

14. South 63 degrees 15 minutes 44 seconds East, a distance of 433.87 feet, thence:
15. South 63 degrees 15 minutes 44 seconds East, a distance of 300.00 feet, thence:
16. South 26 degrees 35 minutes 46 seconds West, a distance of 88.83 feet, thence:
17. South 63 degrees 15 minutes 44 seconds East, a distance of 416.66 feet, thence:
18. South 28 degrees 39 minutes 09 seconds West, a distance of 306.62 feet, thence:
19. South 28 degrees 39 minutes 09 seconds West, a distance of 329.58 feet, thence:
20. South 28 degrees 39 minutes 09 seconds West, a distance of 205.08 feet, thence:
21. North 63 degrees 21 minutes 04 seconds West, a distance of 620.89 feet, thence:
22. North 63 degrees 21 minutes 04 seconds West, a distance of 65.58 feet, thence:
23. North 63 degrees 21 minutes 04 seconds West, a distance of 716.23 feet, thence:
24. South 33 degrees 29 minutes 29 seconds West, a distance of 52.27 feet, thence:
25. South 19 degrees 34 minutes 27 seconds West, a distance of 50.06 feet, thence:
26. South 11 degrees 40 minutes 41 seconds West, a distance of 76.34 feet, thence:
27. South 27 degrees 51 minutes 48 seconds West, a distance of 50.22 feet, thence:
28. South 15 degrees 35 minutes 36 seconds West, a distance of 50.36 feet, thence:
29. South 30 degrees 37 minutes 51 seconds West, a distance of 126.29 feet, thence:
30. South 16 degrees 20 minutes 50 seconds West, a distance of 75.43 feet, thence:
31. South 03 degrees 12 minutes 12 seconds East, a distance of 27.73 feet, thence:
32. South 29 degrees 16 minutes 28 seconds East, a distance of 24.21 feet, thence:
33. South 24 degrees 20 minutes 42 seconds West, a distance of 60.03 feet, thence:
34. South 56 degrees 07 minutes 39 seconds West, a distance of 18.03 feet, thence:
35. South 31 degrees 42 minutes 39 seconds East, a distance of 30.14 feet, thence:
36. North 59 degrees 05 minutes 49 seconds West, a distance of 335.00 feet to the point of

BEGINNING.

EXCEPTING THEREOUT AND THEREFROM Lot 1.08, Block 99 conveyed to Edgewater Hudson, LLC by Deed dated June 22, 2009 and recorded July 13, 2009 in Deed Book V-169, Page 1533 and described as follows:

BEGINNING at the southwesterly corner of Lot 1.04 Block 99 as laid out on a certain map entitled "Major Subdivision, Block 99, Lots 1, 3, 4 & 5", prepared by Paulus Sokolowski and Salon, L.L.C. on 12/12/2007, last revised on 9/24/2008 and running: thence

Along the northerly right-of way line of Road 1 the follow 6 courses:

1. Norm 59 degrees 59 minutes 03 seconds West a distance of 146.13 feet to a point of curvature: thence;
2. Along a curve to the right, having a radius of 25.00 feet, an arc length of 18.52, end whose chord bears Norm 38 degrees 45 minutes 40 seconds West a chord distance of 18.10 feet to a point of tangency: thence;
3. North degrees 32 minutes 17 seconds West a distance of 25.34 feet to a point of curvature: thence;
4. Along a curve to the left, having a radius of 25.00 feet, an arc length of 19.39, and whose chord bears North 39 degrees 45 minutes 19 seconds West a chord distance of 18.91 feet to a point of tangency: thence;
5. North 61 degrees 58 minutes 21 seconds West a distance of 38.38 feet to a point of curvature: thence;
6. Along a curve to the right, having a radius of 25.00 feet, an arc length of 7.83, and whose chord bears North 52 degrees 59 minutes 51 seconds West a chord distance of 7.80 feet to a point of cusp: thence;

Along Lot 1.17, Block 99 the following 3 courses:

7. North 34 degrees 26 minutes 26 seconds East, a distance of 212.10 feet to a point: thence;
8. South 55 degrees 33 minutes 52 seconds East a distance of 35.93 feet to a point: thence;
9. South 34 degrees 26 minutes 26 seconds West a distance of 56.98 feet to a point: thence;
10. Along the southerly lines of Lots 1.17 and 1.12 Block 99, South 59 degrees 59 minutes 03 seconds East a distance of 35.41 feet to a point: thence;

Along Lot 1.12, Block 99 the following 3 courses:

11. North 30 degrees 00 minutes 57 seconds East a distance of 12.56 feet to a point; thence:
12. South 59 degrees 59 minutes 03 seconds East a distance 107.61 feet to a point; thence:
13. South 30 degrees 00 minutes 57 seconds West a distance of 5.00 feet to a point. thence:
14. Along the southerly line of Lots 1.12 and 1.13, Block 99, South 59 degrees 59 minutes 03 seconds East a distance of 55.43 feet to a point; thence:
15. Along a westerly line of lot 1.13, the westerly terminus of Road 1 and the westerly line of Lot 1.04, Block 99, South 30 degrees 00 minutes 57 seconds West a distance of 189.33 feet to the point and place of BEGINNING.

ALSO EXCEPTING THEREOUT AND THEREFROM Lot 1.12, Block 99 conveyed to 75 River Road Edgewater, LLC by deed dated May 11, 2010 and recorded June 17, 2010 in Deed Book V-455 Page 300 and described as follows:

BEING known and designated as Block 99, Lot 1.12 as shown on a certain map entitled "Proposed Subdivision Block 99, Lot" said map was filed in the Bergen County Clerk's Office on April 23, 2010 as Map No. 9519.

BEGINNING at a point in the easterly right-of-way line of River Road (variable width), said point being South 34 degrees 26 minutes 26 seconds West, a distance of 18.09 feet from the sixth terminus of the whole tract and running; thence:

1. South 56 degrees 57 minutes 27 seconds East, a distance of 79.00 feet to a point; thence:
2. South 32 degrees 50 minutes 14 seconds West, a distance of 134.16 feet to a point in the northerly line of Lot 1.08, Block 99; thence following six courses along said lot line:
3. North 59 degrees 59 minutes 03 seconds West, a distance of 5.57 feet to a point; thence:
4. North 30 degrees 00 minutes 57 seconds East, a distance of 5.00 feet to a point; thence:
5. North 59 degrees 59 minutes 03 seconds West, a distance of 107.61 feet to a point; thence:
6. South 30 degrees 00 minutes 57 seconds West, a distance of 12.56 feet to a point; thence:
7. North 59 degrees 59 minutes 03 seconds West, a distance of 35.41 feet to a point; thence:
8. North 34 degrees 26 minutes 26 seconds East, a distance of 56.98 feet to a point; thence:
9. North 55 degrees 33 minutes 38 seconds West, a distance of 35.03 feet to a point; thence:

10. Along the westerly line of Lot 1.08, Block 99, South 34 degrees 26 minutes 26 seconds West, a distance of 212.10 feet to a point of cusp in the northerly line of Lot 1, Block 99; thence:

11. Along a curve to the right, having a radius of 24.98 feet, an arc length of 34.24 feet, and whose chord bears North 04 degrees 47 minutes 29 seconds West, a distance of 31.62 feet to a point of tangency in the easterly right-of-way line of River Road; thence:

12. Along the easterly right-of-way line of River Road, North 34 degrees 26 minutes 26 seconds East, a distance of 278.89 feet to the point and place of BEGINNING.

NOTE: Being Lot(s) 1,3,4,5, Block 99, Tax Map of the Borough of Edgewater, County of Bergen. NOTE: Lot and Block shown for informational purposes only.

ALSO EXCEPTING THEREFROM AND THEREFROM Lot 1.03, Block 99 described as follows:

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

BEING KNOWN and Designated as Lot 1.03, Block 99, as shown and laid out on proposed subdivision map entitled: "1. Park Edgewater, LLC, proposed Lot 1.03, 1.04, 1.05, 1.07, Subdivision, Block 99, Lot 1, Borough of Edgewater, Bergen County, NJ.", prepared by PS & S, LLC, Warren, New Jersey, dated July 6, 2010, for Owner/Applicant 1. Park Edgewater, LLC, Edgewater, N.J.

BEING MORE Particularly described as:

BEGINNING at Northwesterly corner of Proposed Lot 1.03 in Block 99, said point being the following two courses from the Southeasterly corner of Lot 1.08 in Block 99, as shown on a map entitled: "Proposed Subdivision, Block 99, Lot 1, 1.Park Edgewater, LLC, 45 River Road, Edgewater, NJ 07020", prepared by Paulus, Sokolowski and Sartor, LLC, dated 1/6/2010, and filed in the Bergen County Clerk's office on 3/22/2010 as Map No. 9519

- a) South 59 degrees, 59 minutes, 03 seconds East, a distance of 235.02 feet to a point;
- b) North 30 degrees, 00 minutes, 57 seconds East, a distance of 24.00 to a point; and thence thence:
- 1) North 30 degrees, 00 minutes, 57 seconds East, a distance of 55.50 feet to a point, thence
- 2) South 59 degrees, 59 minutes, 03 seconds East, a distance of 151.00 feet to a point, thence
- 3) South 30 degrees, 00 minutes, 57 seconds West, a distance of 69.50 feet to a point of

curvature, thence

4) Along a curve to the right, having a radius of 10.00 feet, an arc length of 15.71 feet, and whose chord bears South 75 degrees, 00 minutes, 57 seconds West, a chord distance of 14.14 feet to a point of tangency, thence

5) North 59 degrees, 59 minutes, 03 seconds West, a distance of 117.00 feet to a point of cusp, thence

6) Along a curve to the left, having a radius of 55.00 feet, an arc length of 34.49, and whose chord bears North 14 degrees, 59 minutes, 03 seconds West, a chord distance of 33.93 feet to the POINT OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY: SAID description is in accordance with a draft survey made by PS&S, LLC, dated August 11, 2010.

FOR INFORMATIONAL PURPOSES ONLY: MORE COMMONLY known as 45 River Road, Edgewater, New Jersey.

FOR INFORMATIONAL PURPOSES ONLY: BEING known as Lot 1.03, Block 99 on the current tax map of the Borough of Edgewater, County of Bergen, New Jersey.

ALSO EXCEPTING THEREOUT AND THEREFROM Lot 1.05, Block 99 described as follows:

BEING KNOWN and Designated as Lot 1.05, Block 99, as shown and laid out on proposed subdivision map entitled: "I. Park Edgewater LLC, proposed Lot 1.03, 1.04, 1.05, 1.07, Subdivision, Block 99, Lot 1, Borough of Edgewater, Bergen County, NJ", prepared by PS & S, LLC, Warren, New Jersey, dated July 6, 2010, for Owner/Applicant I. Park Edgewater, LLC, Edgewater, N.J.

BEING MORE Particularly described as:

BEGINNING at the Northeasterly corner of Proposed Lot 1.05 in Block 99, said point being distant 161.75 feet on a bearing of South 30 degrees, 00 minutes, 57 seconds West, from the Northeast corner of Lot 1 in Block 99 as shown on a map entitled: "Proposed Subdivision, Block 99, Lot 1, I. Park Edgewater, LLC, 45 River Road, Edgewater, NJ 07020", prepared by Paulus, Sokolowski and Sartor, LLC, dated 1/6/2010, and filed in the Bergen County Clerk's Office on 3/22/2010, as Map No. 9519; and running thence:

1) South 30 degrees, 00 minutes, 57 seconds West, a distance of 88.07 feet to a point, thence

2) North 59 degrees, 59 minutes, 03 seconds West, a distance of 215.53 feet to a point, thence

3) North 30 degrees, 00 minutes, 57 seconds East, a distance of 64.07 feet to a point of cusp,

thence

4) Along a curve to the left, having a radius of 55.00 feet, an arc length of 34.49, and whose chord bears North 75 degrees, 00 minutes, 57 seconds East, a chord distance of 33.93 feet to a point of cusp, thence

5) South 59 degrees, 59 minutes, 03 seconds East, a distance of 191.53 feet to the POINT OF BEGINNING.

SUBJECT TO A 30.00 Foot Wide Waterfront Walkway Easement as shown on a map entitled "Major Subdivision, Block 99, Lots 1, 3, 4 & 5, Borough of Edgewater, Bergen County, NJ", prepared by Paulus, Sokolowski and Sartor, LLC, dated and revised to 3/25/2009, and filed in the Bergen County Clerk's Office on 5/19/2009, as Map No. 9512.

FOR INFORMATIONAL PURPOSES ONLY: SAID description is in accordance with a draft survey made by PS&S, LLC, dated August 11, 2010.

FOR INFORMATIONAL PURPOSES ONLY: MORE COMMONLY known as 45 River Road, Edgewater, New Jersey.

FOR INFORMATIONAL PURPOSES ONLY: BEING known as Lot 1.05, Block 99 on the current tax map of the Borough of Edgewater, County of Bergen, New Jersey.

ALSO EXCEPTING THEREOUT AND THEREFROM Lot 1.09, Block 99 described as follows:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the BOROUGH of EDGEWATER County of BERGEN State of New Jersey:

BEING known and designated as Lot 1.09 in Block 99 as shown on a certain map entitled "Proposed Subdivision Block 99, Lot 1, Borough of Edgewater, Bergen County, N.J." filed in the Bergen County Clerk's Office on April 23, 2010 as Map No. 9519.

BEING more particularly described in accordance with a Survey prepared by Francis C. Wecht, Jr., P.L.S., dated April 12, 2011 as follows:

BEGINNING at a point of curvature marked by an iron pin set in the Easterly right-of-way line of River Road, and running: thence:

1. Along the Easterly right-of-way line of River Road on a curve to the right, having a radius of 890.000 feet, an arc length of 323.47, and whose chord bears North 20°21'21" East a chord distance of 321.69 feet to a point of compound curvature on the same: thence

2. Along a curve to the right, having a radius of 25.00 feet, an arc length of 38.94, and whose chord bears North 75°23'31" East a chord distance of 35.12 feet to a point of tangency: thence

3. South 59°59'03" East a distance of 179.68 feet to a point of curvature: thence

4. Along a curve to the right, having a radius of 5.00 feet, an arc length of 7.85, and whose chord bears South 14°59'03" East a chord distance of 7.07 feet to a point of tangency: thence

5. South 30°00'57" West a distance of 430.12 feet to a point: thence

6. North 59°59'03" West a distance of 121.60 feet to the point in the Easterly right-of-way line of River Road

7. Along the Easterly right-of-way of River Road North 09°56'38" East a distance of 99.36 feet to a point and place of BEGINNING.

TOGETHER with and subject to an Easement For Access To Property about to be recorded in the Bergen County Clerk's Office. Being more particularly described therein.

COMMONLY known as: 45 RIVER ROAD, EDGEWATER, NEW JERSEY

IN COMPLIANCE with Chapter 157, Laws of 1977, premises herein are Block 99, Lot 1, 3, 4, 5 on the tax map of the above municipality.

ALSO EXCEPTING THEREOUT AND THEREFROM all that certain Lot, piece or parcel of land erected, situated, lying and being in the Borough of Edgewater, County of Bergen, State of New Jersey:

BEGINNING at a point marked by a nail/disk set at the northeast corner of Lot 1, in Block 99 and running thence following three courses along the northerly line of said Lot 1, Block 99.

(1) South 56 degrees 57 minutes 27 seconds East, a distance of 298.81 feet to a point of curvature: thence

(2) Along a curve to the left, having a radius of 680.75 feet, an arc length of 72.92 feet, and whose chord bears South 60 degrees 01 minute 33 seconds East a chord distance of 72.88 feet to a point of tangency: thence

(3) South 63 degrees 05 minutes 40 seconds East, a distance of 208.28 feet to a point: thence

(4) South 26 degrees 54 minutes 20 seconds West, a distance of 62.00 feet to a point: thence

(5) North 63 degrees 05 minutes 40 seconds West, a distance of 208.28 feet to a point of curvature: thence

(6) Along a curve to the right, having a radius of 742.75 feet, an arc length of 79.56 feet, and whose chord bears North 60 degrees 01 minute 33 seconds West, a chord distance of 79.52 feet to a point of tangency: thence

(7) North 56 degrees 57 minutes 27 seconds West, a distance of 298.81 feet to a point in the easterly line of Lot 1, Block 99: thence

(8) Along said easterly line, North 33 degrees 02 minutes 33 seconds East, a distance of 62.00 feet to the POINT OF BEGINNING.

NOTE: Being Lots 1 to become a Part of Lot 3.02, Block 96 formerly part of Lot: 1, Block: 99 as show on Filed Map No. 9526, filed October 6, 2010 and Tax Map of the Borough of Edgewater, County of Bergen, State of New Jersey.

Exhibit B

Description of Appurtenant Parcel

This is not a certified copy.

Stewart Title Guaranty Company

TITLE INSURANCE POLICY

Policy Number: M9302002805483

File Number: MTANJ-069867NYO

DESCRIPTION

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Edgewater, County of Bergen, State of New Jersey

BEGINNING at the southwesterly corner of Proposed Lot 1.02 as shown on a map entitled "Proposed Lots 1.02, & 1.04 Subdivision Block 99, Lot 1, Borough of Edgewater, Bergen County, New Jersey", as prepared by Paulus, Sokolowski and Sartor, LLC, dated May 27, 2011 and revised to June 27, 2011, not filed as of this date and running thence;

1. Along the easterly line of Lot 1.08, Block 99, North 30 degrees 00 minutes 57 seconds East a distance of 189.34 feet to a point; thence
2. Along the northerly line of Lot 1.08, Block 99, North 59 degrees 59 minutes 03 seconds West a distance of 49.76 feet to a point at the southeasterly corner of Lot 1.12, Block 99; thence
3. Along the easterly line of Lot 1.12, North 32 degrees 50 minutes 14 seconds East a distance of 134.16 feet to a point in the southerly line of Lot 3.02, Block 96, thence, the following three (3) courses along said southerly line;
4. South 56 degrees 57 minutes 27 seconds East a distance of 84.15 feet to a point; thence
5. North 33 degrees 02 minutes 33 seconds East a distance of 25.96 feet to a point; thence
6. South 56 degrees 57 minutes 27 seconds East a distance of 156.00 feet to a point; thence
7. Along the westerly line of Proposed Lot 1.06, South 30 degrees 00 minutes 57 seconds West a distance of 307.90 feet to a point of cusp; thence
8. Along the northerly line of Proposed R.O.W. Lot 1.17, on a curve to the left having a radius of 55.00 feet, an arc distance of 48.34 feet, a central angle of 50 degrees 21 minutes 43 seconds, whose chord bears South 82 degrees 13 minutes 57 seconds West a chord distance of 46.80 feet to a point of cusp; thence
9. Along said northerly line, North 59 degrees 59 minutes 03 seconds West a distance of 161.03 feet to the point of BEGINNING.

NOTE: Being Lot(s) 1.02, Block 99, Tax Map of the Borough of Edgewater, County of Bergen.

NOTE: Lot and Block shown for informational purposes only.

Issued by:

Madison Title Agency, LLC
292 Madison Avenue, 20th Floor, New York, NY 10017
Telephone: 212-808-9400 Fax: 212-808-9420

(069867NYO.PFD/069867NYO/47)

Exhibit C

Copy of Survey
(see attached)

This is not a certified copy.

Exhibit D

Description of Access Easement Area

This is not a certified copy.

TEMPORARY ACCESS EASEMENT TO LOT 1.02, BLOCK 99
BOROUGH OF EDGEWATER, BERGEN COUNTY, NEW JERSEY

The parcel described being a temporary access easement to Lot 1.02, Block 99, said access easement runs over a part of proposed private road right-of-way of Road A, as shown on a map entitled "Proposed Lots 1.02 & 1.04 Subdivision Block 99, Lot 1, Borough of Edgewater, Bergen County, New Jersey", dated May 27, 2011, revised to June 27, 2011, filed in Bergen County Clerk' Office on December 15, 2011, Filed Map No. 9542.

BEGINNING at a point, said point being an intersection of the easterly right-of-way line of River Road (variable width) with the northerly line of Road I (private right-of-way), and running thence.

1. Along a curve to the left, having a radius of 25.00 feet, an arc length of 42.07, and whose chord bears South 13 degrees 45 minutes 59 seconds East a chord distance of 37.28 feet to a point of tangency, thence
2. South 61 degrees 58 minutes 21 seconds East a distance of 38.18 feet to a point of curvature, thence
3. Along a curve to the right, having a radius of 25.00 feet, an arc length of 19.39 feet, and whose chord bears South 39 degrees 45 minutes 19 seconds East a chord distance of 18.91 feet to a point of tangency, thence
4. South 17 degrees 32 minutes 17 seconds East a distance of 25.34 feet to a point of curvature, thence
5. Along a curve to the left, having a radius of 25.00 feet, an arc length of 18.52 feet, and whose chord bears South 38 degrees 45 minutes 40 seconds East a chord distance of 18.10 feet to a point of tangency, thence
6. South 59 degrees 59 minutes 03 seconds East a distance of 381.15 feet to a point, thence
7. South 30 degrees 00 minutes 57 seconds West a distance of 50.00 to a point, thence
8. North 59 degrees 59 minutes 03 seconds West a distance of 481.68 feet to a point of curvature, thence

9. Along a curve to the left, having a radius of 25.00 feet, an arc length of 38.94 feet, and whose chord bears South 75 degrees 23 minutes 31 seconds West a chord distance of 35.12 feet to a point of cusp in the easterly right-of-way line of River Road, thence following two courses along said right-of-way,
10. Along a curve to the right, having a radius of 890.00 feet, an arc length of 57.05 feet , and whose chord bears North 32 degrees 36 minutes 15 seconds East a chord distance of 57.04 feet to a point of tangency, thence
11. North 34 degrees 26 minutes 26 seconds East a distance of 73.69 feet to the **POINT OF BEGINNING;**

Containing an area of 28,296 square feet or 0.650 acres more or less.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190

Exhibit E

Mortgage Schedule

MORTGAGE #1

Mortgage, Assignment of Leases and Rents and Security Agreement dated as of August 30, 2004, made by and between I.PARK EDGEWATER LLC, as borrower, and UBS REAL ESTATE INVESTMENTS INC., as lender, securing a single lien in the original amount of \$29,800,000.00 and recorded on October 20, 2004, in Mortgage Book 13890, Page 132, in the Bergen County Clerk/Register's Office, Bergen County, New Jersey;

- a) Which Mortgage, Assignment of Leases and Rents and Security Agreement was amended pursuant to that certain Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement dated as of November 10, 2006, by and between I.PARK EDGEWATER LLC, as borrower, and UBS REAL ESTATE INVESTMENTS INC., as lender, increasing the loan amount to \$36,800,000, and recorded on November 29, 2006, in Book 16403, Page 540, in the Bergen County Clerk/Register's Office, Bergen County, New Jersey;
- b) Which Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement was assigned to UBS REAL ESTATE SECURITIES INC., pursuant to that certain Assignment of Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement dated October 25, 2007, by and between UBS REAL ESTATE INVESTMENTS INC., as assignor, and UBS REAL ESTATE SECURITIES INC., as assignee, and recorded on December 5, 2007 in Book 1418, Page 229, in the Bergen County Clerk/Register's Office, Bergen County, New Jersey;
- c) Which Assignment of Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement was modified pursuant to that certain Modification of Mortgage dated as of May 9, 2008 by and between UBS REAL ESTATE INVESTMENTS INC., as assignor, and UBS REAL ESTATE SECURITIES INC., as assignee, and recorded July 29, 2008 in Book 1120, page 430 in the Bergen County Clerk/Register's Office, Bergen County, New Jersey;
- d) Which Modification of Mortgage was assigned to STABFUND SUB CA AG, pursuant to that certain Modification and Assignment of Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement, dated as of April 2, 2009, by and between UBS REAL ESTATE SECURITIES INC., as assignor, and STABFUND SUB CA AG, as assignee, and recorded on April 22, 2009, in Book V-87, Page 2095, in the Bergen County Clerk/Register's Office, Bergen County, New Jersey;
- e) Which Modification and Assignment of Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement was modified and assigned to STABFUND (USA INC.) pursuant to that certain Modification and Assignment of

Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement, dated as of June 22, 2009, by and between STABFUND SUB CA AG, as assignor, and STABFUND (USA INC.), as assignee, and recorded on November 2, 2009 in Book V-281, Page 139 in the Bergen County Clerk/Register's Office, Bergen County, New Jersey;

- f) Which Modification and Assignment of Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement was further modified pursuant to that certain Partial Release of Mortgage, Assignment of Leases and Rents and Security Agreement, dated June 22, 2009 by and between STABFUND SUB CA AG and I.PARK EDGEWATER LLC and recorded July 13, 2009 in Book V-169, Page 1586 in the Bergen County Clerk/Register's Office, Bergen County, New Jersey;
- g) Which Modification and Assignment of Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement was further modified pursuant to that certain Partial Release of Mortgage, Assignment of Leases and Rents and Security Agreement, dated May 21, 2010 by and between STABFUND (USA) INC. and I.PARK EDGEWATER LLC and recorded June 17, 2010 in Book V-455, Page 305 in the Bergen County Clerk/Register's Office, Bergen County, New Jersey;
- h) Which Modification and Assignment of Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement was further modified pursuant to that certain Partial Release of Mortgage, Assignment of Leases and Rents and Security Agreement, dated October 21, 2010 by and between STABFUND (USA) INC. and I.PARK EDGEWATER LLC and recorded October 22, 2010 in Book V-560, Page 1265 in the Bergen County Clerk/Register's Office, Bergen County, New Jersey; and
- i) Which Modification and Assignment of Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement was further modified pursuant to that certain Partial Release of Mortgage, Assignment of Leases and Rents and Security Agreement, dated June 14, 2011 by and between STABFUND (USA) INC. and I.PARK EDGEWATER LLC and recorded June 20, 2011 in Book V-767, Page 528 in the Bergen County Clerk/Register's Office, Bergen County, New Jersey.

