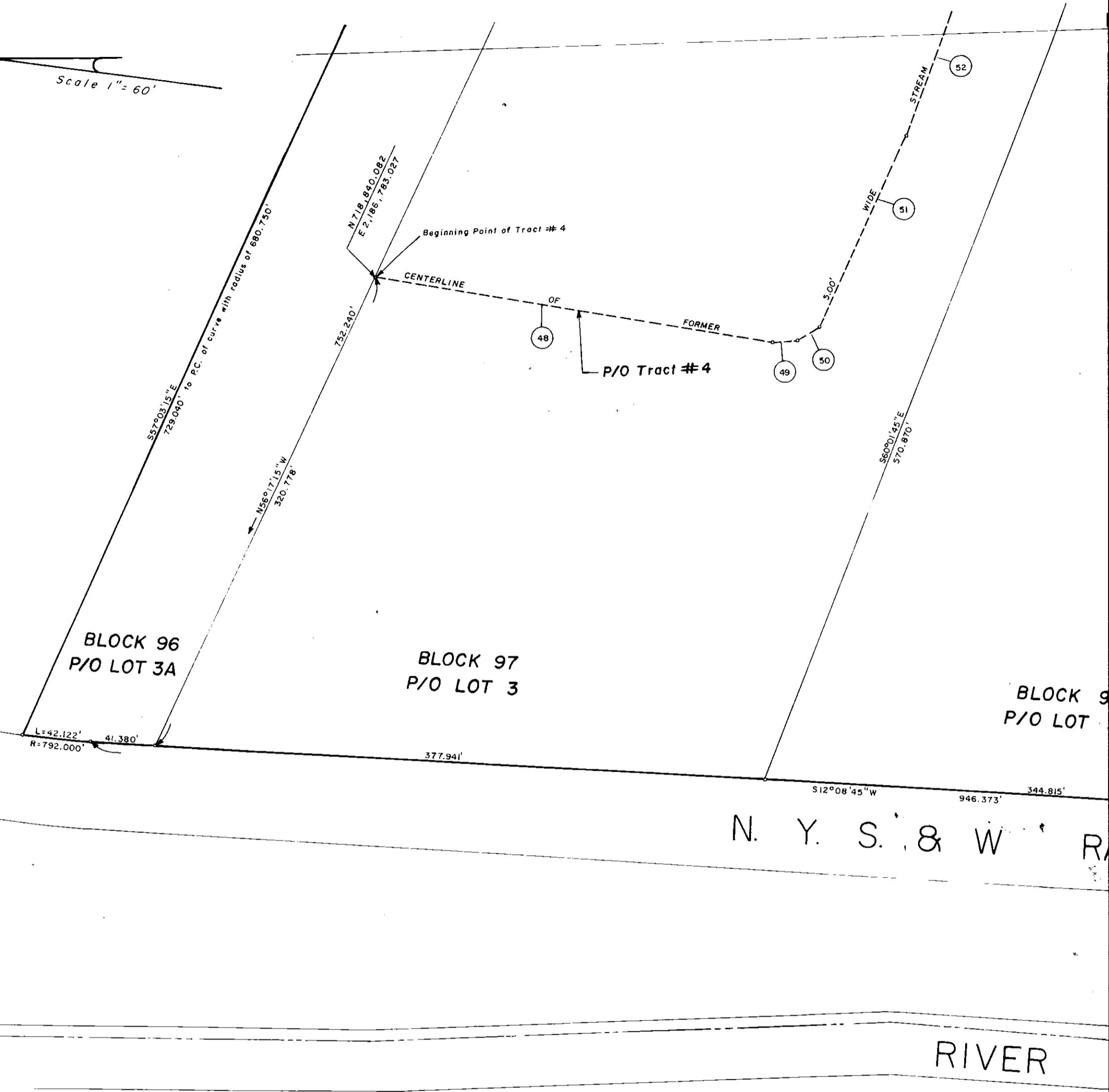
VIRGINIA LEE D'ERRICO
Notary Public of New Jersey
My Commission Expires
September 18, 1988


A Notary Public of New Jersey

(This instrument was reviewed and approved by the Attorney General's Office of the State of New Jersey.)

(This is the 11th page of the riparian grant to LEVER BROTHERS COMPANY, a Maine corporation, Division of Coastal Resources File #82-0620.)