MORTGAGE #2

Additional Mortgage, Assignment of Leases and Rents and Security Agreement dated January 27, 2010 by and between I.PARK EDGEWATER LLC, as borrower, to STABFUND (USA) INC., as lender, recorded on February 2, 2010 in Book V-354, Page 2200, in the Bergen County Clerk/Register's Office, Bergen County, New Jersey, to secure a lien in the principal amount of \$1,300,000.00;

- a) Which Additional Mortgage, Assignment of Leases and Rents and Security Agreement was modified pursuant to that certain Partial Release of Mortgage,

Assignment of Leases and Rents and Security Agreement, dated May 21, 2010 by and between STABFUND (USA) INC. and I.PARK EDGEWATER LLC and recorded June 16, 2010 in Book V-455, Page 305 in the Bergen County Clerk/Register's Office, Bergen County, New Jersey;

- b) Which Additional Mortgage, Assignment of Leases and Rents and Security Agreement was further modified pursuant to that certain Partial Release of Mortgage, Assignment of Leases and Rents and Security Agreement, dated October 21, 2010 by and between STABFUND (USA) INC. and I.PARK EDGEWATER LLC and recorded October 22, 2010 in Book V-560, Page 1265 in the Bergen County Clerk/Register's Office, Bergen County, New Jersey; and
- c) Which Additional Mortgage, Assignment of Leases and Rents and Security Agreement was further modified pursuant to that certain Partial Release of Mortgage, Assignment of Leases and Rents and Security Agreement, dated June 14, 2011 by and between STABFUND (USA) INC. and I.PARK EDGEWATER LLC and recorded June 20, 2011 in Book V-767, Page 528 in the Bergen County Clerk/Register's Office, Bergen County, New Jersey.

MORTGAGE #3

Second Additional Mortgage, Assignment of Leases and Rents and Security Agreement dated October 21, 2010 by and between I.PARK EDGEWATER LLC, as borrower, to STABFUND (USA) INC., as lender, recorded on December 7, 2010 in Book V-599, Page 198, in the Bergen County Clerk/Register's Office, Bergen County, New Jersey, to secure a lien in the principal amount of \$1,150,000.00; and

- a) Which Second Additional Mortgage, Assignment of Leases and Rents and Security Agreement was modified pursuant to that certain Partial Release of Mortgage, Assignment of Leases and Rents and Security Agreement, dated June 14, 2011 by and between STABFUND (USA) INC. and I.PARK EDGEWATER LLC and recorded June 20, 2011 in Book V-767, Page 528 in the Bergen County Clerk/Register's Office, Bergen County, New Jersey.

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Shoyda
Chicago de

12-066013.01 Deed
V Bk: 01092 Pg: 0331-0338 Rec. Fee \$113.00
John S. Hogan, Bergen County Clerk
Recorded 07/12/2012 09:04:38 AM

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R+R
Chicago Title Company, LLC
2446 Church Road
3rd floor
Toms River, N.J. 08753
2010-2014

Prepared By:

PAUL KAUFMAN, ESQ.

TEMPORARY DEED OF EASEMENT

THIS TEMPORARY DEED OF EASEMENT made this 21 day of December 2010 by i.Park Edgewater, LLC, whose address is c/o National Re/Sources, 485 West Putnam Avenue, Greenwich, Connecticut 06830, (hereinafter referred to as "Grantor"), and Thomas Heagney, 115 River Road, LLC and Eagle Rock Group, whose address is 115 River Road, Edgewater, New Jersey 07020, (hereinafter, collectively, referred to as "Grantees"); and

WHEREAS, Grantor is the redeveloper of premises, originally known as 45 River Road and originally designated as Block 99 Lot 1, lying and being in the Borough of Edgewater, County of Bergen, State of New Jersey, which parcel has been the subject of various subdivisions, (hereinafter referred to as "Grantor's Parcel"); and

WHEREAS, Grantees are, individually and, collectively as their respective interests may appear, the owners of all that certain tract, lot, and parcel of land designated as Lots 3.01, 3.02, 4 and 5 in Block 96 on the Tax Map, which is located to the north of 45 River Road (hereinafter referred to as "Grantees' Parcel"); and

WHEREAS, Heagney was the owner of a perpetual easement on a parcel known as the Slip Road (the "Slip Road Easement") and has agreed to discharge the Slip Road Easement so long as alternate access is provided; and

WHEREAS, Grantor will, simultaneously herewith, execute and deliver a permanent right of way easement for access purposes with respect to Road 1 and A (as designated on the site plan reflecting Grantor's project) within Grantor's Parcel; and

WHEREAS, the permanent easement will be effective upon the completion and opening of Roads 1 and A as the same are approved for public use by the Borough of Edgewater; and

WHEREAS, Grantor desires to provide continuous, perpetual, and unobstructed pedestrian and vehicular ingress and egress to Grantee over a section of Grantor's Parcel in order to provide continued access to Grantees' property located at 115 River road, Edgewater, New Jersey as an alternate to the Slip Road Easement and until such time as Roads 1 and A have been completed and opened and approved for public use by the Borough of Edgewater.

NOW THEREFORE, in consideration of the mutual covenants contained herein and the sum of One (\$1.00) Dollar in hand paid, the parties do agree as follows:

1. Subject to all existing covenants, easements and restrictions of record, Grantor hereby conveys to the Grantees a continuous and unobstructed non-exclusive temporary easement (the "Temporary Access Easement") for the use of the portion of Grantor's Parcel as shown on the plan designated as Exhibit "A" and described on Exhibit "B" annexed hereto (the "Easement Area"), for the purpose of ingress and egress of pedestrian and vehicular traffic to and from Grantees' Parcel.

2. Grantor shall be responsible, at its sole cost and expense, for the repair and maintenance of the Easement Area as a right of way. Grantees shall have no obligation hereunder to repair and maintain the Easement Area.

3. The shall comply with all laws, ordinances, orders, rules, regulations and requirements of any governmental agency and/or quasi governmental agency in respect to its use of the Easement Area as provided hereunder.

4. The Temporary Access Easement conveyed herein shall automatically terminate upon the completion of Roads 1 and A and the Borough of Edgewater permitting the use thereof as a public vehicular right of way (without regard to the dedication and acceptance of same as public roads). Grantees shall promptly execute and deliver an instrument acknowledging the termination of this Temporary Access Easement promptly upon the completion and opening of Roads 1 and A and the approval thereof by the Borough of Edgewater.

5. This Temporary Deed of Easement may be amended only by the recordation in the Office of the Clerk of Bergen County of an instrument executed by the Grantor and Grantees.

6. Any notices required to be given pursuant to this Agreement shall be in writing and shall be promptly delivered by Federal Express or similar overnight national courier, telecopier transmittal with a confirmation (followed by overnight courier) and sent to the Grantor or Grantees, as appropriate, at the address first above written. All notices so given shall be deemed effective upon delivery and receipt.

7. The terms, conditions, covenants and easements set forth herein shall run with the land and inure to the benefit of and be binding upon Grantor and Grantees, their successors, heirs, assigns and grantees.

8. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of New Jersey.

9. All understandings and agreements heretofore had between the Grantor and Grantees are merged in this Agreement, which alone fully and completely expresses their agreement, and it is entered into after full investigation, neither party relying upon any statement or representations, not embodied in this Agreement, made by the other.

IN WITNESS WHEREOF, the Grantor and Grantees have hereunto affixed their hands the day and year first above written.

WITNESS:

GRANTOR:
i.PARK EDGEWATER LLC

Lea Caraz
Lea Caraz

By: 
JOSEPH COTTER, Manager

Lea Caraz
Lea Caraz

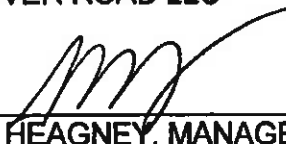
By: *Lynne Ward*
LYNNE WARD, Manager

GRANTEES:

By: _____
THOMAS HEAGNEY, Individually

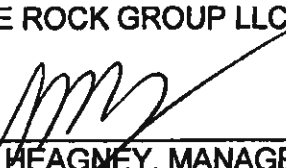
115 RIVER ROAD LLC

William Lindsay
William Lindsay

By: 
SCOT HEAGNEY, MANAGER

EAGLE ROCK GROUP LLC

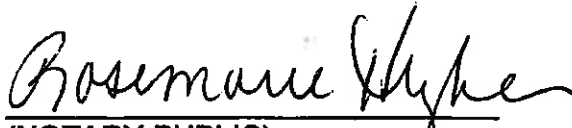
William Lindsay
William Lindsay

By: 
SCOT HEAGNEY, MANAGER

STATE OF CONNECTICUT)
) ss: Greenwich
COUNTY OF FAIRFIELD)

BE IT REMEMBERED that on this 8 day of December 2010, before me the subscriber, a notary public of the State of New Jersey, personally appeared JOSEPH COTTER AND LYNNE WARD, who I am satisfied are the persons who signed the within instrument as the Managers 85 River Road Edgewater LLC, the limited liability company named therein and who executed the foregoing instrument; and that he signed his name thereto.

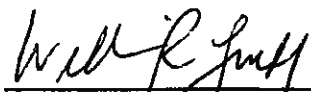
ROSEMARIE HUGHES
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 2016



(NOTARY PUBLIC)

STATE OF NEW JERSEY)
) ss:
COUNTY OF BERGEN)


BE IT REMEMBERED that on this 21 day of December 2010, before me the subscriber, a notary public of the State of New Jersey, personally appeared Thomas Heagney, who I am satisfied is the person who signed the within instrument, the individual named therein and who executed the foregoing instrument; and that he signed his name thereto.



(NOTARY PUBLIC)
WILLIAM R. LIPOSKEY
ATTY AT LAW OF NJ

STATE OF NEW JERSEY)
 ss:
COUNTY OF BERGEN)


BE IT REMEMBERED that on this 21 day of December 2010, before me the subscriber, a notary public of the State of New Jersey, personally appeared SCOT HEAGNEY, who I am satisfied is the person who signed the within instrument as the Manager of 115 RIVER ROAD, LLC, the limited liability company named therein and who executed the foregoing instrument; and that he signed his name thereto.



(NOTARY PUBLIC)
WILLIAM R. LIMOLLER
ATTY AT LAW OF NJ

STATE OF NEW JERSEY)
 ss:
COUNTY OF BERGEN)

BE IT REMEMBERED that on this 21 day of December 2010, before me the subscriber, a notary public of the State of New Jersey, personally appeared Scot Heagney, who I am satisfied is the person who signed the within instrument as the Manager of EAGLE ROCK GROUP, LLC, the limited liability company named therein and who executed the foregoing instrument; and that he signed his name thereto.



(NOTARY PUBLIC)
WILLIAM R. LIMOLLER
ATTY AT LAW OF NJ

K:\Park Edgewater\Heagney\Closing Documents\Temporary Deed of Essement - I.Park Edgewater, LLC - Eagle Rock Group 12.2.10.doc

Francis C. Wecht, Jr. P.L.S., P.P.
Vice President

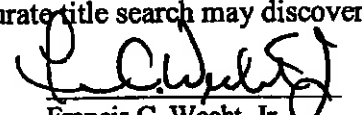
TEMPORARY ACCESS EASEMENT
LOT 1.04 BLOCK 99
BOROUGH OF EDGEWATER, BERGEN COUNTY, NEW JERSEY

BEGINNING at a point, said point being a common corner of Lot 1.04, Block 99 and Lot 3.02, Block 96 and running thence;

1. Along the lot line between Lot 1.04, Block 99 on the south and Lot 3.02, Block 96 on the north South 56 degrees 57 minutes 27 seconds East a distance of 41.77 feet to a cusp, thence running through Lot 1.04, Block 99.
2. Along a curve to the right, having a radius of 90.00 feet, an arc length of 85.32 feet, and whose chord bears South 05 degrees 59 minutes 03 seconds West a chord distance of 82.16 feet to a point of tangency, thence
3. South 33 degrees 08 minutes 33 seconds West a distance of 267.97 feet to a point in the lot line between Lot 1.04, Block 99 to the north and Lot 1, Block 99 to the south, thence
4. Along said lot line North 59 degrees 59 minutes 03 seconds West a distance of 30.04 feet to a point, thence running through Lot 1.04, Block 99.
5. North 33 degrees 08 minutes 33 seconds East a distance of 269.61 feet to a point of curvature, thence
6. Along a curve to the left, having a radius of 60.00 feet, an arc length of 83.43 feet, and whose chord bears North 06 degrees 41 minutes 40 seconds West a chord distance of 76.87 feet to a point in the lot line between Lot 1.04, Block 99 on the east and Lot 3.02, Block 96 on the west, thence
7. Along said lot line North 33 degrees 02 minutes 33 seconds East a distance of 14.00 feet to the **POINT OF BEGINNING**;

Containing a calculated area of 10,900 square feet or 0.250 acres

Subject to any easements or restrictions of record which an accurate title search may discover


Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190



12-066013.02 Deed
V Bk: 01092 Pg: 0339-0348 Rec. Fee \$133.00
John S. Hogan, Bergen County Clerk
Recorded 07/12/2012 09:04:39 AM

130

2.088
Chicago, dc
6/19
133

Chicago Title Company, LLC
2446 Church Road
3rd floor
Toms River, N.J. 08753
2010-82144

Prepared By:

PAUL KAUFMAN, ESQ.

DEED OF EASEMENT

THIS DEED OF EASEMENT made this 30th day of November 2010 by i.Park Edgewater LLC, whose address is 485 West Putnam Avenue, Greenwich, Connecticut 06830, hereinafter referred to as "Grantor", and 115 RIVER ROAD LLC AND EAGLE ROCK GROUP LLC, whose address is 115 River Road, Edgewater, New Jersey 07020, hereinafter referred to, collectively as . the "Grantee"; and

WHEREAS, Grantor is the owner of all that certain tract, lot, and parcel of land lying and being in the Borough of Edgewater, County of Bergen, State of New Jersey designated as Lot 1.04 and 1.08 in Block 99, on the Tax Map (hereinafter referred to as "Grantor's Parcel"); and

WHEREAS, Grantor desires to provide continuous, perpetual and unobstructed pedestrian and vehicular ingress and egress to Grantee over a section of Grantor's land in order to access Grantee's property located at 115 River Road, Edgewater, New Jersey; and

WHEREAS, in consideration of the mutual covenants contained herein and the sum of One (\$1.00) Dollar in hand paid, the parties do agree as follows:

1. Grantor hereby conveys to the Grantee a continuous, perpetual and unobstructed non-exclusive easement ("Access Easement") for the use of Grantor's Road 1 and A, as shown on Exhibit "A" annexed hereto, for the purpose of ingress and egress of

pedestrian and vehicular traffic to and from Grantee's Parcel. Grantor shall continue to have unlimited access over the Access Easement.

2. The conveyance herein is subject to Grantor's completion of Roads 1 and A to municipal standards at a later undetermined date. The potential dedication and acceptance of Roads 1 and A by the Borough of Edgewater shall not affect the easement.

3. This Deed of Easement may be amended only by the recordation in the Office of the Clerk of Bergen County of an instrument executed by the Grantor and Grantee.

4. Any notices required to be given pursuant to this Agreement shall be in writing and shall be promptly delivered by Federal Express or similar overnight national courier, telecopier transmittal with a confirmation (followed by overnight courier) and sent to the Grantor or Grantee, as appropriate, at the address first above written. All notices so given shall be deemed effective upon delivery and receipt.

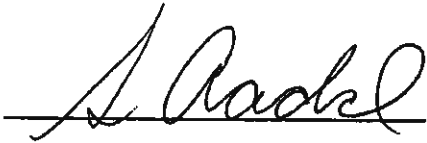
5. The terms, conditions, covenants and easements set forth herein shall run with the land and inure to the benefit of and be binding upon Grantor and Grantee, their successors, heirs, assigns and grantees.

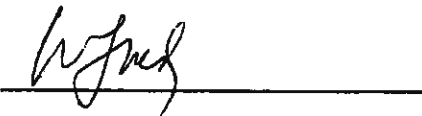
6. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of New Jersey.

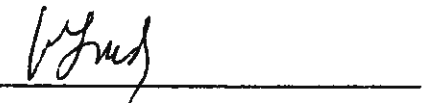
7. All understandings and agreements heretofore had between the Grantor and Grantee are merged in this Agreement, which alone fully and completely expresses their agreement, and it is entered into after full investigation, neither party relying upon any statement or representations, not embodied in this Agreement, made by the other.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto affixed their hands the day and year first above written.

WITNESS:








GRANTOR:
i.PARK EDGEWATER LLC

By: i.park Edgewater Holdings LLC

BY:  _____
Joseph Cotter

GRANTEE:
EAGLE ROCK GROUP LLC

BY:  _____
SCOT HEAGNEY, MANAGER

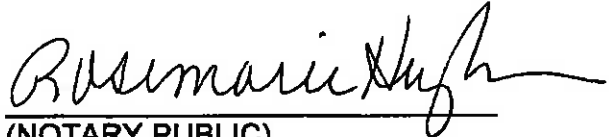
115 RIVER ROAD LLC

BY:  _____
SCOT HEAGNEY, MANAGER

STATE OF CONNECTICUT)
)
) ss: Greenwich
)
COUNTY OF FAIRFIELD)

BE IT REMEMBERED that on this 30 day of November 2010, before me the subscriber, a notary public of the State of New Jersey, personally appeared Joseph Collier, who I am satisfied is the person who signed the within instrument as the Manager of i.Park Edgewater, LLC, the limited liability company named therein and who executed the foregoing instrument; and that he signed his name thereto.

ROSEMARIE HUGHES
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 2015



(NOTARY PUBLIC)


STATE OF NEW JERSEY)
)
) ss:
)
COUNTY OF BERGEN)

BE IT REMEMBERED that on this ____ day of November 2010, before me the subscriber, a notary public of the State of New Jersey, personally appeared _____, who I am satisfied is the person who signed the within instrument as the Manager of EAGLE ROCK GROUP, LLC, the limited liability company named therein and who executed the foregoing instrument; and that he signed his name thereto.

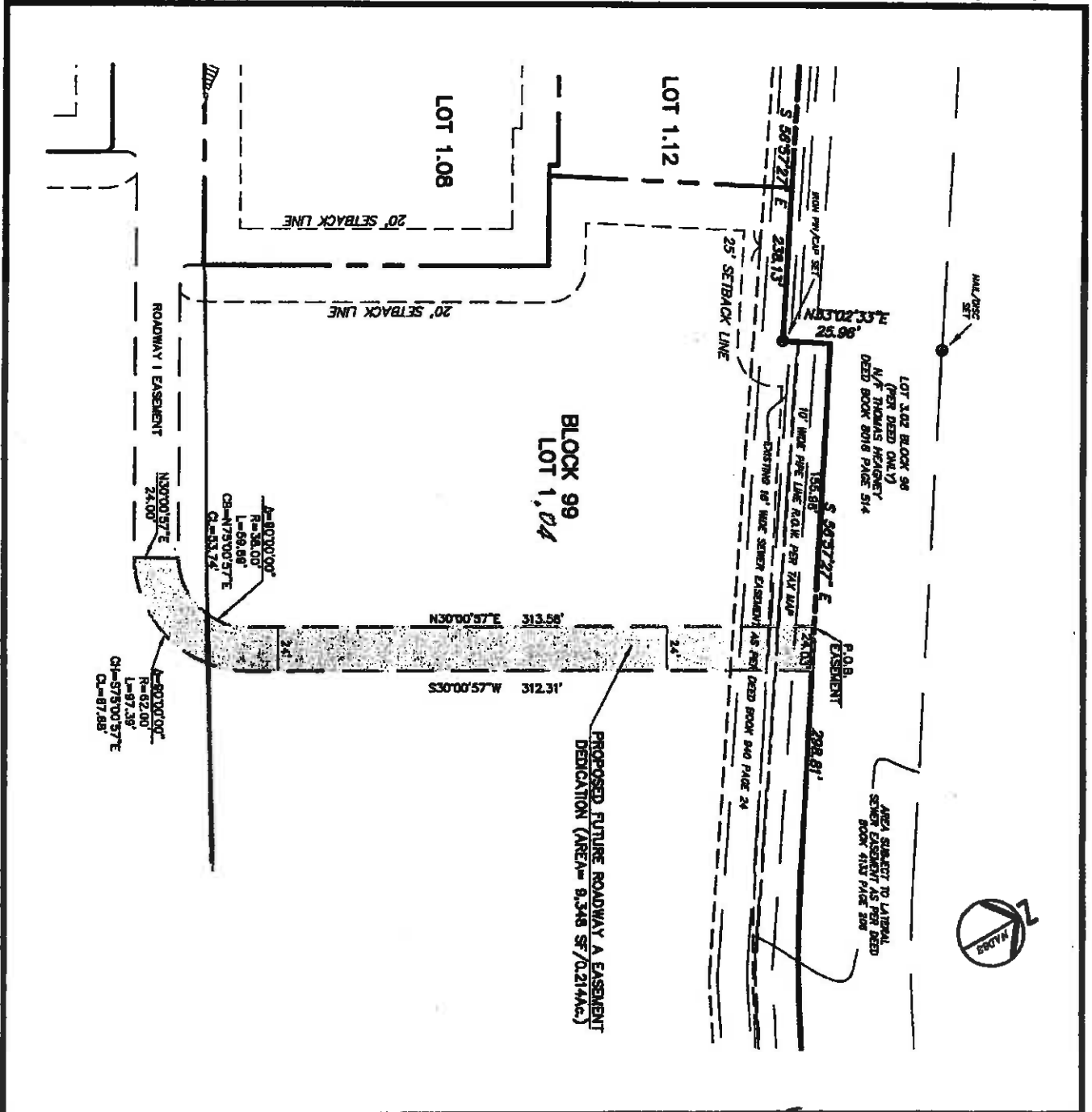
(NOTARY PUBLIC)

STATE OF NEW JERSEY)
)
) ss:
)
COUNTY OF BERGEN)

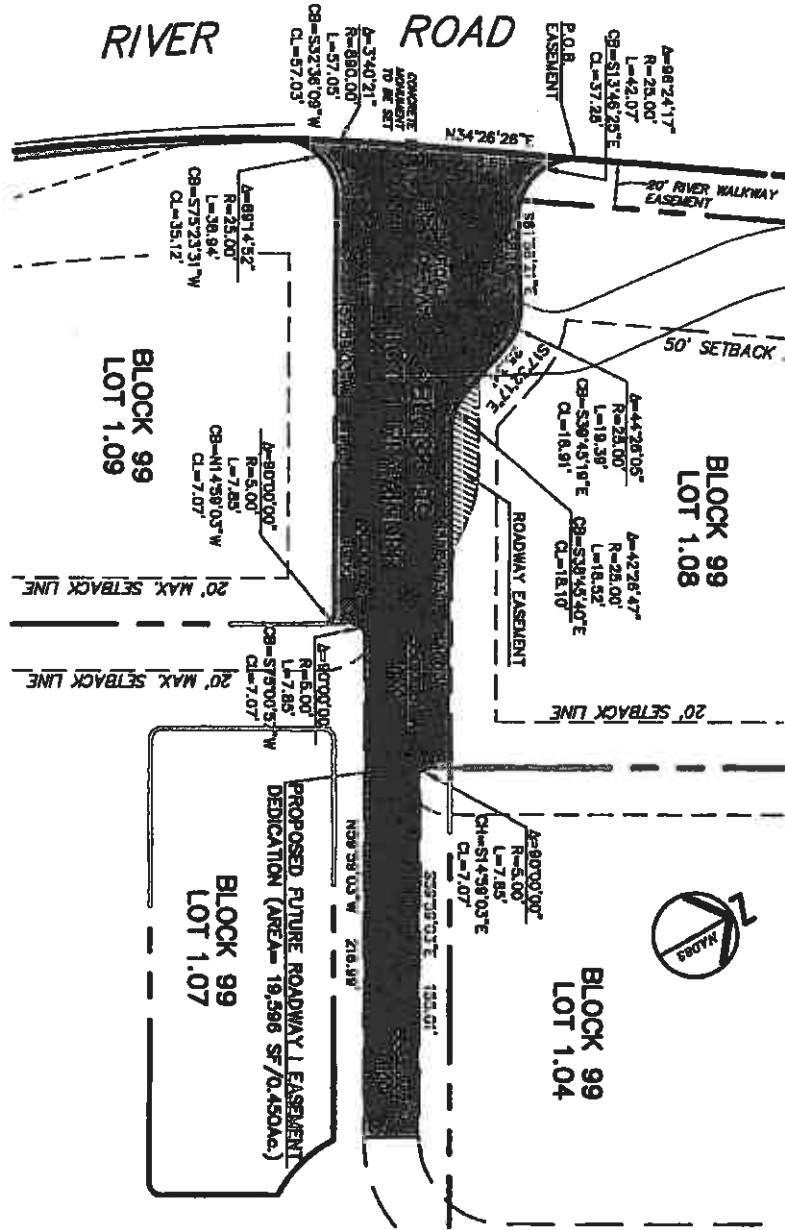
BE IT REMEMBERED that on this 24 day of November 2010, before me the subscriber, a notary public of the State of New Jersey, personally appeared SCOT HARVEY, who I am satisfied is the person who signed the within instrument as the Manager of 115 RIVER ROAD, LLC, the limited liability company named therein and who executed the foregoing instrument; and that he signed his name thereto.



(NOTARY PUBLIC)
WILLIAM L. UNKSELEY
ATTY AT LAW OF NJ



<p>PS&S iLLC Integrating design & engineering</p> <p>67A MOUNTAIN BOULEVARD EXTENSION P.O. BOX 4039 WARREN, NEW JERSEY 07059 PHONE: (732) 960-9700 FAX: (732) 580-9798</p>		<p>CERTIFICATE OF AUTHORIZATION NO. 246A28032700</p> <p>FRANCIS C. WECHT, JR. N.J. LIC. NO. 27190</p> <p><i>Francis C. Wecht, Jr.</i> 8-11-10</p> <p>DATE PROFESSIONAL LAND SURVEYOR</p>												
<p>EXHIBIT ROADWAY A EASEMENT</p> <p>BLOCK 99, LOT 1.04</p> <p>BOROUGH OF EDGEWATER BERGEN COUNTY, NJ</p>		<p>REVISIONS:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>JOB NO.</td> <td>02810-005</td> </tr> <tr> <td>SHEET NO.</td> <td>1 OF 1</td> </tr> <tr> <td>DATE</td> <td>5-5-09</td> </tr> <tr> <td>SCALE</td> <td>1"=80'</td> </tr> <tr> <td>DRAWN</td> <td>JV</td> </tr> <tr> <td>CHKD.</td> <td>FCW</td> </tr> </table>	JOB NO.	02810-005	SHEET NO.	1 OF 1	DATE	5-5-09	SCALE	1"=80'	DRAWN	JV	CHKD.	FCW
JOB NO.	02810-005													
SHEET NO.	1 OF 1													
DATE	5-5-09													
SCALE	1"=80'													
DRAWN	JV													
CHKD.	FCW													



**EXHIBIT
ROADWAY 1
EASEMENT
BLOCK 99, LOT 1**

BOROUGH OF EDGEWATER
BERGEN COUNTY, NJ

FRANCIS C. WECHT, JR.
N.J. LIC. NO. 27190
11.30.10
DATE
SIGNATURE
PROFESSIONAL LAND SURVEYOR

PSS & S LLC
Integrating design & engineering
87A MOUNTAIN BOULEVARD EXTENSION
P.O. BOX 4039
WARREN, NEW JERSEY 07098
PHONE: (732) 580-8700
FAX: (732) 580-8788
CERTIFICATE OF AUTHORIZATION NO. 240428032700

REVISIONS	JOB NO.	SHEET NO.	DATE	SCALE	DRAWN	CHKD.
	02810-005	1 OF 1	11-30-10	1"=80'	JV	FCW



PAULUS, SOKOLOWSKI AND SARTOR, LLC
67B Mountain Boulevard Extension
P.O. Box 4039
Warren, NJ 07059
Tel: 732-560-9700
Fax 732-560-9768
fwecht@psands.com
www.psands.com

Francis C. Wecht, Jr. P.L.S., P.P.
Vice President

PROPOSED FUTURE ROAD I DEDICATION TO THE
BOROUGH OF EDGEWATER IN LOT 1, BLOCK 99
BOROUGH OF EDGEWATER, BERGEN COUNTY, NEW JERSEY


BEGINNING at a point in the easterly right-of-way line of River Road (variable width) and running thence.

1. Along a curve to the left, having a radius of 25.00 feet, an arc length of 42.07, and whose chord bears South 13 degrees 46 minutes 25 seconds East a chord distance of 37.28 feet to a point, thence
2. South 61 degrees 58 minutes 21 seconds East a distance of 38.18 feet to a point of curvature, thence
3. Along a curve to the right, having a radius of 25.00 feet, an arc length of 19.39 feet, and whose chord bears South 39 degrees 45 minutes 19 seconds East a chord distance of 18.91 feet to a point of tangency, thence
4. South 17 degrees 32 minutes 17 seconds East a distance of 25.34 feet to a point of curvature, thence
5. Along a curve to the left, having a radius of 25.00 feet, an arc length of 18.52 feet, and whose chord bears South 38 degrees 45 minutes 40 seconds East a chord distance of 18.10 feet to a point of tangency, thence
6. South 59 degrees 59 minutes 03 seconds East a distance of 146.13 feet to a point, thence
7. South 30 degrees 00 minutes 57 seconds West a distance of 8.00 feet to a point of curvature, thence
8. Along a curve to the left, having a radius of 5.00 feet, an arc length of 7.85 feet, and whose chord bears South 14 degrees 59 minutes 03 seconds East a chord distance of 7.07 feet to a point tangency, thence
9. South 59 degrees 59 minutes 03 seconds East a distance of 155.01 feet to a point, thence
10. South 30 degrees 00 minutes 57 seconds West a distance of 24.00 feet to a point, thence

11. North 59 degrees 59 minutes 03 seconds West a distance of 216.99 feet to a point of curvature, thence
12. Along a curve to the left, having a radius of 5.00 feet, an arc length of 7.85 feet, and whose chord bears South 75 degrees 00 minutes 57 seconds West a chord distance of 7.07 feet to a point of tangency, thence
13. South 30 degrees 00 minutes 57 seconds West a distance of 13.00 feet to a point of cusp in the easterly line of proposed Lot 1.09, Block 99, thence
14. Along a curve to the left, having a radius of 5.00 feet, an arc length of 7.85 feet, and whose chord bears North 14 degrees 59 minutes 03 seconds West a chord distance of 7.07 feet to a point of tangency, thence
15. North 59 degrees 59 minutes 03 seconds West a distance of 179.68 feet to a point of curvature, thence
16. Along a curve to the left, having a radius of 25.00 feet, an arc length of 38.94 feet, and whose chord bears South 75 degrees 23 minutes 31 seconds West a chord distance of 35.12 feet to a point of cusp in the easterly right-of-way line of River Road (variable width), thence
17. Along the same on a curve to the right, having a radius of 890.00 feet, an arc length of 57.05 feet, and whose chord bears North 32 degrees 36 minutes 09 seconds East a chord distance of 57.03 feet to a point of tangency, thence
18. Along the same, North 34 degrees 26 minutes 26 seconds East a distance of 73.69 feet to the **POINT OF BEGINNING**;

Containing a calculated area of 19,596 square feet or 0.450 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover


Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190



PAULUS, SOKOLOWSKI AND SARTOR, LLC
67B Mountain Boulevard Extension
P.O. Box 4039
Warren, NJ 07059
Tel: 732-560-9700
Fax 732 -560-9768
fwecht@psands.com
www.psands.com

Francis C. Wecht, Jr. P.L.S., P.P.
Vice President

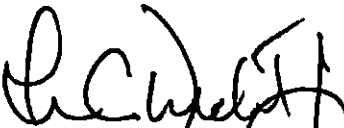
PROPOSED FUTURE ROAD A DEDICATION TO THE
BOROUGH OF EDGEWATER IN LOT 1 & 1.04, BLOCK 99
BOROUGH OF EDGEWATER, BERGEN COUNTY, NEW JERSEY

BEGINNING at a point in the dividing line between Lot 1.04, Block 99 on the south and Lot 3.02, Block 96 on the north. Said point being South 56 degrees 57 minutes 27 seconds East a distance of 155.98 feet from the northwesterly corner of Lot 1.04, Block 99 and running thence.

1. Along said dividing line South 56 degrees 57 minutes 27 seconds East a distance of 24.03 feet to a point, thence
2. South 30 degrees 00 minutes 57 seconds West a distance of 312.31 feet to a point of curvature, thence
3. Along a curve to the right, having a radius of 62.00 feet, an arc length of 97.39 feet, and whose chord bears South 75 degrees 00 minutes 57 seconds West a chord distance of 87.68 feet to a point, thence
4. North 30 degrees 00 minutes 57 seconds East a distance of 24.00 feet to a point of cusp, thence
5. Along a curve to the left, having a radius of 38.00 feet, an arc length of 59.69 feet, and whose chord bears North 75 degrees 00 minutes 57 seconds East a chord distance of 53.74 feet to a point of tangency, thence
6. North 30 degrees 00 minutes 57 seconds East a distance of 313.58 feet to the **POINT OF BEGINNING**;

Containing a calculated area of 9,348 square feet or 0.214 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover



Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190

(2)
C
P
93

UTILITY EASEMENT BETWEEN UNITED WATER NEW JERSEY INC
AND
I.PARK EDGEWATER LLC

Parcel 2797
Inves. 52929
Ext.No. 36588

12-068160 Deed
V BK: 01097 Pg: 0483-0488 Rec. Fee \$93.00
John S. Hogan, Bergen County Clerk
Recorded 07/18/2012 10:20:43 AM



THIS INDENTURE, made this 10 day of July Two Thousand Twelve, between I.Park Edgewater, LLC., a Company in the State of Connecticut having its principal office at 485 WEST PUTNAM AVENUE, GREENWICH, CT 06830 hereinafter designated as the "Grantor," and UNITED WATER NEW JERSEY INC. a corporation of the State of New Jersey, having its principal office at 200 Old Hook Road, Harrington Park, New Jersey 07640, hereinafter designated as the "Grantee,"

WITNESSETH THAT:

The Grantor, in consideration of the sum of One (\$1.00) Dollar, lawful money of the United States of America, to it in hand paid by the said Grantee, at or before the ensealing and delivery of these presents ~~and other good and valuable consideration~~ has granted, bargained, sold, aliened, remised, released, conveyed and confirmed and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the said Grantee and to its successors and assigns forever, the right to lay, construct, maintain, use, repair, relocate, replace and operate a certain water main or mains and appurtenances thereto in, upon, across and under the property of the Grantor situated in the Borough of Edgewater, in the County of Bergen, in the State of New Jersey and more particularly described in the drawing "Proposed Watermain Easements" which is attached and expressly made a part hereof. CAM

The enclosed described easement and right of way is also shown on the sketch which is entitled "Proposed Water Easement Sketch", which is annexed hereto and expressly made part hereof.

It is understood and agreed that no structures will be erected over the easement herein granted.

The Grantee shall have the right and privilege at any and all times to enter in and upon the said property or any part thereof, without notice, for the purpose of laying, constructing, maintaining, using, repairing, relocating, replacing and operating the said main or mains and appurtenances when necessary, upon the condition that it will repair any damage caused by it.

The said Grantor, for itself, its successors and assigns, does covenant with the said Grantee, its successors and assigns, that at the ensealing and delivery hereof, it is the true and lawful owner in fee simple of the above described premises and that the same are free and clear of all charges, liens and encumbrances whatsoever and that it

Prepared by: Mary T. Campbell
Mary T. Campbell, Esq.

PROPOSED WATERMAIN EASEMENT
LOTS 1, 1.02, 1.04 & 1.14, BLOCK 99
BOROUGH OF EDGEWATER
BERGEN COUNTY, NEW JERSEY

BEGINNING at a point, said point being South 30°00'57" West a distance of 27.06 feet from the northwesterly corner of Lot 1.03, Block 99, as shown on a map entitled "I.Park Edgewater, LLC, Proposed Lots 1.03, 1.04, 1.05, 1.07, Subdivision, Block 99, Lot 1, Borough of Edgewater, Bergen County, N.J., dated July 6, 2010, and filed in the Bergen County Clerk's office on October 6, 2010 as map no. 9526 and running thence;

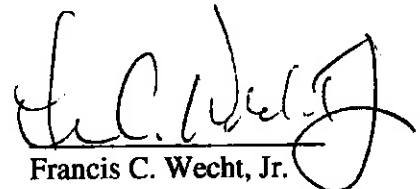
1. Along the westerly line of said Lot 1.03, South 30°00'57" West a distance of 16.00 feet to a point, thence;
2. North 59°59'03" West a distance of 30.16 feet to a point, thence;
3. South 30°00'57" West a distance of 32.61 feet to a point, thence;
4. South 79°35'16" West a distance of 38.92 feet to a point, thence;
5. South 30°00'57" West a distance of 18.60 feet to a point, thence;
6. South 13°48'39" East a distance of 42.71 feet to a point, thence;
7. South 30°00'57" West a distance of 40.81 feet to a point, thence;
8. South 59°59'03" East a distance of 30.21 feet to a point, thence;
9. Along the westerly line of Lot 1.05, Block 99, South 30°00'57" West a distance of 16.47 feet to a point, thence;
10. North 59°59'03" West a distance of 30.21 feet to a point, thence;
11. South 30°00'57" West a distance of 277.48 feet to a point, thence;
12. South 59°59'03" East a distance of 34.50 feet, crossing the westerly line of Lot 1.14, Block 99 at a distance of 28.67 feet to a point, thence;
13. South 30°00'57" West a distance of 20.00 feet to a point, thence;
14. North 59°59'03" West a distance of 27.29 feet to a point, thence;
15. South 24°48'15" East a distance of 3.38 feet to a point, thence;

16. South 30°00'57" West a distance of 30.32 feet to a point, thence;
17. North 59°59'03" West a distance of 10.00 feet to a point, thence;
18. North 30°00'57" East a distance of 9.52 feet to a point, thence;
19. North 59°59'03" West a distance of 29.71 feet to a point, thence;
20. North 30°00'57" East a distance of 10.00 feet to a point, thence;
21. South 59°59'03" East a distance of 29.71 feet to a point, thence;
22. North 30°00'57" East a distance of 5.62 feet to a point, thence;
23. North 24°48'15" West a distance of 12.21 feet to a point, thence;
24. North 30°00'57" East a distance of 243.00 feet to a point, thence;
25. North 59°59'03" West a distance of 5.00 feet to a point, thence;
26. North 30°00'57" East a distance of 10.00 feet to a point, thence;
27. South 59°59'03" East a distance of 5.00 feet to a point, thence;
28. North 30°00'57" East a distance of 21.62 feet to a point, thence;
29. North 59°59'03" West a distance of 5.00 feet to a point, thence;
30. North 30°00'57" East a distance of 15.00 feet to a point, thence;
31. South 59°59'03" East a distance of 5.00 feet to a point, thence;
32. North 30°00'57" East a distance of 61.22 feet to a point, thence;
33. North 13°48'39" West a distance of 42.71 feet to a point, thence;
34. North 30°00'57" East a distance of 11.03 feet to a point, thence;
35. North 59°59'03" West a distance of 163.44 feet to a point in the existing watermain easement, thence;
36. Along the existing watermain easement North 30°00'57" East a distance of 10.00 feet to a point, thence;
37. South 59°59'03" East a distance of 163.44 feet to a point, thence;
38. North 30°00'57" East a distance of 6.21 feet to a point, thence;

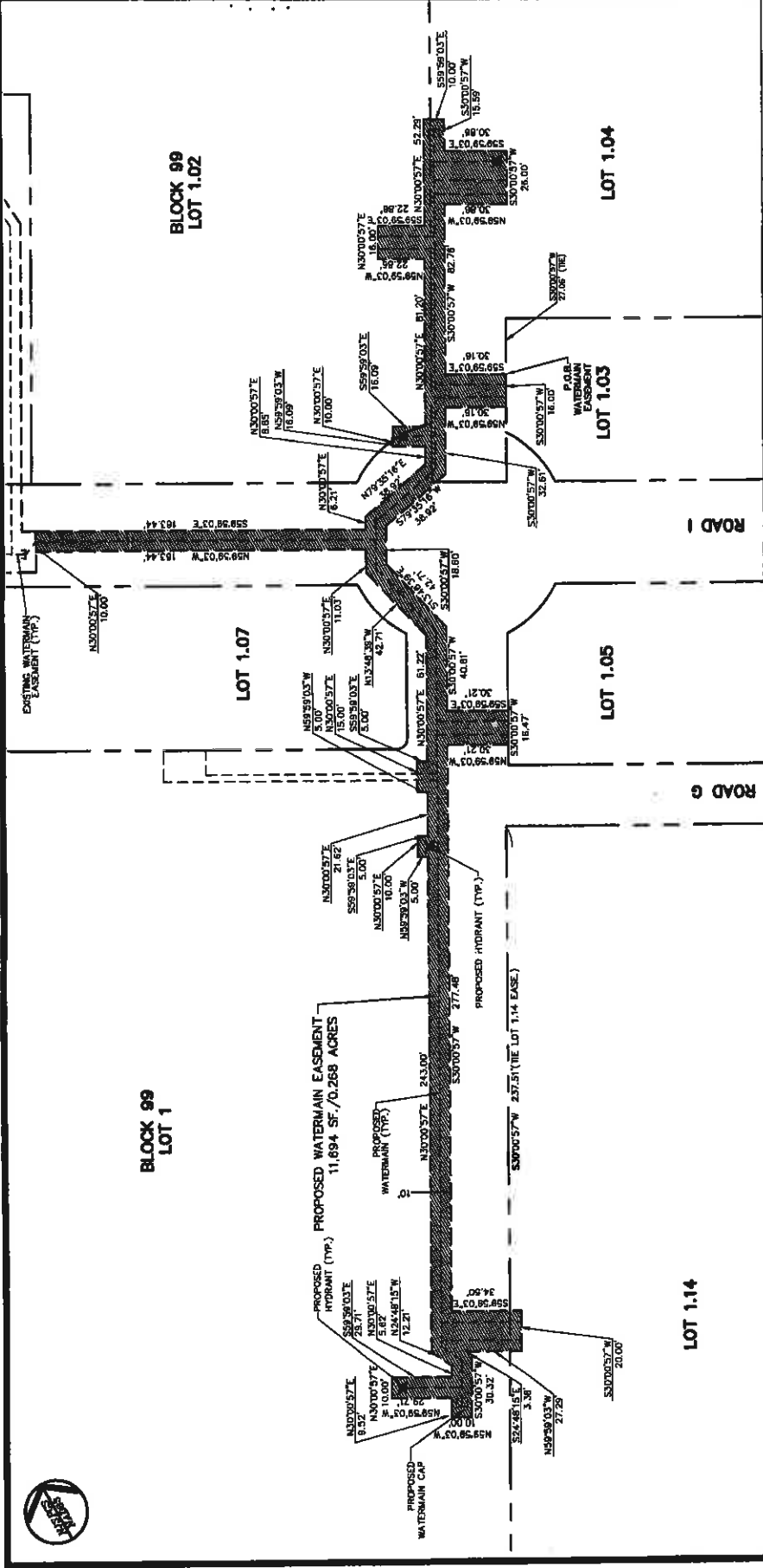
39. North 79°35'16" East a distance of 38.92 feet to a point, thence;
40. North 30°00'57" East a distance of 8.85 feet to a point, thence;
41. North 59°59'03" West a distance of 16.09 feet to a point, thence;
42. North 30°00'57" East a distance of 10.00 feet to a point, thence;
43. South 59°59'03" East a distance of 16.09 feet to a point, thence;
44. North 30°00'57" East a distance of 81.20 feet to a point, thence;
45. North 59°59'03" West a distance of 22.86 feet to a point, thence;
46. North 30°00'57" East a distance of 16.00 feet to a point, thence;
47. South 59°59'03" East a distance of 22.86 feet to a point, thence;
48. North 30°00'57" East a distance of 52.29 feet to a point, thence;
49. South 59°59'03" East a distance of 10.00 feet to a point, thence;
50. South 30°00'57" West a distance of 15.59 feet to a point, thence;
51. South 59°59'03" East a distance of 30.86 feet to a point, thence;
52. South 30°00'57" West a distance of 26.00 feet to a point, thence;
53. North 59°59'03" West a distance of 30.86 feet to a point, thence;
54. South 30°00'57" West a distance of 82.76 feet to a point, thence;
55. South 59°59'03" East a distance of 30.16 feet to the **POINT OF BEGINNING**.

Containing an area of 11,694 square feet or 0.268 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.



Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
June 22, 2012



<p>DATE: 6/14/2012 SCALE: 1"=60' DRN. BY: B.J.F. CK'D BY: F.C.W. PROJ. NO.: 02810-020 SHT. NO.: 1 OF 1</p>	<p>SHEET TITLE PROPOSED WATERMAIN EASEMENTS BLOCK 99, LOTS 1, 1.02, 1.04 & 1.14</p>	<p>PROJECT TITLE I PARK EDGEWATER, LLC BOROUGH OF EDGEWATER BERGEN COUNTY, NEW JERSEY</p>	<p>PS&S Incorporating design & engineering PAULIE BOWENSKI AND SARTUK LLC 675 MOUNTAIN BOULEVARD EXTENSION P.O. BOX 463 WARREN, NEW JERSEY 07059 PHONE: (732) 580-8700 FAX: (732) 580-8701 CERTIFICATE OF AUTHORIZATION NO. 246439032700</p>	<p>FRANCIS C. WECHT, JR. N.J. LIC. NO. 27190 DATE: 6/25/11 SIGNATURE PROFESSIONAL LAND SURVEYOR</p>
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303

Record and Return to:
MADISON TITLE AGENCY, LLC
COMMERCIAL DEPT
1125 OCEAN AVE.
LAKEWOOD, NJ 08701

07482840

12-070991.02 Deed
V Bk: 01103 Pg: 1700-1726 Rec. Fee \$303.00
John S. Hogan, Bergen County Clerk
Recorded 07/25/2012 10:49:14 AM

(7)
ACCESS EASEMENT

THIS ACCESS EASEMENT (this "Agreement"), made as of the ²⁹ day of June, 2012, between i.Park Edgewater LLC, a Delaware limited liability company ("Grantor"), and i.Park Edgewater LLC, a Delaware limited liability company ("Grantee").

WITNESSETH

WHEREAS, Grantor is the owner of that certain parcel of land known as Lot 1, Block 99 in the Borough of Edgewater, County of Bergen, State of New Jersey, as more particularly described in Exhibit A attached hereto (the "Encumbered Parcel");

WHEREAS, Grantee is the owner of property which abuts the Property, commonly known as Lot 1.07 Block 99 in the Borough of Edgewater, County of Bergen, State of New Jersey, as more particularly described in Exhibit B attached hereto (the "Appurtenant Parcel");

WHEREAS, pursuant to the terms and conditions herein, Grantor is willing to provide a nonexclusive, access easement for Grantee's use of and access through that portion of the Encumbered Parcel depicted on Exhibit C attached hereto as "Road I" for ingress and egress of people and vehicles to the Appurtenant Parcel;

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, Grantor does hereby grant unto the Grantee, its successors, and assigns, for its benefit, a non-exclusive easement on, over, through and across the portion of the Encumbered Parcel depicted on Exhibit C attached hereto as "Road I", as more particularly described on Exhibit D attached hereto, for ingress and egress of people and vehicles to the Appurtenant Parcel (the "Access Easement Area").

1. It is understood that Grantee shall in no way be responsible for the maintenance or repair of all or any portion of the Encumbered Parcel or the Access Easement Area, which responsibility shall rest solely with the Grantor, its successors, and assigns.

2. Upon reasonable prior notice to Grantee and in accordance with all applicable governmental requirements, Grantor shall have the right to relocate the Access Easement Area to another reasonably comparable location within reasonable proximity to the Appurtenant Parcel provided the Appurtenant Parcel shall at all times have access to River Road.

3. Notwithstanding anything herein to the contrary, in the event all or any portion of the Access Easement Area is deeded to or dedicated to the Borough of Edgewater, New Jersey or any other public entity as a public street or access way, the interest of Grantee, its mortgagees and tenants in and to such portion of the Access Easement Area hereunder shall terminate and be of no force or effect, provided that the Appurtenant Parcel shall have access to a public street.

DB

4. Ownership of Lot 1 in Block 99 by Grantor remains in all respects vested in the Grantor, and the use and enjoyment of all such portions of the Grantor's property is retained in perpetuity by and for each entity constituting Grantor, as the case may be, subject to the provisions of the easement granted hereby.

5. The parties hereto represent and warrant to each other that it has the right, power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and this Agreement has been duly authorized, executed and delivered by it and is a valid and binding obligation of it enforceable against it in accordance with the terms hereof.

6. Grantee covenants and agrees to indemnify, defend and save harmless Grantor from and against any and all claims, actions, liabilities and expenses (including reasonable attorney's fees and disbursements) suffered or incurred in connection with or arising from or relating to (i) the use and occupancy of the Easement Area including any injuries to or death to any persons or damages to any property (except if caused by the act or omission of the Grantor or any party claiming by, under or through the Grantor), and (ii) any default or breach on the part of Grantee in the performance or observance of any agreements of Grantee to be performed or observed under the terms of this Agreement.

7. The rights and obligations hereunder shall run with the land and inure to and be binding upon the successors and assigns of the parties hereto.

8. This Agreement may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of any party hereto, but only by an agreement in writing signed by both parties hereto.

9. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.

10. This Agreement contains the entire agreement of the parties hereto and thereto in respect of the transactions contemplated hereby and thereby, and all prior agreements among or between such parties, whether oral or written, are superseded by the terms of this Agreement.


11. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one agreement.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to the conflicts of laws rules thereof.


13. This Agreement shall be recorded in the Office of the Clerk/Register of Bergen County, New Jersey.

IN WITNESS WHEREOF, Grantor and Grantee have executed this indenture as of the day and year first above written.

LPARK EDGEWATER LLC, Grantor


By: 
Name: _____
Title: *Joseph Cotter*
President

LPARK EDGEWATER LLC, Grantee

By: 
Name: _____
Title: *Joseph Cotter*
President

STATE OF New York)
COUNTY OF Westchester) ss.:


On the 28 day of Jun, 2012, before me, the undersigned, personally appeared Joseph Cotter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument the individual or the person upon behalf of which the individual acted executed the instrument.


Signature and Office of individual
taking acknowledgement

DANIEL SCHUYLER
Notary Public, State of New York
No. 01SC5084025
Qualified in Orange County
Commission Expires Aug. 25, 2013

STATE OF New York)
COUNTY OF Westchester) ss.:

On the 28 day of Jun, 2012, before me, the undersigned, personally appeared Joseph Cotter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument the individual or the person upon behalf of which the individual acted executed the instrument.


Signature and Office of individual
taking acknowledgement

DANIEL SCHUYLER
Notary Public, State of New York
No. 01SC5084025
Qualified in Orange County
Commission Expires Aug. 25, 2013

STABFUND (USA) INC. hereby consents to the execution and delivery of this Agreement and agrees to subordinate to this Agreement those mortgages and the notes secured thereby as set forth on Exhibit E attached hereto, and all documents executed and delivered in connection therewith, encumbering the Easement Parcel.

STABFUND (USA) INC.,
a Delaware corporation

By: UBS AG, New York Branch,
its investment manager

By: 

Name: Bessie T. Giannopoulos
Title: Executive Director

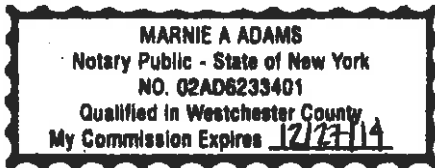
By: 

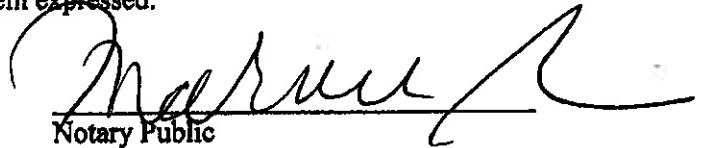
Name: Juan F. Gonzalez
Title: Executive Director

Access Easement

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

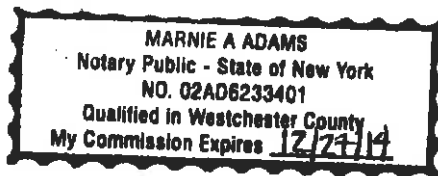
BE IT REMEMBERED, that on this 28th day of June, 2012, before me, the subscriber, a notary public of the State of New York, personally appeared Prasac T. Giannopoulos, who, being by me duly sworn on his/her oath, deposed and made proof to my satisfaction that he/she is the Executive Director of UBS AG, New York Branch, the investment manager of STABFUND (USA) INC., the corporation named in the within instrument, and the person who has signed the within instrument; and I have first made known to them the contents thereof, he/she did acknowledge that he/she signed, and delivered the same as such officer on behalf of the corporation, as its voluntary act and deed, made by virtue of authority from its board of directors, for the uses and purposes therein expressed.