Scale 1" = 60'



BLOCK 96
P/O LOT 3A

BLOCK 97
P/O LOT 3

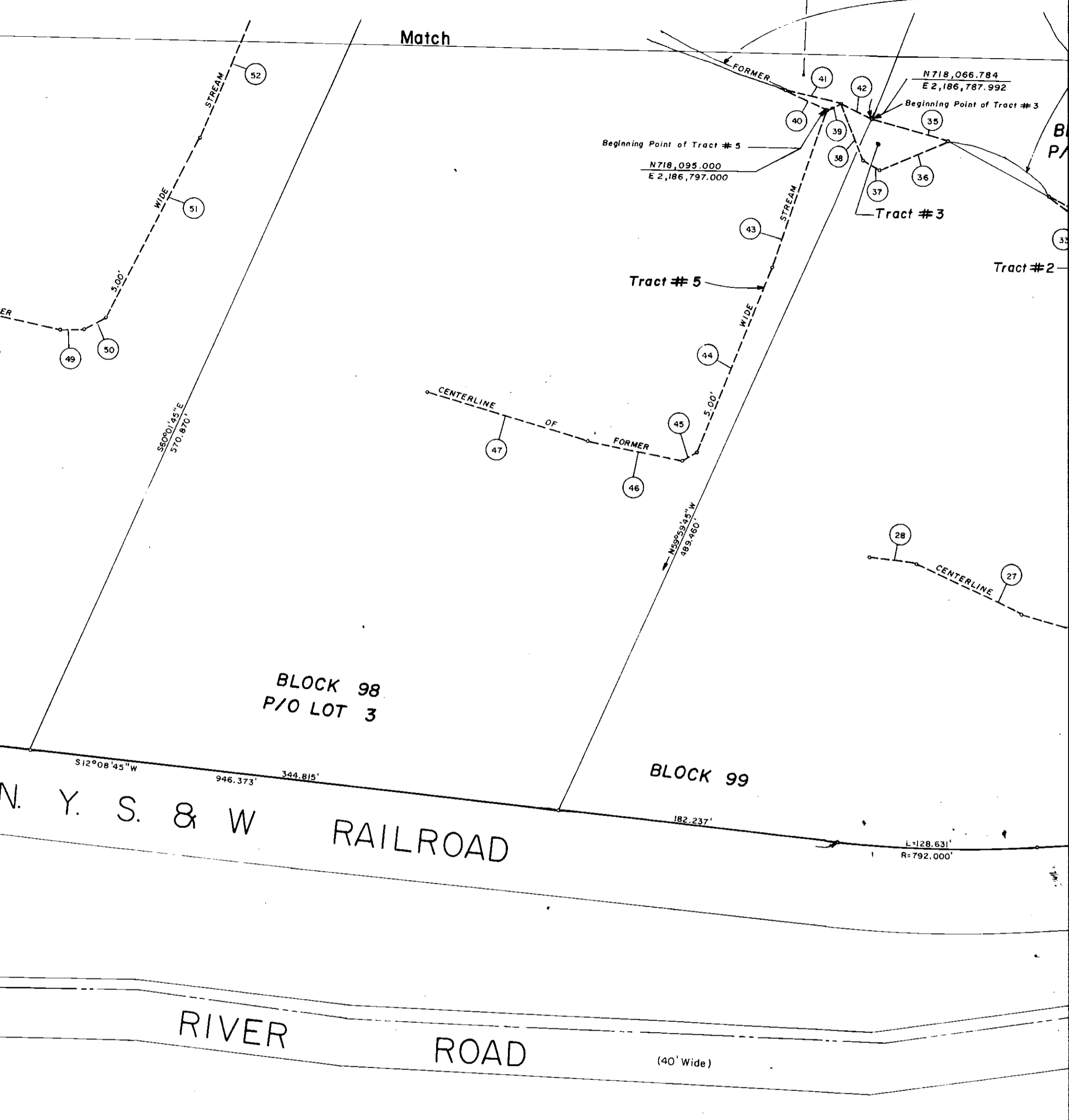
BLOCK 98
P/O LOT

N. Y. S. & W. RIVER

RIVER

BLOCK 98 P/O LOT 4

Match



$N 718,066.784$
 $E 2,186,787.992$
 Beginning Point of Tract # 3

Beginning Point of Tract # 5
 $N 718,095.000$
 $E 2,186,797.000$

$S 80^{\circ}01'45''E$
 $570.870'$

$N 59^{\circ}53'45''W$
 $489.460'$

BLOCK 98
 P/O LOT 3

BLOCK 99

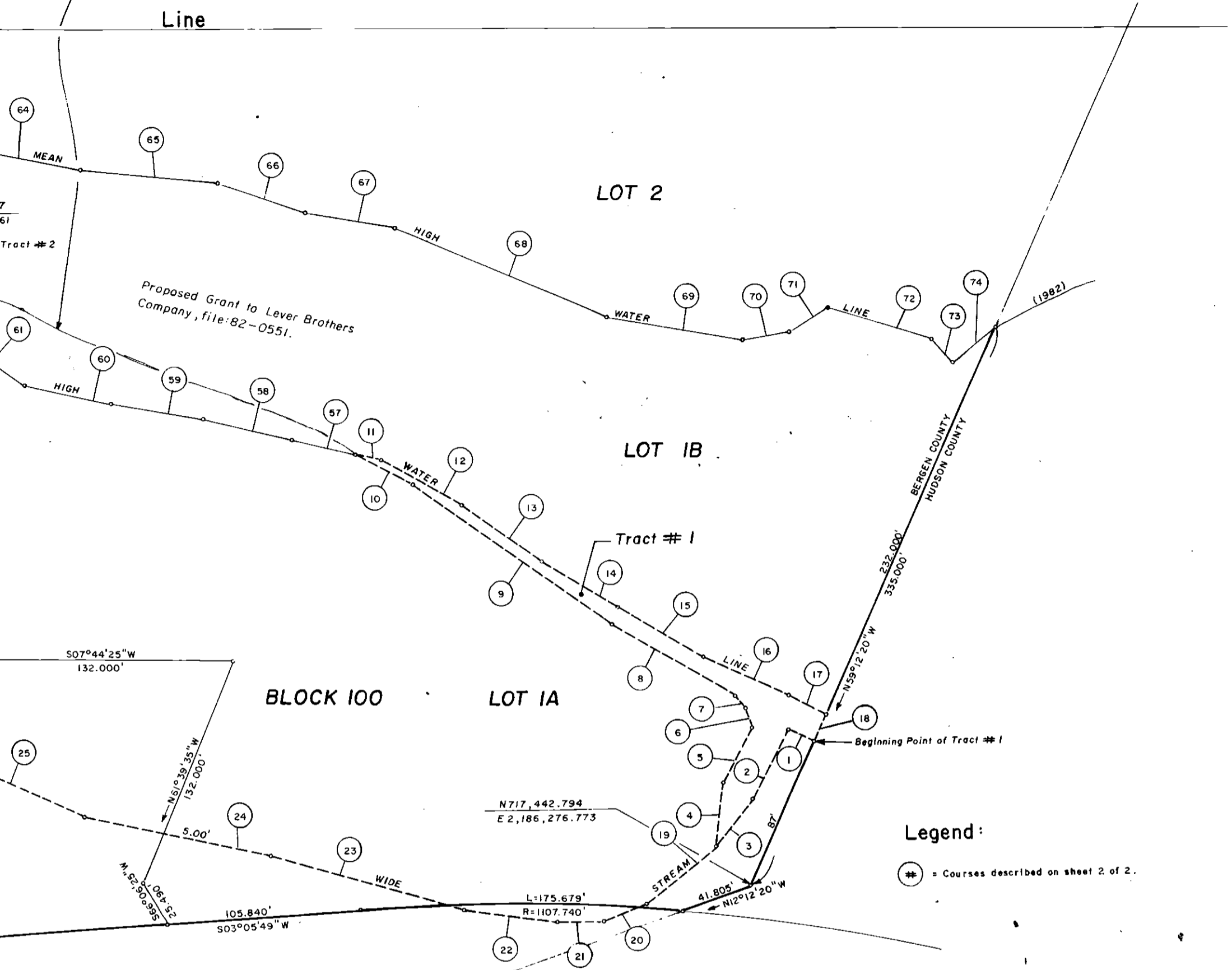
$S 12^{\circ}08'45''W$
 $946.373'$ $344.815'$

N. Y. S. & W RAILROAD

RIVER ROAD (40' Wide)

COMPUTED & DRAWN
 CHECKED & APPROVED

Map
EAST, panel.



Legend:

⊙ = Courses described on sheet 2 of 2.

EXHIBIT "A"
STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL
PROTECTION
DIVISION OF COASTAL RESOURCES
MAP SHOWING
LANDS UNDER TIDE-WATER SITUATE
IN THE BOROUGH OF EDGEWATER
IN THE COUNTY OF BERGEN
GRANT TO
LEVER BROTHERS COMPANY
Dated: NOVEMBER 1, 1984

James R. Johnson
Chief, Bureau of Tidelands 9/4/84

1983
4/84

Scale 1" = 60'