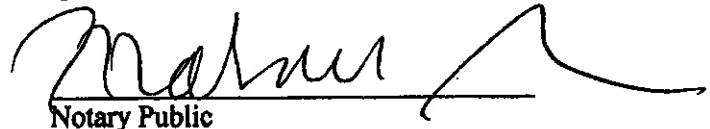



Notary Public

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

BE IT REMEMBERED, that on this 28th day of June, 2012, before me, the subscriber, a notary public of the State of New York, personally appeared John F. Gonzalez, who, being by me duly sworn on his/her oath, deposed and made proof to my satisfaction that he/she is the Executive Director of UBS AG, New York Branch, the investment manager of STABFUND (USA) INC., the corporation named in the within instrument, and the person who has signed the within instrument; and I have first made known to them the contents thereof, he/she did acknowledge that he/she signed, and delivered the same as such officer on behalf of the corporation, as its voluntary act and deed, made by virtue of authority from its board of directors, for the uses and purposes therein expressed.




Notary Public

Access Easement

Exhibit A

Description of Encumbered Parcel

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Edgewater, County of Bergen, State of New Jersey

BEGINNING at the intersection of the easterly side or line of River Road, as now laid out, and the division line between the counties of Hudson and Bergen and running thence,

1. North 12 degrees 05 minutes 49 seconds West, a distance of 41.82 feet, thence;
2. North 12 degrees 05 minutes 49 seconds West, a distance of 100.62 feet, thence;
3. North 12 degrees 17 minutes 58 seconds West, a distance of 16.23 feet, thence;
4. Northerly along a curve to the left, having an arc distance of 155.99 feet, a radius of 106630 feet, a central angle of 8 degrees 22 minutes 55 seconds, and being subtended by a chord bearing North 02 degrees 24 minutes 29 seconds East, 155.85 feet, thence;
5. North 01 degree 46 minutes 59 seconds West, a distance of 276.21 feet, thence;
6. Northerly along a curve to the right, having an arc distance of 176.02 feet, a radius of 860.00 feet, a central angle of 11 degrees 43 minutes 37 seconds, and being subtended by a chord bearing North 04 degrees 04 minutes 45 seconds East, 175.71 feet, thence;
7. North 09 degrees 56 minutes 34 seconds East, a distance of 100.95 feet, thence;
8. Northerly along a curve to the right, having an arc distance of 380.52, a radius of 890.00 feet, a central angle of 24 degrees 29 minutes 48 seconds, and being subtended by a chord bearing North 22 degrees 11 minutes 28 seconds East, 377.63 feet, thence;
9. North 34 degrees 26 minutes 22 seconds East, a distance of 370.67 feet, thence;
10. Northerly along a curve to the left, having an arc distance of 69.88 feet, a radius of 2010.00 feet, a central angle of 1 degree 59 minutes 31 seconds, and being subtended by a chord bearing North 33 degrees 26 minutes 37 seconds East, 69.88 feet to a point of cusp; thence;
11. South 56 degrees 57 minutes 31 seconds East a distance of 580.86 feet;
12. Easterly along a curve to the left, having an arc distance of 73.07 feet, a radius of

680.75 feet, a central angle of 6 degrees 09 minutes 00 seconds, and being subtended by a chord bearing South 60 degrees 01 minute 14 seconds East, 73.04 feet, thence;

13. South 63 degrees 05 minutes 44 seconds East, a distance of 241.53 feet, thence;
14. South 63 degrees 15 minutes 44 seconds East, a distance of 433.87 feet, thence;
15. South 63 degrees 15 minutes 44 seconds East, a distance of 300.00 feet, thence;
16. South 26 degrees 35 minutes 46 seconds West, a distance of 88.83 feet, thence;
17. South 63 degrees 15 minutes 44 seconds East, a distance of 416.66 feet, thence;
18. South 28 degrees 39 minutes 09 seconds West, a distance of 306.62 feet, thence;
19. South 28 degrees 39 minutes 09 seconds West, a distance of 329.58 feet, thence;
20. South 28 degrees 39 minutes 09 seconds West, a distance of 205.08 feet, thence;
21. North 63 degrees 21 minutes 04 seconds West, a distance of 620.89 feet, thence;
22. North 63 degrees 21 minutes 04 seconds West, a distance of 65.58 feet, thence;
23. North 63 degrees 21 minutes 04 seconds West, a distance of 716.23 feet, thence;
24. South 33 degrees 29 minutes 29 seconds West, a distance of 52.27 feet, thence;
25. South 19 degrees 34 minutes 27 seconds West, a distance of 50.06 feet, thence;
26. South 11 degrees 40 minutes 41 seconds West, a distance of 76.34 feet, thence;
27. South 27 degrees 51 minutes 48 seconds West, a distance of 50.22 feet, thence;
28. South 15 degrees 35 minutes 36 seconds West, a distance of 50.36 feet, thence;
29. South 30 degrees 37 minutes 51 seconds West, a distance of 126.29 feet, thence;
30. South 16 degrees 20 minutes 50 seconds West, a distance of 75.43 feet, thence;
31. South 03 degrees 12 minutes 12 seconds East, a distance of 27.73 feet, thence;
32. South 29 degrees 16 minutes 28 seconds East, a distance of 24.21 feet, thence;
33. South 24 degrees 20 minutes 42 seconds West, a distance of 60.03 feet, thence;

34. South 56 degrees 07 minutes 39 seconds West, a distance of 18.03 feet, thence;
35. South 31 degrees 42 minutes 39 seconds East, a distance of 30.14 feet, thence;
36. North 59 degrees 05 minutes 49 seconds West, a distance of 335.00 feet to the point of BEGINNING.

EXCEPTING THEREOUT AND THEREFROM Lot 1.08, Block 99 conveyed to Edgewater Hudson, LLC by Deed dated June 22, 2009 and recorded July 13, 2009 in Deed Book V-169, Page 1533 and described as follows:

BEGINNING at the southwesterly corner of Lot 1.04 Block 99 as laid out on a certain map entitled "Major Subdivision, Block 99, Lots 1, 3, 4 & 5". prepared by Paulus Sokolowski and Saltor, LLC on 12/12/2007, last revised on 9/24/2008 and running; thence

Along the northerly right of way line of Road I the follow 6 courses:

1. Norm 59 degrees 59 minutes 03 seconds West a distance of 146.13 feet to a point of curvature; thence;
2. Along a curve to the right, having a radius of 25.00 feet, an arc length of 1852, end whose chord bears Norm 38 degrees 45 minutes 40 seconds West a chord distance of 18.10 feet to a point of tangency; thence;
3. North degrees 32 minutes 17 seconds West a distance of 25.34 feet to a point of curvature; thence;
4. Along a curve to the left, having a radius of 25.00 feet, an arc length of 19.39, and whose chord bears North 39 degrees 45 minutes 19 seconds West a chord distance of 18.91 feet to a point of tangency; thence;
5. North 61 degrees 58 minutes 21 seconds West a distance of 38.18 feet to a point of curvature; thence;
6. Along a curve to me right, having a radius of 25.00 feet, an arc length of 7.83, and whose chord bears North 52 degrees 59 minutes 51 seconds West, a chord distance of 7.80 feet to a point of cusp; thence;

Along Lot 1.17, Block 99 the following 3 courses;

7. North 34 degrees 26 minutes 26 seconds East, a distance of 212.10 feet to a point; thence;
8. South 55 degrees 33 minutes 32 seconds East a distance of 35.03 feet to a point;

thence;

9. South 34 degrees 26 minutes 26 seconds West a distance of 56.98 feet to a point; thence;
10. Along the southerly lines of Lots 1.17 and 1.12 Block 99, South 59 degrees 59 minutes 03 seconds East a distance of 35.41 feet to a point; thence;

Along Lot 1.12, Block 99 the following 3 courses:

11. North 30 degrees 00 minutes 57 seconds East a distance of 12.56 feet to a point; thence;
12. South 59 degrees 59 minutes 03 seconds East a distance 107.61 feet to a point; thence;
13. South 30 degrees 00 minutes 57 seconds West a distance of 5.00 feet to a point, thence;
14. Along the southerly line of Lots 1.12 and 1.13. Block 99, South 59 degrees 59 minutes 03 seconds East a distance of 55.43 feet to a point; thence;
15. Along a westerly line of Ijot 1.13, the westerly terminus of Road I and the westerly line of Lot 1.04, Block 99, South 30 degrees 00 minutes 57 seconds West a distance of 189.33 feet to the point and place of BEGINNING.

ALSO EXCEPTING THEREOUT AND THEREFROM Lot 1.12, Block 99 conveyed to 75 River Road Edgewater, LLC by deed dated May 11, 2010 and recorded June 17, 2010 in Deed Book V-455 Page 300 and described as follows:

BEING known and designated as Block 99, Lot 1.12 as shown on a certain map entitled "Proposed Subdivision Block 99, Lot" said map was filed in the Bergen County Clerk's Office on April 23, 2010 as Map No. 9519.

BEGINNING at a point in the easterly right-of-way line of River Road (variable width), said point being South 34 degrees 26 minutes 26 seconds West, a distance of 18.09 feet from the sixth terminus of me whole tract and running; thence;

1. South 56 degrees 57 minutes 27 seconds East, a distance of 199.00 feet to a point; thence;
2. South 32 degrees 50 minutes 14 seconds West, a distance of 134.16 feet to a point in the northerly line of Lot 1.08, Block 99; thence following six courses along said lot line;

3. North 59 degrees 59 minutes 03 seconds West, a distance of 5.67 feet to a point; thence;
4. North 30 degrees 00 minutes 57 seconds East, a distance of 5.00 feet to a point; thence;
5. North 59 degrees 59 minutes 03 seconds West, a distance of 107.61 feet to a point; thence;
6. South 30 degrees 00 minutes 57 seconds West, a distance of 12.56 feet to a point; thence;
7. North 59 degrees 59 minutes 03 seconds West, a distance of 35.41 feet to a point; thence;
8. North 34 degrees 26 minutes 26 seconds East, a distance of 56.98 feet to a point; thence;
9. North 55 degrees 33 minutes 38 seconds West, a distance of 35.03 feet to a point; thence;
10. Along the westerly line of Lot 1.08, Block 99, South 34 degrees 26 minutes 26 seconds West, a distance of 212.10 feet to a point of cusp in the northerly line of Lot 1, Block 99; thence;
11. Along a curve to the right, having a radius of 24.98 feet, an arc length of 34.24 feet, and whose chord bears North 04 degrees 47 minutes 29 seconds West, a distance of 31.62 feet to a point of tangency in the easterly right-of-way line of River Road; thence;
12. Along the easterly right-of-way line of River Road, North 34 degrees 26 minutes 26 seconds East, a distance of 278.89 feet to the point and place of BEGINNING.

NOTE: Being Lot(s) 1,3,4,5, Block 99, Tax Map of the Borough of Edgewater, County of Bergen. NOTE: Lot and Block shown for informational purposes only.

ALSO EXCEPTING THEREOUT AND THEREFROM Lot 1.03, Block 99 described as follows:

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

BEING KNOWN and Designated as Lot 1.03, Block 99, as shown and laid out on proposed subdivision map entitled: "I. Park Edgewater LLC, proposed Lot 1.03, 1.04,

1.05, 1.07, Subdivision, Block 99, Lot 1, Borough of Edgewater, Bergen County, NJ.", prepared by PS & S, LLC, Warren, New Jersey, dated July 6, 2010, for Owner/Applicant I. Park Edgewater, LLC, Edgewater, N.J.

BEING MORE Particularly described as:

BEGINNING at Northwesterly corner of Proposed Lot 1.03 In Block 99, said point being the following two courses from the Southeasterly corner of Lot 1.08 in Block 99 as shown on a map entitled: "Proposed Subdivision, Block 99, Lot 1, I.Park Edgewater, LLC, 45 River Road, Edgewater, NJ 07020", prepared by Paulus, Sokolowski and Sartor, LLC, dated 1/6/2010, and filed in the Bergen County Clerk's office on 3/22/2010 as Map No. 9519

- a) South 59 degrees, 59 minutes, 03 seconds East, a distance of 235.02 feet to a point;
- b) North 30 degrees, 00 minutes, 57 seconds East, a distance of 24.00 to a point; and running thence:
 - 1) North 30 degrees, 00 minutes, 57 seconds East, a distance of 55.50 feet to a point, thence
 - 2) South 59 degrees, 59 minutes, 03 seconds East, a distance of 151.00 feet to a point, thence
 - 3) South 30 degrees, 00 minutes, 57 seconds West, a distance of 69.50 feet to a point of curvature, thence
 - 4) Along a curve to the right, having a radius of 10.00 feet, an arc length of 15.71 feet, and whose chord bears South 75 degrees, 00 minutes, 57 seconds West, a chord distance of 14.14 feet to a point of tangency, thence
 - 5) North 59 degrees, 59 minutes, 03 seconds West, a distance of 117.00 feet to a point of cusp, thence
 - 6) Along a curve to the left, having a radius of 55.00 feet, an arc length of 34.49, and whose chord bears North 14 degrees, 59 minutes, 03 seconds West, a chord distance of 33.93 feet to the POINT OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY: SAID description is in accordance with a draft survey made by PS&S, LLC, dated August 11, 2010.

FOR INFORMATIONAL PURPOSES ONLY: MORE COMMONLY known as 45 River Road, Edgewater, New Jersey.

FOR INFORMATIONAL PURPOSES ONLY: BEING known as Lot 1.03, Block 99 on the current tax map of the Borough of Edgewater, County of Bergen, New Jersey.

ALSO EXCEPTING THEREOUT AND THEREFROM Lot 1.05, Block 99
described as follows:

BEING KNOWN and Designated as Lot 1.05, Block 99, as shown and laid out on proposed subdivision map entitled: "I. Park Edgewater LLC, proposed Lot 1.03, 1.04, 1.05, 1.07, Subdivision, Block 99, Lot 1, Borough of Edgewater, Bergen County, NJ.", prepared by PS & S, LLC, Warren, New Jersey, dated July 6, 2010, for Owner/Applicant I. Park Edgewater, LLC, Edgewater, N.J.

BEING MORE Particularly described as:

BEGINNING at the Northeasterly corner of Proposed Lot 1.05 in Block 99, said point being distant 161.75 feet on a bearing of South 30 degrees, 00 minutes, 57 seconds West, from the Northeast corner of Lot 1 in Block 99 as shown on a map entitled: "Proposed Subdivision, Block 99, Lot 1, I. Park Edgewater, LLC, 45 River Road, Edgewater, NJ 07020", prepared by Paulus, Sokolowski and Sartor, LLC, dated 1/6/2010, and filed in the Bergen County Clerk's Office on 3/22/2010, as Map No. 9519; and running thence:

- 1) South 30 degrees, 00 minutes, 57 seconds West, a distance of 88.07 feet to a point, thence
- 2) North 59 degrees, 59 minutes, 03 seconds West, a distance of 215.53 feet to a point, thence
- 3) North 30 degrees, 00 minutes, 57 seconds East, a distance of 64.07 feet to a point of cusp, thence
- 4) Along a curve to the left, having a radius of 55.00 feet, an arc length of 34.49, and whose chord bears North 75 degrees, 00 minutes, 57 seconds East, a chord distance of 33.93 feet to a point of cusp, thence
- 5) South 59 degrees, 59 minutes, 03 seconds East, a distance of 191.53 feet to the POINT OF BEGINNING.

SUBJECT TO A 30.00 Foot Wide Waterfront Walkway Easement as shown on a map entitled: "Major Subdivision, Block 99, Lots 1, 3, 4 & 5, Borough of Edgewater, Bergen County, NJ", prepared by Paulus, Sokolowski and Sartor, LLC, dated and revised to 3/25/2009, and filed in the Bergen County Clerk's Office on 5/19/2009, as Map Mo. 9512.

FOR INFORMATIONAL PURPOSES ONLY: SAID description is in accordance with a draft survey made by PS&S, LLC, dated August 11, 2010.

FOR INFORMATIONAL PURPOSES ONLY: MORE COMMONLY known as 45 River Road, Edgewater, New Jersey.

FOR INFORMATIONAL PURPOSES ONLY: BEING known as Lot 1.05, Block 99 on the current tax map of the Borough of Edgewater, County of Bergen, New Jersey.

ALSO EXCEPTING THEREOUT AND THEREFROM Lot 1.09, Block 99 described as follows:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the BOROUGH of EDGEWATER County of BERGEN State of New Jersey:

BEING known and designated as Lot 1.09 in Block 99 as shown on a certain map entitled "Proposed Subdivision Block 99, Lot 1, Borough of Edgewater, Bergen County, N.J." filed in the Bergen County Clerk's Office on April 23, 2010 as Map No. 9519.

BEING more particularly described in accordance with a Survey prepared by Francis C. Wecht, Jr., P.L.S., dated April 12, 2011 as follows:

BEGINNING at a point of curvature marked by an iron pin set in the Easterly right-of-way line of River Road, and running; thence:

1. Along the Easterly right-of-way line of River Road on a curve to the right, having a radius of 890,000 feet, an arc length of 323.47, and whose chord bears North 20°21'21" East a chord distance of 321.69 feet to a point of compound curvature on the same; thence
2. Along a curve to the right, having a radius of 25.00 feet, an arc length of 38.94, and whose chord bears North 75°23'31" East a chord distance of 35.12 feet to a point of tangency; thence
3. South 59°59'03" East a distance of 179.68 feet to a point of curvature; thence
4. Along a curve to the right, having a radius of 5.00 feet, an arc length of 7.85, and whose chord bears South 14°59'03" East a chord distance of 7.07 feet to a point of tangency; thence
5. South 30°00'57" West a distance of 430.12 feet to a point; thence
6. North 59°59'03" West a distance of 121.60 feet to the point in the Easterly right-of-way line of River Road
7. Along the Easterly right-of-way of River Road North 09°56'38" East a distance of 99.36 feet to a point and place of BEGINNING.

TOGETHER with and subject to an Easement For Access To Property about to be recorded in the Bergen County Clerk's Office. Being more particularly described therein.

COMMONLY known as: 45 RIVER ROAD, EDGEWATER, NEW JERSEY

IN COMPLIANCE with Chapter 157, Laws of 1977, premises herein are Block 99, Lot 1, 3, 4, 5 on the tax map of the above municipality.

ALSO EXCEPTING THEREOUT AND THEREFROM all that certain Lot, piece or parcel of land erected, situated, lying and being in the Borough of Edgewater, County of Bergen, State of New Jersey:

BEGINNING at a point marked by a nail/disk set at the northeast corner of Lot 1, in Block 99 and running thence following three courses along the northerly line of said Lot 1, Block 99.

- (1) South 56 degrees 57 minutes 27 seconds East, a distance of 298.81 feet to a point of curvature; thence
- (2) Along a curve to the left, having a radius of 680.75 feet, an arc length of 72.92 feet, and whose chord bears South 60 degrees 01 minute 33 seconds East a chord distance of 72.88 feet to a point of tangency; thence
- (3) South 63 degrees 05 minutes 40 seconds East, a distance of 208.28 feet to a point; thence
- (4) South 26 degrees 54 minutes 20 seconds West, a distance of 62.00 feet to a point; thence
- (5) North 63 degrees 05 minutes 40 seconds West, a distance of 208.28 feet to a point of curvature; thence
- (6) Along a curve to the right, having a radius of 742.75 feet, an arc length of 79.56 feet, and whose chord bears North 60 degrees 01 minute 33 seconds West, a chord distance of 79.52 feet to a point of tangency; thence
- (7) North 56 degrees 57 minutes 27 seconds West, a distance of 298.81 feet to a point in the easterly line of Lot 1, Block 99; thence
- (8) Along said easterly line, North 33 degrees 02 minutes 33 seconds East, a distance of 62.00 feet to the POINT OF BEGINNING.

NOTE: Being Lot(s) To Become a Part of Lot 3.02, Block 96 formerly part of Lot: 1, Block: 99 as show on Filed Map No. 9526, filed October 6, 2010 and Tax Map of the Borough of Edgewater, County of Bergen, State of New Jersey.

ALSO EXCEPTING THEREOUT AND THEREFROM all that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Edgewater, County of Bergen, State of New Jersey

BEGINNING at the southwesterly corner of Proposed Lot 1.02 as shown on a map entitled "Proposed Lots 1.02, & 1.04 Subdivision Block 99, Lot 1, Borough of Edgewater, Bergen County, New Jersey", as prepared by Paulus, Sokolowski and Sartor, LLC, dated May 27, 2011 and revised to June 27, 2011, not filed as of this date and running thence;

- 1. Along the easterly line of Lot 1.08, Block 99, North 30 degrees 00 minutes 57 seconds East a distance of 189.34 feet to a point; thence**
- 2. Along the northerly line of Lot 1.08, Block 99, North 59 degrees 59 minutes 03 seconds West a distance of 49.76 feet to a point at the southeasterly corner of Lot 1.12, Block 99; thence**
- 3. Along the easterly line of Lot 1.12, North 32 degrees 50 minutes 14 seconds East a distance of 134.16 feet to a point in the southerly line of Lot 3.02, Block 96, thence, the following three (3) courses along said southerly line;**
- 4. South 56 degrees 57 minutes 27 seconds East a distance of 84.15 feet to a point; thence**
- 5. North 33 degrees 02 minutes 33 seconds East a distance of 25.96 feet to a point; thence**
- 6. South 56 degrees 57 minutes 27 seconds East a distance of 156.00 feet to a point; thence**
- 7. Along the westerly line of Proposed Lot 1.06, South 30 degrees 00 minutes 57 seconds West a distance of 307.90 feet to a point of cusp; thence**
- 8. Along the northerly line of Proposed R.O.W. Lot 1.17, on a curve to the left having a radius of 55.00 feet, an arc distance of 48.34 feet, a central angle of 50 degrees 21 minutes 43 seconds, whose chord bears South 82 degrees 13 minutes 57 seconds West a chord distance of 46.80 feet to a point of cusp; thence**
- 9. Along said northerly line, North 59 degrees 59 minutes 03 seconds West a distance of 161.03 feet to the point of BEGINNING.**

NOTE: Being Lot(s) 1.02, Block 99, Tax Map of the Borough of Edgewater, County of Bergen.

ALSO EXCEPTING THEREOUT AND THEREFROM THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY, AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN TRACT, PARCEL AND LOT OF LAND LYING AND BEING SITUATE IN THE BOROUGH OF EDGEWATER, COUNTY OF BERGEN, STATE OF NEW JERSEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING KNOWN AND DESIGNATED AS LOT 1.14 IN BLOCK 99, AS SHOWN ON A CERTAIN FILED MAP ENTITLED "PROPOSED LOT 1.14, SUBDIVISION BLOCK 99, LOT 1" DULY FILED IN THE OFFICE OF THE CLERK/REGISTER OF BERGEN COUNTY, ON JULY 21, 2011, AS MAP NO. 9540.

BEGINNING AT THE NORTHWESTERLY CORNER OF PROPOSED LOT 1.14 AS SHOWN ON A MAP ENTITLED "PROPOSED LOT 1.14 SUBDIVISION BLOCK 99, LOT 1, BOROUGH OF EDGEWATER, BERGEN COUNTY, NEW JERSEY," FILED IN BERGEN COUNTY CLERK' OFFICE ON OCTOBER 6, 2010, FILED MAP NO. 9540 AND RUNNING THENCE;

- 1. SOUTH 59 DEGREES 59 MINUTES 03 SECONDS EAST, A DISTANCE OF 224.14 FEET TO A POINT, SAID POINT BEING THE NORTHEASTERLY CORNER OF LOT 1.14, THENCE THE FOLLOWING 12 COURSES ALONG THE EASTERLY LINE OF LOT 1.14, BLOCK 99;**
- 2. SOUTH 30 DEGREES 00 MINUTES 57 SECONDS WEST, A DISTANCE OF 164.60 FEET TO A POINT, THENCE;**
- 3. NORTH 59 DEGREES 59 MINUTES 03 SECONDS WEST, A DISTANCE OF 16.38 FEET TO A POINT, THENCE;**
- 4. SOUTH 30 DEGREES 00 MINUTES 57 SECONDS WEST, A DISTANCE OF 61.99 FEET TO A POINT OF CURVATURE, THENCE;**
- 5. ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, AN ARC DISTANCE OF 23.75 FEET, A CENTRAL ANGLE OF 38 DEGREES 52 MINUTES 36 SECONDS, WHOSE CHORD BEARS SOUTH 49 DEGREES 27 MINUTES 15 SECONDS WEST, A DISTANCE OF 23.30 FEET TO A POINT OF TANGENCY, THENCE;**
- 6. SOUTH 68 DEGREES 53 MINUTES 33 SECONDS WEST, A DISTANCE OF 19.73 FEET TO AN ANGLE POINT, THENCE;**
- 7. SOUTH 30 DEGREES 00 MINUTES 57 SECONDS WEST, A DISTANCE OF 10.00 FEET TO A POINT OF CURVATURE, THENCE;**

8. ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET, AN ARC DISTANCE OF 15.71 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, WHOSE CHORD BEARS SOUTH 75 DEGREES 00 MINUTES 57 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A POINT OF CUSP, THENCE;

9. SOUTH 30 DEGREES 00 MINUTES 57 SECONDS WEST, A DISTANCE OF 210.00 FEET TO A POINT OF CUSP, THENCE;

10. ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 15.71 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, WHOSE CHORD BEARS SOUTH 14 DEGREES 59 MINUTES 03 SECONDS EAST, A DISTANCE OF 14.14 FEET TO A POINT OF TANGENCY, THENCE;

11. SOUTH 30 DEGREES 00 MINUTES 57 SECONDS WEST, A DISTANCE OF 10.00 FEET TO AN ANGLE POINT, THENCE;

12. SOUTH 08 DEGREES 51 MINUTES 39 SECONDS EAST, A DISTANCE OF 13.71 FEET TO A POINT OF CURVATURE, THENCE;

13. ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 22.31 FEET, A CENTRAL ANGLE OF 25 DEGREES 33 MINUTES 56 SECONDS, WHOSE CHORD BEARS SOUTH 03 DEGREES 55 MINUTES 18 SECONDS WEST, A DISTANCE OF 22.13 FEET TO A POINT OF CUSP, SAID POINT BEING THE SOUTHEASTERLY CORNER OF LOT 1.14, THENCE;

14. ALONG THE SOUTHERLY LINE OF LOT 1.14, NORTH 59 DEGREES 59 MINUTES 03 SECONDS WEST A DISTANCE OF 206.16 FEET TO A POINT, SAID POINT BEING THE SOUTHWESTERLY CORNER OF LOT 1.14, THENCE;

15. ALONG THE WESTERLY LINE OF LOT 1.14, ON A CURVE TO THE LEFT, HAVING A RADIUS OF 170.00 FEET, AN ARC LENGTH OF 8.37 FEET, A CENTRAL ANGLE OF 02 DEGREES 49 MINUTES 12 SECONDS, WHOSE CHORD BEARS NORTH 31 DEGREES 25 MINUTES 33 SECONDS EAST, A DISTANCE OF 8.37 FEET TO A POINT OF TANGENCY, THENCE;

16. ALONG SAID WESTERLY LINE, NORTH 30 DEGREES 00 MINUTES 57 SECONDS EAST, A DISTANCE OF 536.11 FEET TO THE POINT OF BEGINNING.

BEING ALSO KNOWN AS (REPORTED FOR INFORMATIONAL PURPOSES ONLY):

BEING A PORTION OF LOT 1, 3, 4 & 5, BLOCK 99, ON THE OFFICIAL TAX MAP OF THE BOROUGH OF EDGEWATER, BERGEN COUNTY, NEW JERSEY

B

Exhibit B
Description of Appurtenant Parcel

LOT 1.07, BLOCK 99
BOROUGH OF EDGEWATER
BERGEN COUNTY, NEW JERSEY

BEGINNING at a point being the northwesterly corner of Lot 1.07, Block 99, as shown on a map entitled "I.Park Edgewater, LLC, Proposed Lots 1.03, 1.04, 1.05, 1.07, Subdivision, Block 99, Lot 1, Borough of Edgewater, Bergen County, N.J., dated July 6, 2010, and filed in the Bergen County Clerk's office on October 6, 2010 as map no. 9526, said point being the following two (2) courses from the southeasterly corner of Lot 1.08, Block 99,

- a) North 59°59'03" West a distance of 11.98 feet to a point, thence;
- b) South 30°00'57" West a distance of 50.00 feet to the point of beginning, and running thence;
 1. South 59°59'03" East a distance of 173.00 feet to a point of curvature, thence;
 2. On a curve to the left having a radius of 55.00 feet, an arc length of 34.49 feet, whose chord bears South 14°59'03" East a chord distance of 33.93 feet to a point of tangency, thence;
 3. South 30°00'57" West a distance of 51.00 feet to a point of curvature, thence;
 4. On a curve to the right having a radius of 5.00 feet, an arc length of 7.85 feet, whose chord bears South 75°00'57" West a chord distance of 7.07 feet to a point of tangency, thence;
 5. North 59°59'03" West a distance of 192.00 feet to a point, thence to a point of curvature, thence;
 6. On a curve to the right having a radius of 5.00 feet, an arc length of 7.85 feet, whose chord bears North 14°59'03" West a chord distance of 7.07 feet to a point of tangency, thence;
 7. North 30°00'57" East a distance of 70.00 feet to a point of curvature, thence;
 8. On a curve to the right having a radius of 5.00 feet, an arc length of 7.85 feet, whose chord bears North 75°00'57" East a chord distance of 7.07 feet to the **POINT OF BEGINNING.**

Containing an area of 15,795 square feet or 0.363 acres as calculated by Paulus, Sokolowski and Sartor, LLC in June, 2012.

Exhibit C

**Copy of Survey
(see attached)**

Exhibit D

Description of Access Easement Area

ACCESS EASEMENT TO LOT 1.07, BLOCK 99
BOROUGH OF EDGEWATER, BERGEN COUNTY, NEW JERSEY

The parcel described being a access easement to Lot 1.07, Block 99, said access easement runs over a part of proposed private road right-of-way of Road A, as shown on a map entitled "Proposed Lots 1.02 & 1.04 Subdivision Block 99, Lot 1, Borough of Edgewater, Bergen County, New Jersey", dated May 27, 2011, revised to June 27, 2011, filed in Bergen County Clerk's Office on December 15, 2011, Filed Map No. 9542.

BEGINNING at a point, said point being an intersection of the easterly right-of-way line of River Road (variable width) with the northerly line of Road I (private right-of-way), and running thence.

1. Along a curve to the left, having a radius of 25.00 feet, an arc length of 42.07, and whose chord bears South 13 degrees 45 minutes 59 seconds East a chord distance of 37.28 feet to a point of tangency, thence
2. South 61 degrees 58 minutes 21 seconds East a distance of 38.18 feet to a point of curvature, thence
3. Along a curve to the right, having a radius of 25.00 feet, an arc length of 19.39 feet, and whose chord bears South 39 degrees 45 minutes 19 seconds East a chord distance of 18.91 feet to a point of tangency, thence
4. South 17 degrees 32 minutes 17 seconds East a distance of 25.34 feet to a point of curvature, thence
5. Along a curve to the left, having a radius of 25.00 feet, an arc length of 18.52 feet, and whose chord bears South 38 degrees 45 minutes 40 seconds East a chord distance of 18.10 feet to a point of tangency, thence
6. South 59 degrees 59 minutes 03 seconds East a distance of 381.15 feet to a point, thence
7. South 30 degrees 00 minutes 57 seconds West a distance of 50.00 to a point, thence
8. North 59 degrees 59 minutes 03 seconds West a distance of 481.68 feet to a point of curvature, thence
9. Along a curve to the left, having a radius of 25.00 feet, an arc length of 38.94 feet, and whose chord bears South 75 degrees 23 minutes 31 seconds West a chord

distance of 35.12 feet to a point of cusp in the easterly right-of-way line of River Road, thence following two courses along said right-of-way,

10. Along a curve to the right, having a radius of 890.00 feet, an arc length of 57.05 feet , and whose chord bears North 32 degrees 36 minutes 15 seconds East a chord distance of 57.04 feet to a point of tangency, thence
11. North 34 degrees 26 minutes 26 seconds East a distance of 73.69 feet to the **POINT OF BEGINNING;**

Containing an area of 28,296 square feet or 0.650 acres more or less.

Exhibit E

Mortgage Schedule

MORTGAGE #1

Mortgage, Assignment of Leases and Rents and Security Agreement dated as of August 30, 2004, made by and between I.PARK EDGEWATER LLC, as borrower, and UBS REAL ESTATE INVESTMENTS INC., as lender, securing a single lien in the original amount of \$29,800,000.00 and recorded on October 20, 2004, in Mortgage Book 13890, Page 132, in the Bergen County Clerk/Register's Office, Bergen County, New Jersey;

- a) Which Mortgage, Assignment of Leases and Rents and Security Agreement was amended pursuant to that certain Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement dated as of November 10, 2006, by and between I.PARK EDGEWATER LLC, as borrower, and UBS REAL ESTATE INVESTMENTS INC., as lender, increasing the loan amount to \$36,800,000, and recorded on November 29, 2006, in Book 16403, Page 540, in the Bergen County Clerk/Register's Office, Bergen County, New Jersey;
- b) Which Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement was assigned to UBS REAL ESTATE SECURITIES INC., pursuant to that certain Assignment of Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement dated October 25, 2007, by and between UBS REAL ESTATE INVESTMENTS INC., as assignor, and UBS REAL ESTATE SECURITIES INC., as assignee, and recorded on December 5, 2007 in Book 1418, Page 229, in the Bergen County Clerk/Register's Office, Bergen County, New Jersey;
- c) Which Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement was modified pursuant to that certain Modification of Mortgage dated as of May 9, 2008 by and between I.PARK EDGEWATER LLC, as borrower, and UBS REAL ESTATE SECURITIES INC., as lender, and recorded July 29, 2008 in Book 1120, page 430 in the Bergen County Clerk/Register's Office, Bergen County, New Jersey;
- d) Which Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement as modified was further modified and assigned to STABFUND SUB CA AG, pursuant to that certain Modification and Assignment of Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement, dated as of April 2, 2009, by and between UBS REAL ESTATE SECURITIES INC., as assignor, and STABFUND SUB CA AG, as assignee, and recorded on April 22, 2009, in Book V-87, Page 2095, in the Bergen County Clerk/Register's Office, Bergen County, New Jersey;
- e) Which Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement as modified was further modified pursuant to that certain Partial

Release of Mortgage, Assignment of Leases and Rents and Security Agreement, dated June 22, 2009 by and between STABFUND SUB CA AG and I.PARK EDGEWATER LLC and recorded July 13, 2009 in Book V-169, Page 1586 in the Bergen County Clerk/Register's Office, Bergen County, New Jersey;

- f) Which Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement as modified was further modified and assigned to STABFUND (USA INC.) pursuant to that certain Modification and Assignment of Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement, dated as of June 22, 2009, by and between STABFUND SUB CA AG, as assignor, and STABFUND (USA INC.), as assignee, and recorded on November 2, 2009 in Book V-281, Page 139 in the Bergen County Clerk/Register's Office, Bergen County, New Jersey;
- g) Which Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement as modified was further modified pursuant to that certain Partial Release of Mortgage, Assignment of Leases and Rents and Security Agreement, dated May 21, 2010 by and between STABFUND (USA) INC. and I.PARK EDGEWATER LLC and recorded June 17, 2010 in Book V-455, Page 305 in the Bergen County Clerk/Register's Office, Bergen County, New Jersey;
- h) Which Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement as modified was further modified pursuant to that certain Partial Release of Mortgage, Assignment of Leases and Rents and Security Agreement, dated October 21, 2010 by and between STABFUND (USA) INC. and I.PARK EDGEWATER LLC and recorded October 22, 2010 in Book V-560, Page 1265 in the Bergen County Clerk/Register's Office, Bergen County, New Jersey;
- i) Which Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement as modified was further modified pursuant to that certain Partial Release of Mortgage, Assignment of Leases and Rents and Security Agreement, dated June 14, 2011 by and between STABFUND (USA) INC. and I.PARK EDGEWATER LLC and recorded June 20, 2011 in Book V-767, Page 528 in the Bergen County Clerk/Register's Office, Bergen County, New Jersey;
- j) Which Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement as modified was further modified pursuant to that certain Partial Release of Mortgage, Assignment of Leases and Rents and Security Agreement, dated December 20, 2011 by and between STABFUND (USA) INC. and I.PARK EDGEWATER LLC, and recorded January 27, 2012 in Book V-943, Page 534 in the Bergen County Clerk/Register's Office, Bergen County, New Jersey; and
- k) Which Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement as modified was further modified pursuant to that certain Partial Release of Mortgage, Assignment of Leases and Rents and Security Agreement, dated December 20, 2011 by and between STABFUND (USA) INC. and I.PARK

EDGEWATER LLC, and recorded _____ in Book V-962, Page 1104 in the Bergen County Clerk/Register's Office, Bergen County, New Jersey.

MORTGAGE #2

Additional Mortgage, Assignment of Leases and Rents and Security Agreement dated January 27, 2010 by and between I.PARK EDGEWATER LLC, as borrower, to STABFUND (USA) INC., as lender, recorded on February 2, 2010 in Book V-354, Page 2200, in the Bergen County Clerk/Register's Office, Bergen County, New Jersey, to secure a lien in the principal amount of \$1,300,000.00;

- a) Which Additional Mortgage, Assignment of Leases and Rents and Security Agreement was modified pursuant to that certain Partial Release of Mortgage, Assignment of Leases and Rents and Security Agreement, dated May 21, 2010 by and between STABFUND (USA) INC. and I.PARK EDGEWATER LLC and recorded June 17, 2010 in Book V-455, Page 305 in the Bergen County Clerk/Register's Office, Bergen County, New Jersey;
- b) Which Additional Mortgage, Assignment of Leases and Rents and Security Agreement was further modified pursuant to that certain Partial Release of Mortgage, Assignment of Leases and Rents and Security Agreement, dated October 21, 2010 by and between STABFUND (USA) INC. and I.PARK EDGEWATER LLC and recorded October 22, 2010 in Book V-560, Page 1265 in the Bergen County Clerk/Register's Office, Bergen County, New Jersey;
- c) Which Additional Mortgage, Assignment of Leases and Rents and Security Agreement was further modified pursuant to that certain Partial Release of Mortgage, Assignment of Leases and Rents and Security Agreement, dated June 14, 2011 by and between STABFUND (USA) INC. and I.PARK EDGEWATER LLC and recorded June 20, 2011 in Book V-767, Page 528 in the Bergen County Clerk/Register's Office, Bergen County, New Jersey;
- d) Which Additional Mortgage, Assignment of Leases and Rents and Security Agreement was further modified pursuant to that certain Partial Release of Mortgage, Assignment of Leases and Rents and Security Agreement, dated December 20, 2011 by and between STABFUND (USA) INC. and I.PARK EDGEWATER LLC, and recorded January 27, 2012 in Book V-943, Page 534 in the Bergen County Clerk/Register's Office, Bergen County, New Jersey; and
- l) Which Additional Mortgage, Assignment of Leases and Rents and Security Agreement was further modified pursuant to that certain Partial Release of Mortgage, Assignment of Leases and Rents and Security Agreement, dated December 20, 2011 by and between STABFUND (USA) INC. and I.PARK EDGEWATER LLC, and recorded _____ in Book V-962, Page 1104 in the Bergen County Clerk/Register's Office, Bergen County, New Jersey.

MORTGAGE #3

Second Additional Mortgage, Assignment of Leases and Rents and Security Agreement dated October 21, 2010 by and between I.PARK EDGEWATER LLC, as borrower, to STABFUND (USA) INC., as lender, recorded on December 7, 2010 in Book V-599, Page 198, in the Bergen County Clerk/Register's Office, Bergen County, New Jersey, to secure a lien in the principal amount of \$1,150,000.00;

- a) Which Second Additional Mortgage, Assignment of Leases and Rents and Security Agreement was modified pursuant to that certain Partial Release of Mortgage, Assignment of Leases and Rents and Security Agreement, dated June 14, 2011 by and between STABFUND (USA) INC. and I.PARK EDGEWATER LLC and recorded June 20, 2011 in Book V-767, Page 528 in the Bergen County Clerk/Register's Office, Bergen County, New Jersey; and
- b) Which Second Additional Mortgage, Assignment of Leases and Rents and Security Agreement was further modified pursuant to that certain Partial Release of Mortgage, Assignment of Leases and Rents and Security Agreement, dated December 20, 2011 by and between STABFUND (USA) INC. and I.PARK EDGEWATER LLC, and recorded January 27, 2012 in Book V-943, Page 534 in the Bergen County Clerk/Register's Office, Bergen County, New Jersey; and
- c) Which Second Additional Mortgage, Assignment of Leases and Rents and Security Agreement was further modified pursuant to that certain Partial Release of Mortgage, Assignment of Leases and Rents and Security Agreement, dated December 20, 2011 by and between STABFUND (USA) INC. and I.PARK EDGEWATER LLC, and recorded _____ in Book V-962, Page 1104 in the Bergen County Clerk/Register's Office, Bergen County, New Jersey.



John S. Hogan
Bergen County Clerk


Bergen County Clerk
One Bergen County Plaza
Hackensack, NJ 07601
(201) 336-7000
www.bergencountyclerk.org/



INSTRUMENT # 16-014894

V 02193 0237

RECORDED DATE: 02/23/2016 09:53:19 AM

Document Type: Deed	Transaction #: 7119078
	Document Page Count: 22
	Operator Id: CLERK
RETURN TO: BRYANT GONZALEZ ESQ SUZ 461 FROM ROAD PARAMUS NJ 07652	SUBMITTED BY:
PRIMARY NAME	SECONDARY NAME
I PARK EDGEWATER LLC	SUEZ WATER NEW JERSEY INCORPORATED
ASSOCIATED DOCUMENT(S):	
MUNICIPALITY: EDGEWATER LOT: 1.13 1.18 1.16 1.19 BLOCK: 99	INSTRUMENT #: 16-014894 Recorded Date: 02/23/2016 09:53:19 AM
FEES / TAXES:	I hereby CERTIFY that this document is recorded in the Clerk's Office in Bergen County, New Jersey.
Recording: \$253.00	
Total: \$253.00	<i>John S. Hogan</i> John S. Hogan Bergen County Clerk

OFFICIAL RECORDING COVER PAGE

Page 1 of 23

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

**NOTE: If document data differs from cover sheet, document data always supersedes.
*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.**

UTILITY EASEMENT BETWEEN SUEZ WATER NEW JERSEY
AND
I-PARK EDGEWATER, LLC

16-014894 Deed
V Bk: 02193 Pg: 0237-0259 Rec. Fee \$253.00
John S. Hogan, Bergen County Clerk
Recorded 02/23/2016 09:53:19 AM

Parcel 2843
Inves. 54050
Ext.No. X-36814

THIS INDENTURE, made this 3rd day of Feb Two Thousand Sixteen, between I-Park Edgewater, LLC, a Limited Liability Company in the State of Connecticut having its principal office at 485 West Putnam Avenue, Greenwich, CT 06830 hereinafter designated as the "Grantor," and SUEZ Water New Jersey, Inc. a corporation of the State of New Jersey, having its principal office at 461 From Road, Suite 400, Paramus, New Jersey 07652, hereinafter designated as the "Grantee,"

WITNESSETH THAT:


The Grantor, in consideration of the sum of One (\$1.00) Dollar, lawful money of the United States of America, to it in hand paid by the said Grantee, at or before the ensealing and delivery of these presents and other good and valuable consideration has granted, bargained, sold, aliened, remised, released, conveyed and confirmed and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the said Grantee and to its successors and assigns forever, the right to lay, construct, maintain, use, repair, relocate, replace and operate a certain water main or mains and appurtenances thereto in, upon, across and under the property of the Grantor situated in the Borough of Edgewater, in the County of Bergen, in the State of New Jersey and more particularly described in Schedule A-1 which is attached and expressly made a part hereof.

The enclosed described easement and right of way is also shown on the sketches entitled "Proposed Water Main Easement - Roads A & C, Lots 1.13 & 1.18, Lot 1.16 and Lot 1.19", which is annexed hereto and expressly made part hereof.

It is understood and agreed that no structures will be erected over the easement herein granted.

The Grantee shall have the right and privilege at any and all times to enter in and upon the said property or any part thereof, without notice, for the purpose of laying, constructing, maintaining, using, repairing, relocating, replacing and operating the said main or mains and appurtenances when necessary, upon the condition that it will repair any damage caused by it.

The said Grantor, for itself, its successors and assigns, does covenant with the said Grantee, its successors and assigns, that at the ensealing and delivery hereof, it is the true and lawful owner in fee simple of the above described premises and that the same are free and clear of all charges, liens and encumbrances whatsoever and that it

Prepared by: 
Bryant Gonzalez, Esq.



PROPOSED WATERMAIN EASEMENT 2
LOT 1.19, BLOCK 99
BOROUGH OF EDGEWATER
BERGEN COUNTY, NEW JERSEY

BEGINNING at a point, said point being North 30°00'57" East a distance of 14.45 feet from the southeasterly corner of Lot 1.19, Block 99, as shown on a map entitled "Subdivision, Block 99, Lot 1, Proposed Lots 1.04, 1.11, 1.13 & 1.15 to 1.19, Borough of Edgewater, Bergen County, N.J., dated April 14, 2014, and filed in the Bergen County Clerk's office on August 21, 2014 as Map No. 9582, and running thence;

1. North 59°59'03" West a distance of 10.48 feet to a point, thence;
2. North 30°00'57" East a distance of 10.00 feet to a point, thence;
3. South 59°59'03" East a distance of 10.48 feet to a point, thence;
4. South 30°00'57" West a distance of 10.00 feet to the **POINT OF BEGINNING**.

Containing an area of 105 square feet or 0.002 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
February 20, 2015

678 Mountain Blvd Ext
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Warren, NJ 07059
t. 732.560.9700

will warrant and forever defend the easement and right of way herein granted against all persons lawfully claiming or to claim the same.

TO HAVE AND TO HOLD the said easement and right of way unto the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its duly authorized officers the day and year first above written.

I-Park Edgewater, LLC

By: _____
Name: Joseph Cotter
Title: President

CONNECTICUT
STATE OF ~~NEW JERSEY~~)
Fairfield : ss.:
COUNTY OF ~~BERGEN~~)

BE IT REMEMBERED, that on this *3rd* day of *February* 201*6* in the County and State aforesaid, before me, the subscriber, personally appeared Joseph Cotter, who acknowledged under oath, to my satisfaction that this person signed, sealed and delivered the attached document as President of I-Park Edgewater and that this document was signed and made by the company as its voluntary act and deed by virtue of authority from its Board of Managers.


Notary Public of ~~New Jersey~~
Connecticut



Record and Return To:
Bryant Gonzalez, Esq.
SUEZ
461 From Road
Paramus, NUJ 07652



PROPOSED WATERMAIN EASEMENT
IN ROAD "A" & ROAD "C" RIGHT-OF-WAY
BOROUGH OF EDGEWATER
BERGEN COUNTY, NEW JERSEY

BEGINNING at a point, said point being the southeasterly corner of Lot 1.18, Block 99, as shown on a map entitled "Subdivision, Block 99, Lot 1, Proposed Lots 1.04, 1.11, 1.13 & 1.15 to 1.19, Borough of Edgewater, Bergen County, N.J., dated April 14, 2014, and filed in the Bergen County Clerk's office on August 21, 2014 as Map No. 9582, and running thence;

1. South 59°59'03" East a distance of 20.00 feet to a point, thence;
2. South 30°00'57" West a distance of 17.60 feet to a point, thence;
3. South 59°59'03" East a distance of 105.63 feet to a point, thence;
4. South 25°51'41" East a distance of 22.78 feet to a point, thence;
5. North 30°00'57" East a distance of 188.24 feet to a point, thence;
6. North 33°55'08" East a distance of 74.05 feet to a point, thence;
7. North 59°59'03" West a distance of 5.04 feet to a point, thence;
8. North 30°00'57" East a distance of 10.00 feet to a point, thence;
9. South 59°59'03" East a distance of 5.72 feet to a point, thence;
10. North 33°55'08" East a distance of 8.52 feet to a point, thence;
11. North 30°00'57" East a distance of 13.91 feet to a point, thence;
12. South 59°59'03" East a distance of 10.00 feet to a point, thence;
13. South 30°00'57" West a distance of 14.25 feet to a point, thence;
14. South 33°55'08" West a distance of 92.60 feet to a point, thence;
15. South 30°00'57" West a distance of 198.82 feet to a point, thence;
16. South 11°36'37" East a distance of 11.73 feet to a point, thence;

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17. On a curve to the right having a radius of 124.00 feet, an arc length of 11.28 feet, whose chord bears South 50°49'43" West a chord distance of 11.28 feet to a point, thence;
18. North 11°36'37" West a distance of 14.47 feet to a point, thence;
19. South 67°48'50" West a distance of 68.06 feet to a point, thence;
20. South 26°38'45" East a distance of 16.44 feet to a point, thence;
21. South 71°07'13" West a distance of 10.09 feet to a point, thence;
22. North 26°38'45" West a distance of 15.85 feet to a point, thence;
23. South 67°48'50" West a distance of 33.61 feet to a point, thence;
24. South 77°30'05" West a distance of 93.64 feet to a point, thence;
25. On a curve to the left having a radius of 1066.30 feet, an arc length of 10.27 feet, whose chord bears North 00°40'55" East a chord distance of 10.27 feet to a point, thence;
26. North 77°30'05" East a distance of 90.45 feet to a point, thence;
27. North 67°48'50" East a distance of 14.22 feet to a point, thence;
28. On a curve to the left having a radius of 200.00 feet, an arc length of 15.75 feet, whose chord bears North 73°22'35" East a chord distance of 15.75 feet to a point, thence;
29. North 71°07'13" East a distance of 41.82 feet to a point, thence;
30. On a curve to the left having a radius of 100.00 feet, an arc length of 34.52 feet, whose chord bears North 61°13'50" East a chord distance of 34.35 feet to a point, thence;
31. North 67°48'50" East a distance of 8.19 feet to a point, thence;
32. North 25°51'41" West a distance of 24.28 feet to a point, thence;
33. North 59°59'03" West a distance of 17.15 feet to a point, thence;

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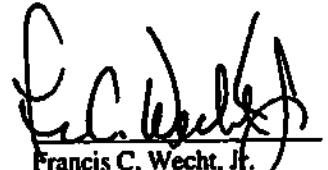


Place header in this area

34. On a curve to the left having a radius of 148.00 feet, an arc length of 32.73 feet, whose chord bears North 53°38'54" West a chord distance of 32.67 feet to a point, thence;
35. North 59°59'03" West a distance of 89.09 feet to a point, thence;
36. On a curve to the right having a radius of 74.00 feet, an arc length of 30.99 feet, whose chord bears North 47°59'12" West a chord distance of 30.77 feet to a point, thence;
37. South 59°59'03" East a distance of 46.24 feet to a point, thence;
38. North 30°00'57" East a distance of 17.60 feet to the **POINT OF BEGINNING**.

Containing an area of 7,004 square feet or 0.161 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.


Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
February 20, 2015

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PROPOSED WATERMAIN EASEMENT
ROAD "C" RIGHT-OF-WAY
BOROUGH OF EDGEWATER
BERGEN COUNTY, NEW JERSEY

BEGINNING at a point, said point being the southeasterly corner of Lot 1.09, Block 99, as shown on a map entitled "I.Park Edgewater, LLC, Major Subdivision, Block 99, Lots 1, 3, 4 & 5, Borough of Edgewater, Bergen County, New Jersey," prepared by Paulus, Sokolowski and Sartor, LLC, and filed in the Bergen County Clerk's office on May 19, 2009 as Map No. 9512, and running thence;

1. North 30°00'57" East a distance of 279.09 feet to a point, thence;
2. South 59°59'03" East a distance of 20.00 feet to a point, thence;
3. South 30°00'57" West a distance of 279.09 feet to a point, thence;
4. North 59°59'03" West a distance of 6.27 feet to a point, thence;
5. South 30°00'57" West a distance of 186.67 feet to a point, thence;
6. On a curve to the right having a radius of 74.00 feet, an arc length of 29.32 feet, whose chord bears North 18°39'59" East a chord distance of 29.12 feet to a point of tangency, thence;
7. North 30°00'57" East a distance of 158.11 feet to a point, thence;
8. North 59°59'03" West a distance of 8.00 feet the **POINT OF BEGINNING**.

Containing an area of 6,598 square feet or 0.151 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.


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February 20, 2015

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PROPOSED WATERMAIN EASEMENT
LOT 1.13, BLOCK 99
BOROUGH OF EDGEWATER
BERGEN COUNTY, NEW JERSEY

BEGINNING at a point, said point being the southwesterly corner of Lot 1.13, Block 99, as shown on a map entitled "Subdivision, Block 99, Lot 1, Proposed Lots 1.04, 1.11, 1.13 & 1.15 to 1.19, Borough of Edgewater, Bergen County, N.J., dated April 14, 2014, and filed in the Bergen County Clerk's office on August 21, 2014 as Map No. 9582, and running thence;

1. North 30°00'57" East a distance of 103.95 feet to a point, thence;
2. South 59°59'03" East a distance of 20.00 feet to a point, thence;
3. South 30°00'57" West a distance of 103.95 feet to a point, thence;
4. North 59°59'03" West a distance of 20.00 feet to the **POINT OF BEGINNING**.

Containing an area of 2,079 square feet or 0.048 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.


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February 20, 2015

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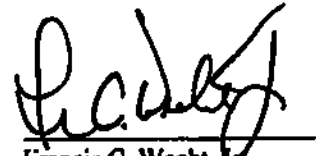
PROPOSED WATERMAIN EASEMENT
LOT 1.18, BLOCK 99
BOROUGH OF EDGEWATER
BERGEN COUNTY, NEW JERSEY

BEGINNING at a point, said point being North 30°00'57" East a distance of 93.95 feet from the southeasterly corner of Lot 1.18, Block 99, as shown on a map entitled "Subdivision, Block 99, Lot 1, Proposed Lots 1.04, 1.11, 1.13 & 1.15 to 1.19, Borough of Edgewater, Bergen County, N.J., dated April 14, 2014, and filed in the Bergen County Clerk's office on August 21, 2014 as Map No. 9582, and running thence;

1. North 59°59'03" West a distance of 8.20 feet to a point, thence;
2. North 30°00'57" East a distance of 10.00 feet to a point, thence;
3. South 59°59'03" East a distance of 8.20 feet to a point, thence;
4. South 30°00'57" West a distance of 10.00 feet to the **POINT OF BEGINNING**.

Containing an area of 82 square feet or 0.002 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.


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February 20, 2015

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PROPOSED WATERMAIN EASEMENT 1
LOT 1.15, BLOCK 99
BOROUGH OF EDGEWATER
BERGEN COUNTY, NEW JERSEY

BEGINNING at a point, said point being the terminus of the sixteenth (16) course of Proposed Watermain Easement in Road "A" & Road "C" Right-of-Way, and running thence;

1. South 11°36'37" East a distance of 17.89 feet to a point, thence;
2. South 78°23'23" West a distance of 10.00 feet to a point, thence;
3. North 11°36'37" West a distance of 12.67 feet to a point, thence;
4. On a curve to the left having a radius of 124.00 feet, an arc length of 11.28 feet, whose chord bears North 50°49'43" East a chord distance of 11.28 feet to the **POINT OF BEGINNING**.

Containing an area of 152 square feet or 0.003 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
February 20, 2015

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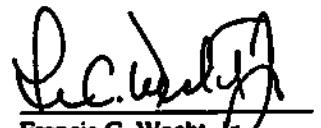
PROPOSED WATERMAIN EASEMENT 2
LOT 1.15, BLOCK 99
BOROUGH OF EDGEWATER
BERGEN COUNTY, NEW JERSEY

BEGINNING at a point, said point being the terminus of the twentieth (20) course of Proposed Watermain Easement in Road "A" & Road "C" Right-of-Way, and running thence;

1. South 26°38'45" East a distance of 26.19 feet to a point, thence;
2. South 30°14'26" West a distance of 11.94 feet to a point, thence;
3. North 26°38'45" West a distance of 34.08 feet to a point, thence;
4. North 71°07'13" East a distance of 10.09 feet to the **POINT OF BEGINNING**.

Containing an area of 301 square feet or 0.007 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.


Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
February 20, 2015

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PROPOSED WATERMAIN EASEMENT 1
LOT 1.16, BLOCK 99
BOROUGH OF EDGEWATER
BERGEN COUNTY, NEW JERSEY

BEGINNING at a point, said point being the terminus of the twenty seventh (27) course of Proposed Watermain Easement in Road "A" & Road "C" Right-of-Way, and running thence;

1. North 67°48'50" East a distance of 91.54 feet to a point, thence;
2. On a curve to the right having a radius of 100.00 feet, an arc length of 34.52 feet, whose chord bears South 61°13'50" West a chord distance of 34.35 feet to a point of tangency, thence;
3. South 71°07'13" West a distance of 41.82 feet to a point of curvature, thence;
4. On a curve to the right having a radius of 200.00 feet, an arc length of 15.75 feet, whose chord bears South 73°22'35" West a chord distance of 15.75 feet to the **POINT OF BEGINNING**.

Containing an area of 229 square feet or 0.005 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
February 20, 2015

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PROPOSED WATERMAIN EASEMENT 2
LOT 1.16, BLOCK 99
BOROUGH OF EDGEWATER
BERGEN COUNTY, NEW JERSEY

BEGINNING at a point, said point being South 88°13'05" West a distance of 3.85 feet from the northeasterly corner of Lot 1.16, Block 99, as shown on a map entitled "Subdivision, Block 99, Lot 1, Proposed Lots 1.04, 1.11, 1.13 & 1.15 to 1.19, Borough of Edgewater, Bergen County, N.J., dated April 14, 2014, and filed in the Bergen County Clerk's office on August 21, 2014 as Map No. 9582, and running thence;

1. South 06°12'00" East a distance of 68.61 feet to a point, thence;
2. South 59°59'03" East a distance of 13.38 feet to a point, thence;
3. On a curve to the left having a radius of 74.00 feet, an arc length of 30.99 feet, whose chord bears South 47°59'12" East a chord distance of 30.77 feet to a point of tangency, thence;
4. South 59°59'03" East a distance of 89.09 feet to a point of curvature, thence;
5. On a curve to the right having a radius of 148.00 feet, an arc length of 32.73 feet, whose chord bears South 53°38'54" East a chord distance of 32.67 feet to a point, thence;
6. North 59°59'03" West a distance of 104.88 feet to a point, thence;
7. South 30°00'57" West a distance of 23.40 feet to a point, thence;
8. South 88°15'15" West a distance of 11.76 feet to a point, thence;
9. North 30°00'57" East a distance of 29.59 feet to a point, thence;
10. North 59°59'03" West a distance of 55.22 feet to a point, thence;
11. North 06°12'00" West a distance of 74.45 feet to a point, thence;
12. North 88°13'05" East a distance of 10.03 feet to the **POINT OF BEGINNING**.

Containing an area of 1,710 square feet or 0.039 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

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Francis C. Wecht, Jr.
Professional Land Surveyor
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February 20, 2015



PROPOSED WATERMAIN EASEMENT
LOT 1.17, BLOCK 99
BOROUGH OF EDGEWATER
BERGEN COUNTY, NEW JERSEY


BEGINNING at a point, said point being the northeasterly corner of Lot 1.17, Block 99, as shown on a map entitled "Subdivision, Block 99, Lot 1, Proposed Lots 1.04, 1.11, 1.13 & 1.15 to 1.19, Borough of Edgewater, Bergen County, N.J., dated April 14, 2014, and filed in the Bergen County Clerk's office on August 21, 2014 as Map No. 9582, and running thence;

1. South 30°00'57" West a distance of 158.11 feet to a point of curvature, thence;
2. On a curve to the left having a radius of 74.00 feet, an arc length of 29.32 feet, whose chord bears South 18°39'59" West a chord distance of 29.12 feet to a point, thence;
3. South 30°00'57" West a distance of 9.60 feet to a point, thence;
4. South 06°12'00" East a distance of 3.55 feet to a point, thence;
5. South 88°13'05" West a distance of 10.03 feet to a point, thence;
6. North 06°12'00" West a distance of 6.05 feet to a point, thence;
7. North 30°00'57" East a distance of 169.40 feet to a point, thence;
8. North 59°59'03" West a distance of 23.69 feet to a point, thence;
9. North 30°00'57" East a distance of 10.00 feet to a point, thence;
10. South 59°59'03" East a distance of 23.69 feet to a point, thence;
11. North 30°00'57" East a distance of 20.13 feet to a point, thence;
12. South 59°59'03" East a distance of 4.27 feet to the **POINT OF BEGINNING**.

Containing an area of 1,248 square feet or 0.029 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

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Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
February 20, 2015



PROPOSED WATERMAIN EASEMENT 1
LOT 1.19, BLOCK 99
BOROUGH OF EDGEWATER
BERGEN COUNTY, NEW JERSEY

BEGINNING at a point, said point being the terminus of the sixth (6) course of Proposed Watermain Easement in Road "A" & Road "C" Right-of-Way, and running thence;

1. North 59°59'03" West a distance of 12.65 feet to a point, thence;
2. North 30°00'57" East a distance of 10.00 feet to a point, thence;
3. South 59°59'03" East a distance of 12.65 feet to a point, thence;
4. South 30°00'57" West a distance of 10.00 feet to the **POINT OF BEGINNING**.

Containing an area of 126 square feet or 0.003 acres more or less.

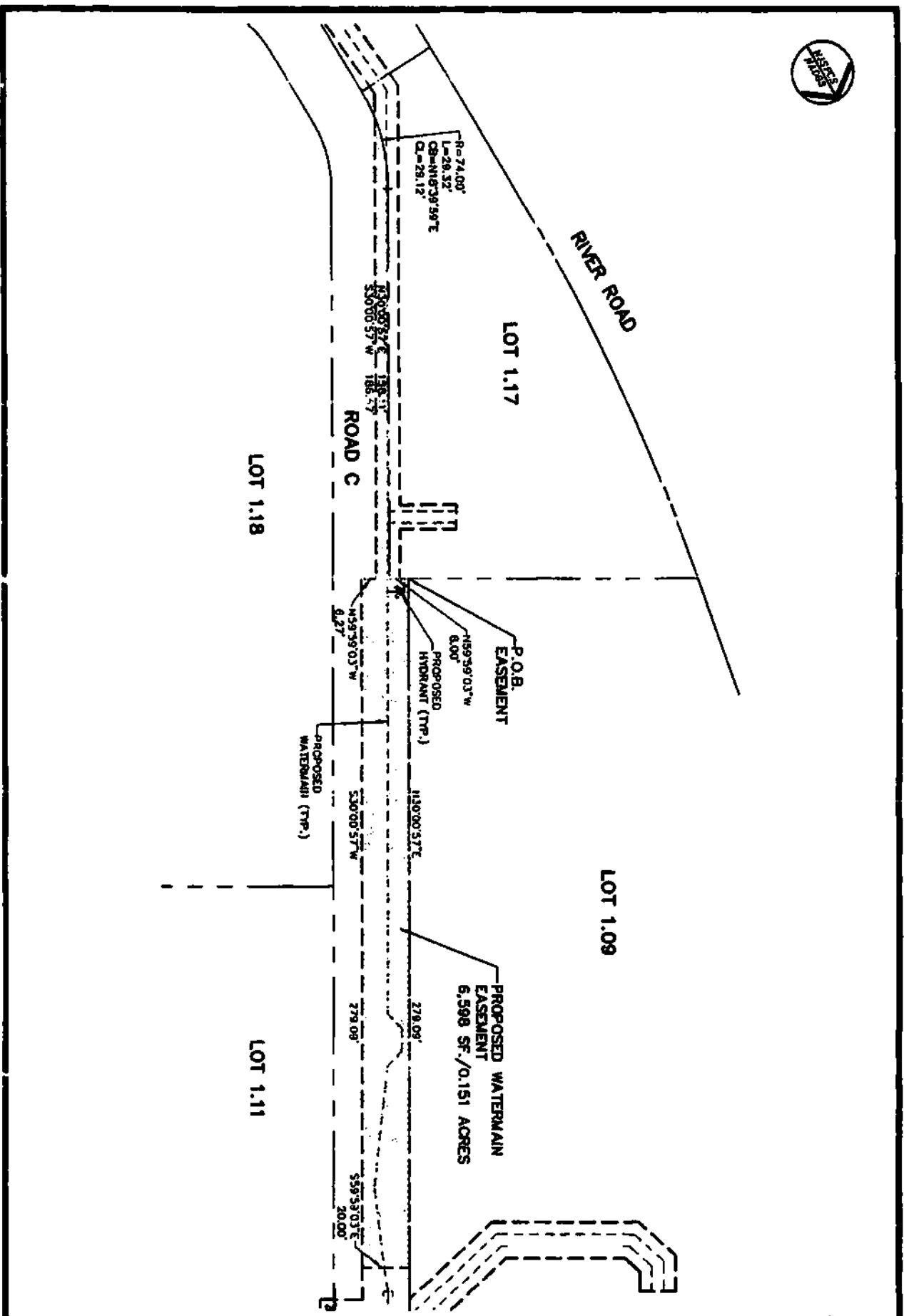
Subject to any easements or restrictions of record which an accurate title search may discover.

A handwritten signature in black ink, appearing to read 'Francis C. Wecht, Jr.', written over a horizontal line.

Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
February 20, 2015

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Warren, NJ 07059

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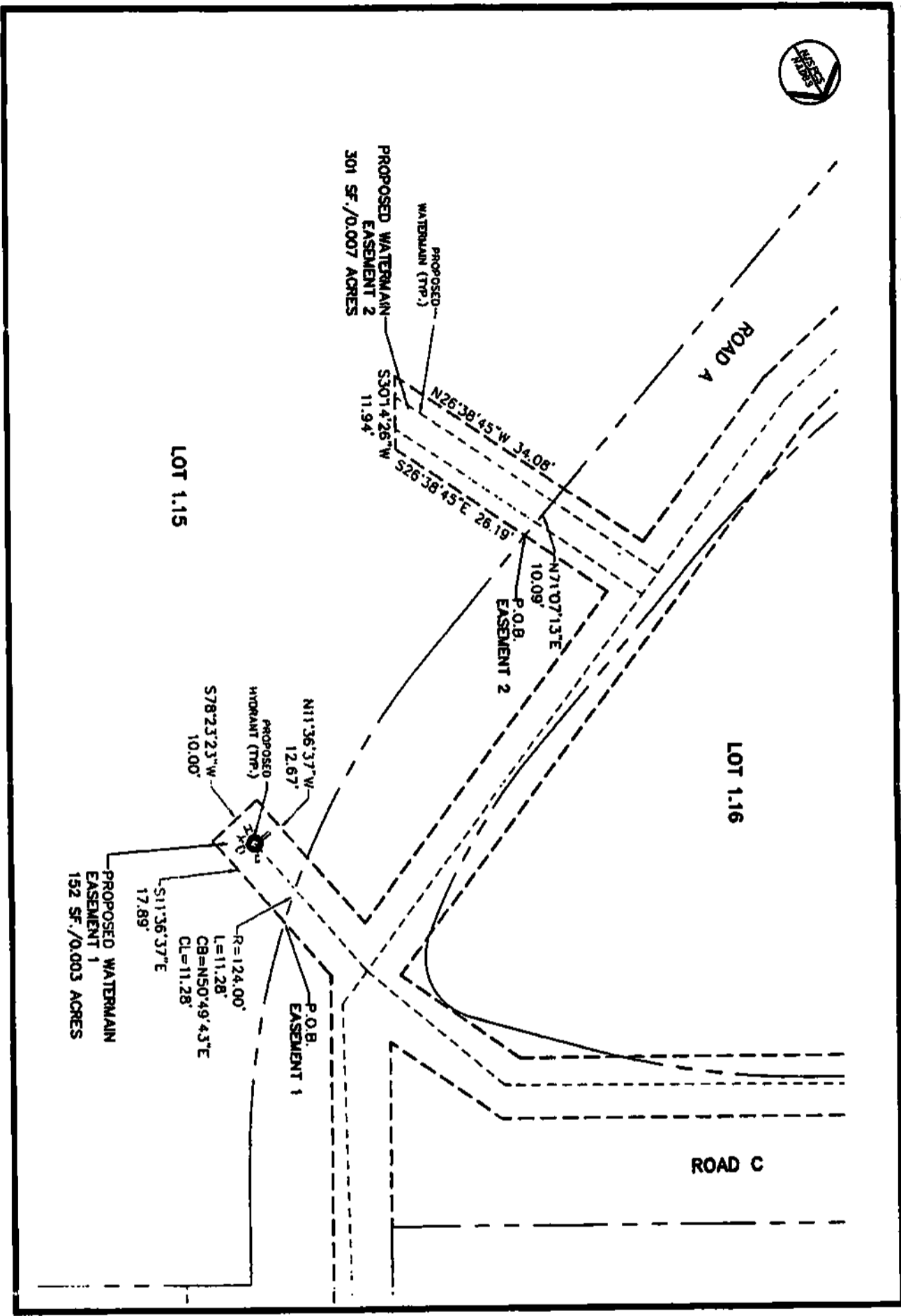
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PS&S
 Integrating design & engineering
 PAUL S. SCHROEDER AND SAKHAI ENGINEERING, LLC
 678 WILKINSON SQUARE EXTENSION
 P.O. BOX 4028
 WARREN, NEW JERSEY 07059
 PHONE: (732) 392-6000
 FAX: (732) 392-6788

FRANCIS C. WECHT, JR.
 N.J. LIC. NO. 27190
 PROFESSIONAL LAND SURVEYOR
 DATE 12-17-15

PROJECT TITLE
1 PARK EDGEWATER, LLC
 BOROUGH OF EDGEWATER
 BERGEN COUNTY, NEW JERSEY

SHEET TITLE
PROPOSED WATERMAIN EASEMENTS ROAD C
 PROJ. NO. 02810-020
 DATE: 2/20/2015
 DRN. BY: B.J.F.
 CHK. BY: F.C.W.
 SCALE 1"=50'
 SHEET NO. 1 OF 1



PS&S
 Integrating design & engineering
 PALLAS, SOLOMON AND SARTOR DESIGNING, LLC
 678 WOODTAX BOULEVARD EXTENSION
 P.O. BOX 428
 WARDEN, NEW JERSEY 07063
 PHONE: (732) 940-0100
 FAX: (732) 500-9100

THIS PLAN AND THE WORK THEREON ARE THE PROPERTY OF PS&S. THE USER HEREBY AGREES TO HOLD PS&S HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST PS&S BY ANY THIRD PARTY AS A RESULT OF THE USER'S USE OF THIS PLAN AND THE WORK THEREON. THE USER'S USE OF THIS PLAN AND THE WORK THEREON IS LIMITED TO THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY OTHER USE OF THIS PLAN AND THE WORK THEREON IS STRICTLY PROHIBITED. THE USER'S USE OF THIS PLAN AND THE WORK THEREON IS LIMITED TO THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY OTHER USE OF THIS PLAN AND THE WORK THEREON IS STRICTLY PROHIBITED.

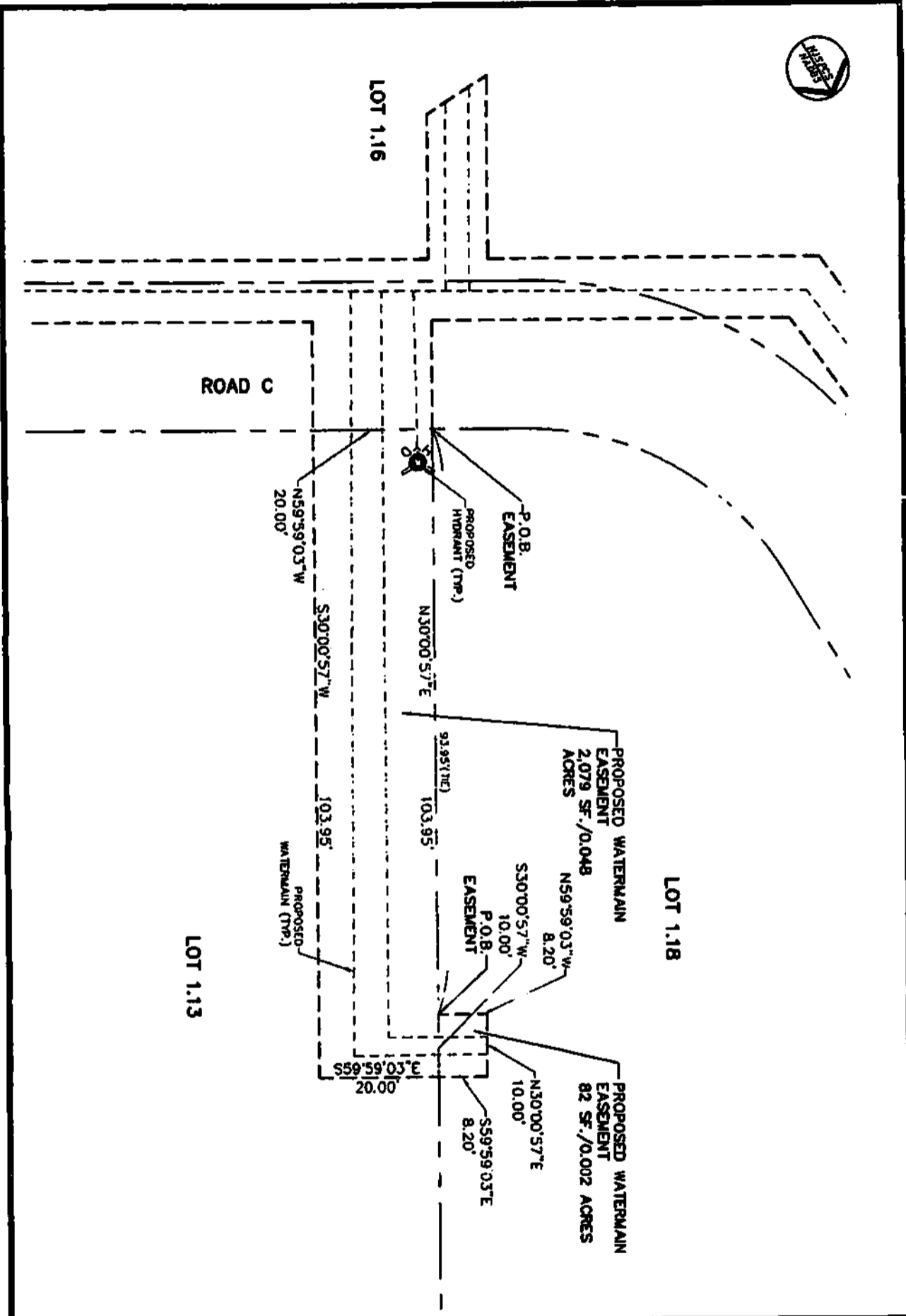
FRANCIS C. WECHT, JR.
 N.J. LIC. NO. 27190
Francis C. Wecht, Jr.
 SIGNATURE DATE: 12-17-15
 PROFESSIONAL LAND SURVEYOR

PROJECT TITLE
I PARK EDGEWATER, LLC
 BOROUGH OF EDGEWATER
 BERGEN COUNTY, NEW JERSEY

SHEET TITLE
 PROPOSED WATERMAIN
 EASEMENTS
 LOT 1.15

PROJ. NO. 02810-020

DATE: 2/20/2015
 DRN. BY: B.J.F.
 CHK. BY: F.C.W.
 SCALE: 1"=20'
 SHEET NO. 1 OF 1



PSS&S
 Integrating design & engineering
 PAULUS, SOLO, OLSKI AND SANTON ENGINEERS, LLC
 578 MOUNTAIN BOULEVARD EXTENSION
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 WARREN, NEW JERSEY 07059
 PHONE: (732) 589-9700
 FAX: (732) 589-9788

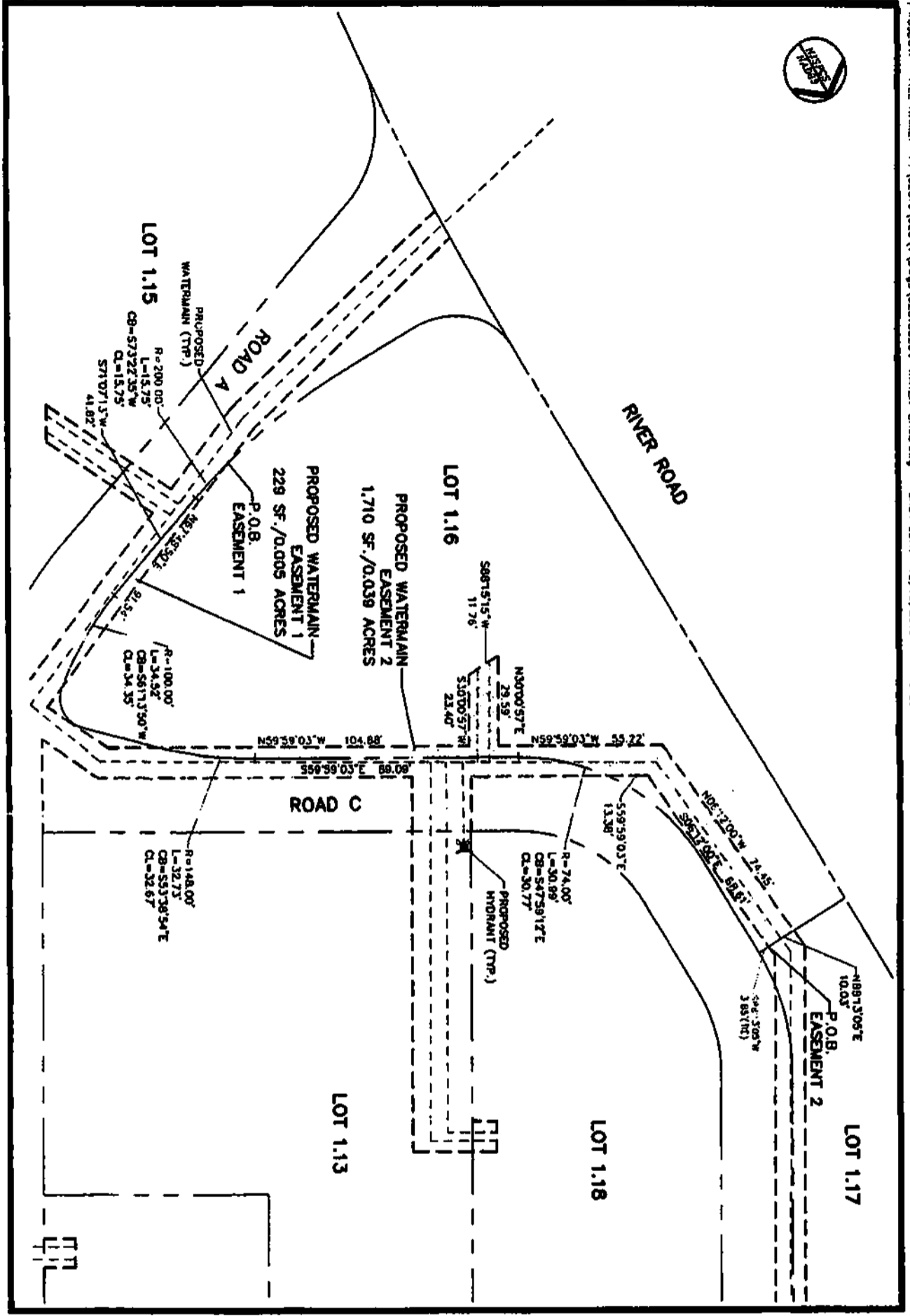
FRANCIS C. WECHT, JR.
 N.J. LIC. NO. 27190
 PROFESSIONAL ENGINEER
 STATE OF NEW JERSEY
 I hereby certify that I am a duly licensed Professional Engineer in the State of New Jersey, and that I am the author of the design shown on this drawing.

FRANCIS C. WECHT, JR.
 SIGNATURE DATE: 12-17-15
 PROFESSIONAL AND SURVEYOR

PROJECT TITLE
 I PARK EDGEWATER, LLC
 BOROUGH OF EDGEWATER
 BERGEN COUNTY, NEW JERSEY

SHEET TITLE
 PROPOSED WATERMAIN
 EASEMENTS
 LOTS 1.13 & 1.18

PROJ. NO. 02810-020
DATE: 2/20/2015
DRN. BY: B.J.F.
CHK. BY: F.C.W.
SCALE: 1"=20'
SHEET NO. 1 OF 1



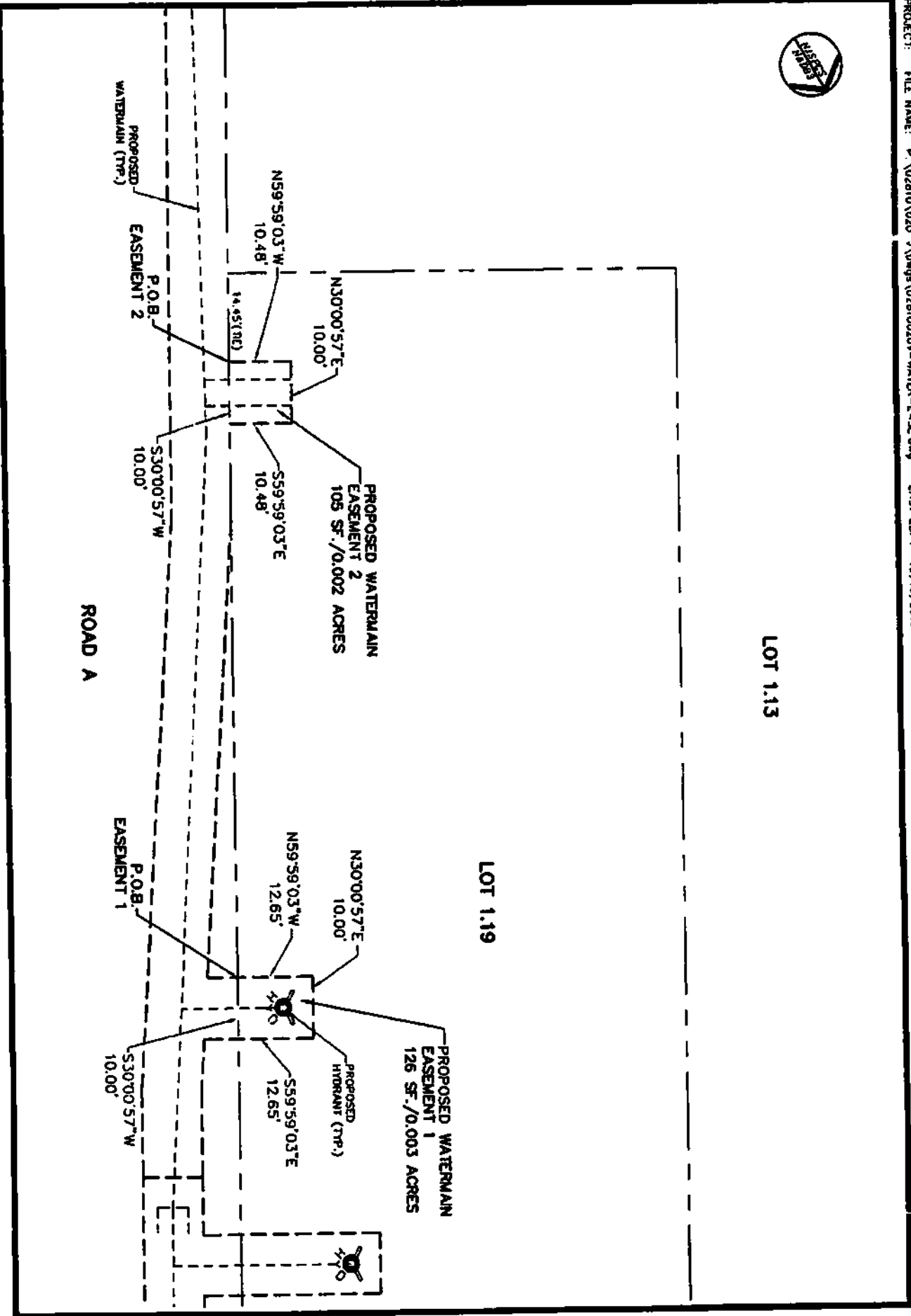
PSS&S
 Integrating design & engineering
 PAULUS, SCHUCHHEISS AND SARTOR ENGINEERING, LLC
 600 MOUNTAIN BOULEVARD EXTENSION
 P.O. BOX 4200
 WARREN, NEW JERSEY 07059
 PHONE: (732) 380-0100
 FAX: (732) 380-0100

FRANCIS C. WECHT, JR.
 N.J. Lic. No. 27190
 SIGNATURE: *Francis C. Wecht, Jr.* DATE: 12/17/15
 PROFESSIONAL LAND SURVEYOR

PROJECT TITLE
I PARK EDGEWATER, LLC
 BOROUGH OF EDGEWATER
 BERGEN COUNTY, NEW JERSEY

SHEET TITLE
 PROPOSED WATERMAIN
 EASEMENTS
 LOT 1.16

PROJ. NO. 02810-020
 DATE: 2/20/2015
 DRN. BY: B.J.F.
 CHK. BY: F.C.W.
 SCALE: 1"=40'
 SHEET NO. 1 OF 1



PS&S
 Integrating design & engineering
 PAULUS, SPOCCHINI AND SARTOR ENGINEERING, LLC
 671 BOULVARD BOULEVARD EXTENSION
 P O BOX 4039
 WADDEN, NEW JERSEY 07093
 PHONE: (732) 580-0700
 FAX: (732) 580-0700

FRANCIS C. WECHT, JR.
 N.J. LIC. NO. 27190
 PROFESSIONAL LAND SURVEYOR
 DATE: 12.17.15

PROJECT TITLE
 I PARK EDGEWATER, LLC
 BOROUGH OF EDGEWATER
 BERGEN COUNTY, NEW JERSEY

SHEET TITLE
 PROPOSED WATERMAIN
 EASEMENTS
 LOT 1.18

PROJ. NO. 02810-020
 DATE: 2/20/2015
 DRN. BY: B.J.F.
 CHK. BY: F.C.W.
 SCALE: 1"=20'
 SHEET NO. 1 OF 1

John S. Hogan
Bergen County Clerk

Bergen County Clerk
One Bergen County Plaza
Hackensack, NJ 07601
(201) 336-7000
www.bergencountyclerk.org/



INSTRUMENT # 17-082657.05

V 02772 1540

RECORDED DATE: 10/31/2017 03:49:58 PM

Document Type: Deed

Transaction #: 9037468

Document Page Count: 9

Operator id: CLERK

RETURN TO:

NORTH BUILDING EDGEWATER LLC
485 W PUTNAM AVENUE
3RD FLOOR
GREENWICH CT 06830

SUBMITTED BY:

PRIMARY NAME

NDRTH BUILDING EDGEWATER LLC

SECONDARY NAME

NDRTH BUILDING EDGEWATER I LLC

ADDITIONAL PRIMARY NAMES

NORTH BUILDING EDGEWATER I LLC

ADDITIONAL SECONDARY NAMES

NORTH BUILDING EDGEWATER LLC

MARGINAL REFERENCES:

DOCUMENT DATE: 07/07/2017

MUNICIPALITY: EDGEWATER

LOT: 1.04

BLOCK: 99

GRANTEE ADDRESS: 485 WEST PUTNAM AVENUE
GREENWICH CT 06830

FEES / TAXES:

Recording Fee: Deed \$40.00

Additional Pages Fee \$80.00

Homeless Trust Fund - Bergen County \$3.00

Total: \$123.00

INSTRUMENT #: 17-082657.05

Recorded Date: 10/31/2017 03:49:58 PM

I hereby CERTIFY that this document is recorded
in the Clerk's Office in Bergen County, New
Jersey.



John S. Hogan
Bergen County Clerk

Recording Fees: \$123.00

Realty Transfer Tax Fees: \$0.00

OFFICIAL RECORDING COVER PAGE

Page 1 of 10

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT



NDTE: If document data differs from cover sheet, document data always supersedes.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

501 LOT 1.04

6

(2)
92
123

Bergen County Recording Data Page Honorable John S. Hogan Bergen County Clerk		Official Use Only - Barcode  17-082657.05 Deed V Bk: 02772 Pg: 1540-1549 Rec. Fee \$123.08 John S. Hogan, Bergen County Clerk Recorded 10/31/2017 03:49:58 PM
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Official Use Only - Realty Transfer Fee

Date of Document: 07/07/2017	Type of Document: Easement
--	--

First Party Name: North Building Edgewater LLC	Second Party Name: North Building Edgewater I LLC
--	---

Additional Parties:

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

Block: 99	Lot: 1.04
-------------------------	-------------------------

Municipality:
Edgewater

Consideration:
10.00

Mailing Address of Grantee:
485 West Putnam Avenue, Greenwich, CT 06830

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGE INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY

Original Book:	Original Page:
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BERGEN COUNTY RECORDING DATA PAGE
 Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

PREPARED BY:
[Signature]
Daniel Pannessi

PARKING AND POOL EASEMENT AGREEMENT

THIS PARKING EASEMENT AGREEMENT (this "Agreement"), made this 7th day of July, 2017, between NORTH BUILDING EDGEWATER LLC, a Delaware limited liability company having an address at 485 West Putnam Avenue, Greenwich, Connecticut 06830 (hereinafter referred to as the "Grantor") and NORTH BUILDING EDGEWATER I LLC, a Delaware limited liability company having an address at 485 West Putnam Avenue, Greenwich, Connecticut 06830 (hereinafter referred to as the "Grantee").

WHEREAS, the Grantor is the owner of the Future Development Parcel and Exterior Pool Parcel located in the Edgewater Oyster Condominium, established pursuant to that certain Master Deed of Edgewater Oyster Condominium, a condominium dated July 5, 2017 and to be recorded in the Office of the Bergen Clerk (the "Condominium"), Borough of Edgewater, New Jersey (together, the "Encumbered Parcel"); **BOOK 99 LOT 1.04** *J.P.*

WHEREAS, Grantee is the owner of the Oyster Condominium Parcel within the Condominium (the "Appurtenant Parcel");

WHEREAS, pursuant to the terms and conditions herein, Grantor is willing to provide to Grantee, its tenants and invitees (i) a exclusive easement to access and to use the surface parking spaces in that portion of the Encumbered Parcel known as the Future Development Parcel (the "Parking Easement"), to be used as a parking area for passenger vehicles only by and for the benefit of the Grantee and its tenants and invitees, until the date on which Alternative Parking (as defined below) is available to the Appurtenant Parcel in accordance herewith, and (ii) a nonexclusive easement to access and to use the swimming pool located within that portion of the Encumbered Parcel known as the Exterior Pool Parcel (the "Pool Easement").

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, Grantor does hereby grant unto the Grantee, its successors, and assigns, for its benefit, the Parking Easement and the Pool Easement.

1. Subject to all existing covenants, easements and restrictions of record, Grantor does hereby give, grant and convey unto Grantee the Parking Easement and the Pool Easement.

2. Grantor shall maintain in good order and repair the surface parking spaces within the Future Development Parcel and the swimming pool within the Exterior Pool Parcel. Grantee shall pay to Grantor (i) all costs and expenses incurred by Grantor to maintain and repair the surface parking spaces within the Future Development Parcel and (ii) Grantee's Proportionate Share (as hereinafter defined) of the costs and expenses incurred by Grantor to maintain and repair the swimming pool within the Exterior Pool Parcel. "Proportionate Share" means the percentage derived by dividing the total number of residential units within the Oyster Condominium Parcel by the total number of residential units located within the buildings that Grantor grants an easement or license to use the swimming pool within the Exterior Pool Parcel. As of the date hereof, Grantee's Proportionate Share is 38%. If Grantor fails to perform its maintenance obligations as set forth in this Section 3, then Grantee shall have the right to perform the maintenance obligations of Grantor, subject to the following:

(a) Grantee shall first deliver written notice to Grantor, who shall have five (5) calendar days after such notice (i) to perform or (ii) if such obligation is not capable of being performed within five (5) calendar days, to commence such performance and diligently pursue the performance to completion.

(b) If, after the expiration of five (5) calendar days after said written notice, Grantor shall not have performed its obligation or, as to obligations not capable of being performed within said five (5) calendar days, shall not have commenced to perform and be diligently performing the same, Grantee may avail itself of the remedies contained herein.

(c) In the event of an emergency, the notice and time period provisions set forth above shall not apply, but rather such emergency condition may be remedied at any time after telephone or telegraphic notice to Grantor by Grantee.

(d) Grantor shall reimburse Grantee for the reasonable cost of performing the maintenance obligations of Grantor within thirty (30) calendar days after written demand therefor.

(e) The Grantee shall comply with all laws, ordinances, orders, rules, regulations and requirements of any governmental agency and/or quasi-governmental agency in respect to its use of the Parking Easement Area as provided hereunder.

That Grantee shall, at its sole cost and expense, obtain and keep in full force and effect during the term of this Agreement commercial general liability insurance (including contractual liability endorsement) having a combined single limit of not less than One Million (\$1,000,000.00) Dollars protecting the Grantor, any such owner's agent which is acting as a property manager for Encumbered Parcel, the holder of any mortgage secured by Encumbered Parcel and Grantee's mortgagee having a lien on the Appurtenant Parcel ("Grantee's Mortgagee") (and naming each such person as an insured party or as an additional insured) against any and all claims for bodily injury, death or property damage occurring, during the term of this Agreement.

4. The Grantee covenants and agree to indemnify, defend and save harmless the Grantor from and against any and all claims, actions, liabilities and expenses (including reasonable attorney's fees and disbursements) suffered or incurred in connection with or arising from or relating to (i) the use or occupancy by Grantee or its tenants, invitees or agents of the Parking Easement and/or the Pool Easement, including any injuries to or death to any persons or damages to any property (except if caused by the act or omission of the Grantor or its agent or any party claiming by, or acting, under or through the Grantor), and (ii) any default or breach on the part of Grantee in the performance or observance of any agreements of Grantee to be performed or observed under the terms of this Agreement. The Grantor covenants and agree to indemnify, defend and save harmless the Grantee from and against any and all claims, actions, liabilities and expenses (including reasonable attorney's fees and disbursements) suffered or incurred in connection with or arising from or relating to (i) the use, occupancy, repair, maintenance or performance of its obligations pursuant to Section 3 hereof by Grantor or its agents or affiliates of or with respect to the Parking Easement and/or the Pool Easement, including any injuries to or death to any persons or damages to any property (except if caused by the act or omission of the Grantee or its agent or any party claiming by, or acting, under or through the Grantor), and (ii) any default or breach on the part of Grantor in the performance or observance of any agreements of Grantor to be performed or observed under the terms of this Agreement.

5. All notices and other communications given pursuant to this Agreement shall be in writing and shall be (i) mailed by first-class, United States mail, postage prepaid, certified with

return receipt requested and addressed to the parties hereto at the address specified above or (ii) sent by nationally recognized overnight courier service. All notices shall be effective upon delivery to the address of the addressee hereinabove provided.

6. The Parking Easement granted and conveyed hereunder to the Grantee shall commence on the effective date hereof, and shall terminate when and to the extent the Grantor or the owner(s) of the new parking area(s) provide adequate alternative parking, at no cost to Grantee other than Grantee's ratable share (based on the other users permitted or intended to be permitted to utilize such new parking) of reasonable operating expenses (including, but not limited to, the cost of property and liability insurance (provided to the extent the cost of liability insurance is included, such insurance shall name Grantee as an additional insured) and a reasonable management fee) attributable to the parking spaces used by tenants or occupants of the Appurtenant Parcel and solely to the extent such tenants are pay parking fees sufficient to cover such expenses, for up to 91 parking spaces (but in any event no fewer than 91 in the aggregate). All such alternative parking shall be in accordance with, and meet minimum requirements for parking for the residential units within the Oyster Condominium Parcel under all applicable governmental requirements including, without limitation, zoning requirements. All such alternative parking shall be pursuant to a parking easement, the terms and conditions of which shall be reasonably acceptable to Grantee and Grantee's Mortgagee (as the case may be, "Alternative Parking"), which Alternative Parking is in a location reasonably acceptable to Grantee and Grantee's Mortgagee if (i) such Alternative Parking is not located in either the parking garage in the location designated as "Garage - 1" or the parking garage in the location designated as "Garage - 2" on Exhibit A or a combination thereof, it being agreed that Alternative Parking in "Garage - 2", or in "Garage - 1", or any combination thereof, is acceptable to Grantee and Grantee's Mortgagee. Notwithstanding the foregoing, no Alternative Parking shall be deemed provided and the rights granted and conveyed hereunder shall not terminate unless and until (i) a written easement (recorded or unrecorded, at the sole discretion of Grantee and Grantee's Mortgagee) with respect to and recorded against (as applicable) the new parking area(s) is executed and delivered by Grantee and the owner(s) of such new parking area(s), the form and content of which shall be reasonably acceptable to the Grantee and Grantee's Mortgagee and at no cost to Grantee other than Grantee's ratable share (determined as described above) of reasonable operating expenses (including, but not limited to, the cost of property and liability insurance and a reasonable management fee) attributable to the parking spaces used by tenants or occupants of the Appurtenant Parcel solely to the extent such tenants are pay parking fees sufficient to cover such expenses, and, in the case of an easement, recorded in the applicable recorder's office; (ii) a title endorsement to Grantee's Mortgagee's title policy (or reasonably acceptable equivalent) is delivered to Grantee's Mortgagee insuring the new parking area(s) if the same is provided under the terms of a recorded document, the form and content of which shall be reasonably acceptable to Grantee's Mortgagee; and (iii) a subordination agreement benefitting the Grantee and Grantee's Mortgagee is executed and delivered by such owner(s) and any mortgagee of any new parking area or such owner(s) and mortgagees are added as a joinder to such written easement, in either case subordinating their respective interests to the easement and agreeing not to disturb Grantee's rights there under. After satisfaction of the foregoing conditions in full, the Grantor and the Grantee and Grantee's Mortgagee, as applicable, shall execute such releases and other documents as the Grantor deems necessary to evidence the termination of this Agreement, the forms of which shall be reasonably acceptable to Grantee's Mortgagee, provided, however, the failure to enter into such releases and other documents shall not affect the termination of this Agreement which shall be self-operative solely in the event Alternative Parking is provided and/or granted in accordance herewith and all such conditions set forth above have been satisfied in full, as confirmed in writing by Grantee's Mortgagee. In the event Alternative Parking is provided for less than 91 parking spaces, this Agreement shall not terminate, but shall be amended to reduce the number of parking spaces provided pursuant to the Parking Easement simultaneously with the execution in full and delivery of such written easement,

lease or irrevocable license granting such Alternative Parking. Notwithstanding any provisions of this Section 6 to the contrary and for so long as the loan from Berkadia Commercial Mortgage LLC (and its successor and assigns) to Grantee remains in place, Grantee shall not incur any increased costs or additional costs as a result of the relocation of some or all of the 91 spaces.

7. That this Agreement may be modified, amended or terminated in whole or in part only by written agreement in recordable form signed by the then fee owners of Encumbered Parcel and Appurtenant Parcel.

8. That this Agreement shall run with the land and shall be binding on and shall inure to the benefit of the owners of Encumbered Parcel and Appurtenant Parcel, their respective successors and permitted assigns.

9. This Agreement contains the entire agreement of the parties hereto and thereto in respect of the transactions contemplated hereby and thereby, and all prior agreements among or between such parties, whether oral or written, are superseded by the terms of this Agreement and the easements and rights granted therein are hereby terminated and replaced hereby.

10. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.

11. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one agreement.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to the conflicts of laws rules thereof.

This Agreement shall be recorded in the Office of the Clerk/Register of Bergen County, New Jersey.

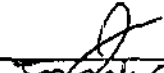
TO HAVE AND TO HOLD said easement unto the Grantee, upon the terms and conditions set forth above.

[NO FURTHER TEXT ON THIS PAGE]


RECORD & Return to:
NORTH BUILDING EDGEWATER LLC
485 W. Putnam Ave.
Greenwich CT 06830

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its duly authorized signatory of the day and year first above written.

NORTH BUILDING EDGEWATER LLC, Grantor

By: 
Name: Joseph Cutter
Title: President

NORTH BUILDING EDGEWATER I LLC, Grantee

By: 
Name: Joseph Cutter
Title: President

State of Connecticut

SS:

County of Fairfield

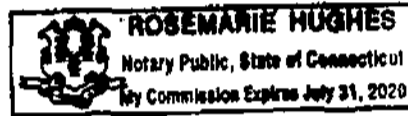
I Certify that on July 5, 2017

X Joseph Catter

personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is named in and personally signed the attached document as President of North Building Corp, a Delaware limited liability company; and
- (b) that as such President, being authorized to do so,
- (c) signed and delivered this document as his or her act and deed on behalf of said Limited Liability company.

Rosemarie Hughes
Notary Public



State of Connecticut

SS:

County of Fairfield

I Certify that on July 5, 2017

X Joseph Catter

personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (d) is named in and personally signed the attached document as President of North Building Edgewater LLC, a Delaware limited liability company; and
- (e) that as such President, being authorized to do so,
- (f) signed and delivered this document as his or her act and deed on behalf of said Limited Liability company.

Rosemarie Hughes
Notary Public

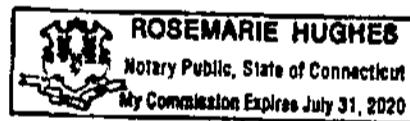


Exhibit A

THIS INDENTURE, Made the 13th day of June, in the year
One Thousand Nine Hundred and Sixty,

Between SPENCER KELLOGG AND SONS, INC., a corporation of
the State of New York, having a place of business in the City of
Buffalo, County of Erie and State of New York, party of the
first part,

And LEVER BROTHERS COMPANY, a corporation of the State
of Maine, having a place of business at 390 Park Avenue, in the
City, County and State of New York, party of the second part,

W I T N E S S E T H:

That said party of the first part, for and in considera-
tion of One (\$1.00) Dollar and other good and valuable considera-
tion, lawful money of the United States of America, to it in
hand paid by said party of the second part, at, or before the
ensealing and delivery of these presents, the receipt whereof
is hereby acknowledged, has granted, bargained, sold and conveyed,
and by these presents does grant, bargain, sell and convey unto
said party of the second part, and to its successors and assigns,
forever,

FIRST TRACT

All that certain lot, tract or parcel of land and premises
situate, lying and being in the Borough of Edgewater, County of
Bergen and State of New Jersey, and more particularly described
as follows:

92.95 ✓ (over)
REVENUE STAMPS

DB BOOK 4133 PAGE 206 //

RG-20-60

BEGINNING at a point formed by the intersection of the easterly line of the right of way of New York, Susquehanna & Western Railroad and the southerly line of land of Spencer Kellogg and Sons, Inc. which said beginning point is also the point in the southerly line of lands of Spencer Kellogg and Sons, Inc. distant 193.64 feet on a course South 47 degrees, 12 minutes east from the easterly line of River Road and from thence running (1) South 47 degrees 12 minutes east along the southerly line of lands of Spencer Kellogg and Sons, Inc. 752.24 feet; thence (2) still along the southerly line of lands of Spencer Kellogg and Sons, Inc. South 54 degrees 17 minutes East 707.82 feet to the exterior line for solid filling established by Riparian Commissioners appointed under the authority of the act entitled "An Act to ascertain the rights of the State and of Riparian owners in the lands lying under the waters of the bay of N.Y. and elsewhere in this State" approved April 11, 1864; thence (3) North 35 degrees 43 minutes east along the said exterior line for solid filling 89.20 feet; thence (4) North 54 degrees 17 minutes west 433.34 feet; thence (5) North 54 degrees 07 minutes west 241.53 feet; thence (6) in a northwesterly direction on a curve to the right having a radius of 680.75 feet, an arc distance of 73.07 feet; thence (7) North 47 degrees 58 minutes west 730.66 feet to the easterly line of the right of way of said New York, Susquehanna & Western Railroad; and thence (8) in a southerly direction along the right of way of said railroad on a curve to the left having a radius of 792 feet, an arc distance of 42.60 feet; thence (9) still along the line of the right of way of said railroad south 21 degrees 14 minutes West 41.38 feet to the point and place of BEGINNING.

The foregoing description being in accordance with a survey made by Walter E. Geiger, L.S., entitled, "Map Showing Proposed Subdivision of a Portion of Spencer Kellogg and Sons, Inc. Property, Edgewater, Bergen County, New Jersey", dated October 15, 1959;

EXCEPTING AND RESERVING from the within described lands and premises unto the said party of first part, its successors and assigns, (a) an easement in perpetuity in the existing lateral sewer crossing the above described premises for the benefit of the lands and premises of the said party of the first part lying north of the premises herein conveyed, together with the right to maintain, repair and replace said sewer and the right to enter upon the

lands herein conveyed for said purposes, and (b) all of the covenants, agreements, rights and privileges set forth in deed dated November 15, 1904 from The New York Transit Company to The Edgewater and Fort Lee Railroad Company, recorded in Book 593 of Deeds for Bergen County, page 202.

SECOND TRACT

All of the right, title and interest, if any, of said party of the first part in and to the lands lying under water in the Hudson River easterly of the above described first tract and which said under water lands are situate, lying and being in the said Borough of Edgewater, and are more particularly described as follows:

BEGINNING at a point in the exterior line for said filling established by the Riparian Commissioners, which said beginning point is also the beginning point of the third course of the above described first tract, and running thence (1) South 34 degrees 17 minutes East 300 feet to the exterior line for piers established by the Riparian Commissioners under date of December 11, 1875; thence (2) North 35 degrees 43 minutes east along the said exterior line for piers 89.20 feet; thence (3) North 54 degrees 17 minutes west 300 feet to the said exterior line for solid filling and thence (4) South 35 degrees 43 minutes west along said exterior line for solid filling 89.20 feet to the point and place of BEGINNING.

The foregoing description being in accordance with a survey made by Walter E. Geiger, L.S., entitled "Map Showing Proposed Subdivision of a Portion of Spencer Kellogg and Sons, Inc. Property, Edgewater, Bergen County, N.J.", dated October 15, 1959.

TO HAVE AND TO HOLD, all and singular the above-mentioned and described lands and premises, together with the tenements, hereditaments and appurtenances thereto appertaining and any and all reversions, remainders, rents, issues and profits unto said party of the second part, its successors and assigns forever.

The within described first and second tracts are herein conveyed together with a right of way thirty (30) feet in width

and in common with the party of the first part, its agents, employees, invitees, tenants, successors, assigns and others in interest in, to and over the tract or parcel of land of the party of the first part situate, lying and being in the said Borough of Edgewater and more particularly described as follows:

BEGINNING at a point in the southerly line of lands of Spencer Kellogg and Sons, Inc. where the same intersects the present easterly line of River Road and from thence (1) north 18 degrees 29 minutes east along the present easterly line of River Road 32.99 feet to a point which is distant 30 feet northerly measured at right angles from the said southerly line of lands of Spencer Kellogg and Sons, Inc.; thence (2) south 47 degrees 12 minutes east and parallel to the said southerly line of Spencer Kellogg and Sons, Inc. 138 feet more or less to the westerly line of the right of way of New York, Susquehanna & Western Railroad, thence (3) southerly along the westerly line of the right of way of New York, Susquehanna & Western Railroad on a course having a radius of 846 feet, an arc distance of 12 feet more or less to a point; thence (4) south 21 degrees 14 minutes west still along the westerly line of the right of way of New York, Susquehanna & Western Railroad 20.14 feet to a point in the southerly line of Spencer Kellogg and Sons, Inc., thence (5) north 47 degrees 12 minutes west along the southerly line of Spencer Kellogg and Sons, Inc. 135.58 feet to the present easterly line of River Road and the point or place of BEGINNING.

The first tract, the second tract and the said right of way are herein conveyed subject to the following:

(A) rights of the State of New Jersey and the United States of America and their lawfully constituted boards, agencies or instrumentalities in any land lying below the high water mark of the Hudson River;

(B) restrictions and reservations set forth in deed dated June 27, 1901 from The State of New Jersey to The New York Transit Company and recorded on May 17, 1937 in Book 2062 of Deeds for Bergen County, page 598;

(C) rights of owners abutting thereon in the Hudson River;

(D) zoning restrictions, rules, regulations and ordinances of the Borough of Edgewater and other governmental authorities and the effect thereof;

(E) outstanding rights of the Borough of Edgewater under deeds recorded in Deed Book 940, page 17, Deed Book 940, page 21, Deed Book 952, page 52 and Deed Book 952, page 322 of Bergen County, in and to the land over which a thirty (30) foot right of way is herein granted to said party of the second part;

(F) such facts as an inspection of the property would disclose or as shown on the aforesaid survey made by Walter E. Geiger dated October 15, 1959; except as may otherwise appear by recorded instruments;

(G) outstanding rights in any brook, drain, stream or water course crossing or bounding the within described premises and such sub-surface conditions as are not disclosed by any instrument of record.

And the said party of the first part does hereby give and grant unto the party of the second part, its successors and assigns the right, at the sole cost and expense of the party of the second part, to relocate the aforementioned lateral sewer crossing the above-described first tract in the event that the sewer, as presently located, shall interfere with the contemplated use by the party of the second part of said lands; provided, however, that the relocation of said sewer shall be done fully in accordance with the laws, ordinances, rules and regulations of the Borough of Edgewater and with the permission of said Borough; and provided further that the party of the first part, its successors and assigns shall have in perpetuity an easement and right of way in the lands described herein as the first tract at the new location

of said lateral sewer for the purpose of using, maintaining, repairing and replacing said lateral sewer, together with the right to enter upon the said lands of the party of the second part for that purpose and the said lands above-described as the first tract are herein conveyed subject to such right of way and easement.

AND said party of the first part does hereby covenant, promise and agree to and with said party of the second part, its successors and assigns, that it has not done or caused, suffered or procured to be done, any act, matter or thing whereby the within described premises or any part thereof, with the appurtenances, are or may be charged or encumbered in estate, title or otherwise.

IN WITNESS WHEREOF, said party of the first part has caused this instrument to be executed and its corporate seal to be hereunto affixed by its corporate officers the day and year first above written.

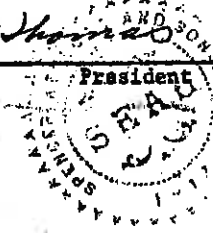
RECEIVED
JUN 20 10 25 AM '60
SHERIFF COUNTY CLERK

SPENCER KELLOGG AND SONS, INC.

ATTEST:

Walter Smith
Secretary

By: *Ked W. Kellogg*
President

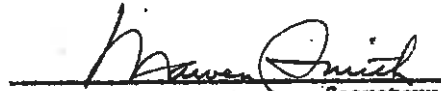


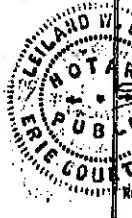
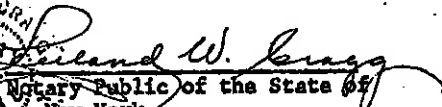
BOOK 153 PAGE 211

STATE OF NEW YORK)
 : SS.:
COUNTY OF ERIE (

BE IT REMEMBERED, That on this 13th day of June, Nineteen Hundred and Sixty, before me the subscriber, a Notary Public of the State of New York, personally appeared Marven Smith who being by me duly sworn on his oath, says that he is the -- Secretary of SPENCER KELLOGG AND SONS, INC., the party of the first part named in the foregoing Instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation; that the said seal was so affixed and the said Instrument signed and delivered by Fred W. Thomas who was at the date thereof the -- President of said corporation, in the presence of this deponent, and said President, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors, and that deponent; at the same time, subscribed his name to said Instrument as an attesting witness to the execution thereof.

Subscribed to and Sworn
to before me this 13 day
of June, 1960.


Secretary



Notary Public of the State of
New York
LELAND W. CRAGG
Notary Public in the State of New York
Residing in Erie County at time of Appointment
My Commission expires Mar. 30, 1962

Charge RECORDING FEE \$ 7.¹⁵
PAID
7.15
D E B I T

26988 JUN 29 1960 PER

ABSTRACTED

Between
SPENCER KELLOGG AND SONS, INC.
And
LEVER BROTHERS COMPANY

DATED: JUNE 13¹⁹⁶⁰

Return To

57837
NEW JERSEY REALTY TITLE
INSURANCE COMPANY
830 BROAD STREET
NEWARK 1, N. J.

be signed by its Vice President the day and year first above written
 Signed sealed and delivered Executive Realty Company (Seal)
 in the presence of By Elmer Mabie Vice President
 Attest: Clarence Mabie Secretary

State of New Jersey
 County of Bergen SS Be it remembered that on this 29th day of April in the year
 of our Lord one thousand nine hundred and twenty before me the subscriber person-
 ally appeared Clarence Mabie who being by me duly sworn on his oath says that he
 is the Secretary of the Executive Realty Company the grantor named in the within
 deed that Elmer Mabie is the Vice President of said corporation that deponent well
 knows the corporate seal of said corporation and the seal affixed to said deed is
 such corporate seal and was thereto affixed and said instrument signed and deliv-
 ered by said Vice President as and for his voluntary act and deed and as and for
 the voluntary act and deed of said corporation in presence of deponent who thereupon
 subscribed his name thereto as witness

Sworn and subscribed before me at Clarence Mabie
 Hackensack N.J. the date aforesaid

May R. Cadmus
 Notary Public of New Jersey
 (\$5.00 Revenue Stamps cancelled.)

"Vice" interlined

Received in the office and recorded April 30th, 1920 at 9:10 A M
 George Van Buskirk Clerk

119701

Alexander J. Shamberg (unmarried)

to

Deed dated April 29th, 1920

Lukenbach Terminals Inc,

This indenture made the twenty ninth day of April in the year one thousand
 and nine hundred and twenty between Alexander J. Shamberg (unmarried) of the
 Borough of Manhattan State of New York party of the first part And Lukenbach
 Terminals Inc. a corporation organized and existing under the laws of the State of
 New Jersey party of the second part Witnesseth that the said party of the first
 part for and in consideration of the sum of one dollar and other valuable considera-
 tions in lawful money of the United States of America to him in hand paid by the

DB 1063-90

R 4-30-20

said party of the second part at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged and the said party of the second part its successors and assigns forever released and discharged from the same by these presents has granted bargained sold aliened remise released conveyed and confirmed and by these presents does grant bargain sell alien remise release convey and confirm unto the said party of the second part and to its successors and assigns forever

All that certain piece parcel or tract of land and premises situate lying and being in Hudson and Bergen Counties at Old Bulls Ferry in the State of New Jersey which taken together is bounded and described as follows Beginning at a point in the centre line of the road leading from Old Bulls Ferry to Hackensack distant thirteen (13) feet on a course north forty nine degrees (N 49° 20' W) and twenty minutes west from a stone monument established on one of the northwesterly boundary lines of this tract to be conveyed as the same is laid down and shown on a map entitled "Map of property belonging to Estate of A C Kingsland and G K Button deceased situated at Old Bulls Ferry in Hudson and Bergen Counties Surveyed March 1890 by Culver and Newham Civil Engineers and Surveyors 146 Broadway New York" and from thence running one south twenty one degrees (S 21° 30' W) and thirty minutes west ten hundred and twenty two and 34/100 (1022.34) feet to a stone monument located in the centre line of Bulls Ferry Road thence (2) south four degrees (S 4° 15' W) and fifteen minutes west along the centre line of said Bulls Ferry Road one hundred and seventy five 05/100 (175.05) feet to a point in the centre of said road distant eleven (11) feet on a course north sixty eight degrees (N 68° 02' W) and two minutes west from a stone monument established on the easterly side of said Bulls Ferry Road one of the southwesterly boundary lines of this tract thence (three) south sixty eight degrees (S 68° 02' E) and two minutes east two hundred and sixty two and 27/100 (262.27) feet to a stone monument thence (four) south seventy one degrees (S 71° 22' E) and twenty two minutes east fifty eight and 08/100 (58.08) feet to a stone monument established on the northeasterly side of Lower Bulls Ferry Road thence (five) south seventeen degrees (S 17° 22' E) and twenty two minutes east nineteen and 8/10 (19.8) feet to a point in the centre line of Bulls Ferry Road thence (six) south fifty two degrees (S 52° 15' W) and thirteen minutes west along the centre line of said road two hundred and twenty two and 09/100 (222.09) feet to a point in the centre line of said Bulls Ferry Road distant thirty four and 17/100 (34.17) feet on a course north forty eight degrees (N 48° 49' W) and forty nine minutes west from a stone monument established on one of the southwesterly boundary lines of this tract and from thence (seven) south forty eight degrees (S 48° 49' E) and forty nine minutes east three hundred and seventy five and 88/100 (375.88) feet to a point on the line of high water on the Hudson River thence (eight) northeasterly along the line of high water of said river the several courses and distances thereof to an old wooden monument said point having been established by previous surveys

made by I D & D E Culver Civil Engineers November 1st 1869 and subsequently by Dodge & Bailey Civil Engineers June 1873 as the same is shown on said map thence (nine) north fifty seven degrees (N 57° 32' W) and thirty two minutes west one hundred and sixty eight and 96/100 (168.96) feet to an old wooden monument thence (ten) south forty four degrees (S 44° 28' W) and twenty eight minutes west one hundred and thirty two (132) feet to an old wooden monument thence (eleven) south seventeen degrees (S 17° 55' W) fifty three minutes west one hundred and thirty two (132) feet to an old wooden monument thence (twelve) north fifty one degrees (N 51° 40' W) and forty minutes west one hundred and thirty two (132) feet to an old wooden monument thence (thirteen) south seventy six degrees (S 76° 20' W) and twenty minutes west eighty six and 48/100 (86.48) feet to a stone monument thence (fourteen) north fifty two degrees (N 52° 05' W) and five minutes west crossing the road to Fort Lee two hundred and thirty one (231) feet to an iron spike fastened in ledge of rock thence (fifteen) north forty nine degrees (N 49° 20' W) and twenty minutes west five hundred and sixty two 06/100 (562.06) feet to a point or place of beginning Containing twenty two and eighty four one hundredths (22.84) acres of land be the same more or less together with piers and buildings thereon excepting contents of buildings and stone crusher equipment machinery and sheds appertaining thereto Excepting from the above described premises the easements of Old Bulls Ferry Road and River Road crossing the above premises and also the easement of the telegraph telephons and electric light poles and lines on said premises and water pipes if any in the bed of either of said highways excepting also from the above described premises that part thereof heretofore conveyed by the party of the first part to the New Jersey Shore Line Railroad Company by deed dated January 7th 1908 and recorded in Book 990 of Deeds page 573 in the office of the Register of Hudson County Excepting also the premises conveyed by the party of the first part to Edgewater & Fort Lee Railroad Company or to a subsidiary corporation of the Erie Railroad Company the strip conveyed being not more than fifty four feet in width Said deed being recorded in Book 724 page 88 of deeds in the Bergen County Clerk's Office

Excepting also a strip along the northwest line of said premises taken for Weehawken Branch of Hudson County Public Road Excepting also an encroachment if any on the northeast line of said premises shown on the C T Bauer Map which encroachment as so designated is about 3 feet wide on the easterly end 13.9 feet on the westerly end and approximately 250 feet in length Together with all the right title and interest of the party of the first part in and to the land under water lying in front of the high water line of the premises hereinbefore described together with all and singular the rights liberties privileges hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reverions and remainders rents issues and profits thereof Being the same premises conveyed to the said Alexander J Shamburg by Charles D Thompson Special Master by deed dated

April 21st, 1903 and recorded in book 562 of deeds pages 14 &c in the office of the Clerk of Bergen County and also recorded in the office of the Register of Hudson County on April 27th, 1903

Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof And also all the estate right title interest property possession claim and demand whatsoever as well in law as in equity of the said party of the first part of in or to the above described premises and every part and parcel thereof with the appurtenances To have and to hold subject to all taxes and assessments assessed for any period subsequent to the year 1919 and subject also to the tenancies of Joseph Devlin and James Raleigh the fee simple of said premises free from incumbrances and all and singular the above mentioned and described premises together with the appurtenances unto the said party of the second part its successors and assigns to its and their own proper use benefit and behoof forever And the said Alexander J. Shamberg for himself his heirs executors and administrators does covenant promise and agree to and with the said party of the second part its successors and assigns that he has not made done committed executed or suffered any act or acts thing or things whatsoever whereby or by means whereof the above mentioned and described premises or any part or parcel thereof now are or at any time hereafter shall or may be impeached charged or encumbered in any manner or way whatsoever except as aforesaid

In witness whereof the said party of the first part has hereunto set his hand and seal the day and year first above written

Signed sealed and delivered

Alexander J. Shamberg (IS)

in the presence of

Albert C. Wall

I.R. Stamps \$1,750 attached

State of New Jersey

County of Hudson SS Be it remembered that on this twenty ninth day of April in the year one thousand nine hundred and twenty before me the subscriber personally appeared Alexander J. Shamberg (unmarried) who I am satisfied is the grantor in the within indenture named; and I having first made known to him the contents thereof he did acknowledge that he signed sealed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed

Albert C. Wall

Master in Chancery of New Jersey

"if any" interlined

Received in the office and recorded April 30th, 1920 at 9:27 A M

George Van Buskirk Clerk

Map Filed In Requisition (nu...)
Completion
Rec'dy Transfer Fee
Recording Fee
By *SC*
Total \$ *1.00*
ERSEMENT
HK

"PS Copy"

Prepared By *Russell C. Kaiser*
Russell C. Kaiser

RECORD AND RETURN TO:
Public Service Elec. & Gas Co.
325 County Avenue
Secaucus, N. J. 07094
Attention: *M. BEDWIN*

JUL 9 10 56 AM '84
Carl R. Hartmann
BERGEN COUNTY CLERK

11.00
.00
11.00
61025
61025
APR 9 84 DFED-

THIS INDENTURE, made this *26th* day of *March*, nineteen hundred and *eighty-four* (19*84*), between *Lever Brothers*, a corporation of the State of Maine, having an office at 390 Park Ave., New York, New York 10022 hereinafter called "Grantor", and

PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a corporation having its office at 80 Park Plaza, Newark, New Jersey, and *NEW JERSEY BELL TELEPHONE COMPANY*, a corporation having its office at 540 Broad Street, Newark, New Jersey, hereinafter called "Grantees". (If name of New Jersey Bell Telephone Company is deleted, the language of this indenture shall be deemed amended accordingly to apply to Grantor and Public Service Electric and Gas Company.)

WITNESSETH:

Grantor for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America to it in hand paid by Grantees, the receipt whereof is hereby acknowledged, and in consideration of the premises, covenants and conditions hereinafter contained and the mutual benefits to be derived herefrom, has given, granted, and conveyed and by these presents does give, grant, and convey unto Grantees, the right, privilege, authority and an easement in perpetuity to install, construct, reconstruct, operate, maintain, inspect, repair, remove and replace utility facilities, hereinafter called "facilities" in, on, and over the property of Grantor, situate in the Borough of Edgewater, Bergen County, New Jersey, approximately as shown on drawing number *DPL-12-257* hereto attached, and hereby made a part hereof, for the purpose of supplying electric and telephone service thereto and for the conduct of their respective businesses, together with the right of access to said property for the aforesaid purposes.

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

Grantees agree that said facilities shall be kept in proper condition and that when it opens or disturbs the surface of said property it will, at its own expense, restore the surface of said property to substantially the same condition in which it was immediately prior thereto. and Grantees agree to indemnify Grantor against any loss or liability arising from or in connection with this easement.

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

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

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

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

BOOK 6848 PAGE 648

R7984

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

Signed, sealed, and delivered

in the presence of

_____ (L.S.)

_____ (L.S.)

Lever Brothers Company
(A Corporation)

By Frank H. Healey
Vice-President



Attest:

D. J. Iunghino
D. J. Iunghino

STATE OF _____ }
COUNTY OF _____ } SS.

BE IT REMEMBERED, that on this _____ day of
nineteen hundred and _____ before me, the subscriber,
personally appeared

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

Prepared by: Russell C. Kaiser
Russell C. Kaiser

STATE OF X NEW JERSEY }
COUNTY OF X BERGEN } SS.

BE IT REMEMBERED, that on this _____ 26th day of March
nineteen hundred and eighty-four before me, the subscriber, a Notary Public of X
New Jersey _____ personally appeared
Frank H. Healey who, I am satisfied, is a Vice President of

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

Linda M. Romano

LINDA M. ROMANO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 29, 1986

END OF DOCUMENT

BOOK 6848 PAGE 649

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

DEED

This Deed is made on as of August, 20 97

Silvana D. Raso
Silvana D. Raso, Esq. X

Consideration \$
Realty Transfer Fee
Recording Fee
By *NO* Totals

BETWEEN: Conopco, Inc., a New York Corporation, successor by merger of Lever Brothers Company

a corporation of the state of New York
having its principal office at 45 River Road, Edgewater, New Jersey referred to as the Grantor,

AND: County of Bergen

whose post office address is 21 Main Street, Hackensack, New Jersey referred to as the Grantee.

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

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of \$94,737.00 (Ninety-four Thousand Seven Hundred Thirty-seven and 00/100)

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of
Block No. Lot No. Account No.

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

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

See legal description attached hereto as Schedule A and made part hereof.

This conveyance is made in connection with a condemnation action commenced by the Borough of Edgewater, a body politic of the State of New Jersey with offices located at 916 River Road, Edgewater, New Jersey ("Edgewater"); pursuant to N.J.S.A. 20:1-1 et seq. entitled "Borough of Edgewater, Plaintiff vs. Lever Brothers Company; Conopco, Inc. d/b/a/ Unilever Research U.S.; Public Service Electric and Gas Company; and Vergona & Sons, Inc. a corporation of the State of New Jersey, Defendants", Docket No. L-2003-96 (the "Condemnation Action"), to acquire, inter alia, to acquire certain lands owned by Conopco, Inc. d/b/a Unilever Research U.S. with offices located at 45 River Road, Edgewater, New Jersey, ("Unilever") which Condemnation Action was settled by an agreement entered into as of May 10, 1996 ("the Condemnation Agreement") and as modified by First Amendment to Agreement dated May 10, 1996, which amendment is dated as of Aug. 20, 1997.

This property is sometimes referred to in the aforesaid agreements as the "Slip Road".

This property (the "Slip Road Parcel") shall be part of the County of Bergen road structure, however access shall be granted to Unilever to use the same as part of its internal road structure. Unilever shall have the right in the future to relocate such slip road on Unilever's property, provided such relocation is approved by the County of Bergen, which approval shall not be unreasonably withheld or delayed.

This parcel of land shall be maintained by the County of Bergen as part of the County road system. The County of Bergen shall be fully responsible for such roadway and by way of explanation but not limitation, shall maintain, plow, repair, reconstruct, re-surface and control the traffic on such roadway as it would with any other roadway in the County of Bergen.

RECORDED-BERGEN COUNTY
97OCT23 AM 11:49

Kathleen A. Bonbrava
COUNTY CLERK

131236

DB BK 8015 PG 681

R10-23-97

**DESCRIPTION
ROADWAY TAKING
SHOWN ON A MAP ENTITLED:
"TAKING MAP"
TAKINGS FOR: SIGNALIZATION EQUIPMENT AND SLIP ROAD
LANDS OF: UNILEVER RESEARCH U.S.
BOROUGH OF EDGEWATER, BERGEN COUNTY, NEW JERSEY
PREPARED BY BOSWELL ENGINEERING
DATED MARCH 19, 1996, LAST REVISED APRIL 24, 1996
DWG. NO. 94-214-PTM-1P**

BEGINNING at a point in the proposed easterly right-of-way line of realigned River Road. Said point being the following courses and distances from the intersection of the division line between Lots 3.01 and 3.02 in Block 96 with the former easterly right-of-way line of the New York Susquehanna and Western Railroad, running, thence;

A. Along said division line S 57° 03'15" E, 148.124 feet to a point where said division line is intersected by the easterly right-of-way line of realigned River Road thence;

B. Along said easterly right-of-way line, on a curve to the right running in a southwesterly direction having a radius of 2,010.00 feet, a delta of 01° 59'31", an arc length of 69.88 feet to a point of tangency, thence;

C. Still along the easterly right-of-way line of realigned River Road S 34° 19'51" W, 296.98 feet to the point of BEGINNING of this description.

Said point having coordinates based on the New Jersey Plane coordinate system of Northing 718,715.31, Easting 2,186,453.26, running, thence;

1. On a curve to the left, tangent to the easterly right-of-way line of realigned River Road, having a radius of 25.00 feet, a delta of 96° 24'49", an arc length of 42.07 feet to a point of tangency, thence;

2. South 62° 04'58" E, 35.78 feet to a point; thence

3. On a curve to the left running in a northeasterly direction, having a radius of 24.00 feet, a delta of 60° 20'14", an arc length of 25.27 feet to a point of tangency, thence;

4. Along the westerly line of a slip road taking (at this point 26 feet wide), N 06° 15'44" E, 64.89 feet to a point of curvature, thence;

5. Still along the same, on a curve to the right, running in a Northeasterly direction having a radius of 125.00 feet, a delta of 20° 48'58", an arc length of 45.41 feet to a point, distant 20.00 feet southeasterly at a right angle from the easterly right-of-way line of realigned River Road, thence;

Schedule A

6. Still along the same, N 34° 19'51" E, 193.42 feet to a point of curvature, thence;
7. Still along the same on a curve to the left having a radius of 2,030.00 feet, a delta of 01° 59'10", an arc length of 70.36 feet to the point in the division line between Lot 3.01 and 3.02 in Block 96, thence;
8. Along said division line S 57° 03'15" E, 25.00 feet to a point where the same is intersected by the easterly line of a 25 foot wide slip road taking, thence;
9. Along said easterly line, on a curve to the right, running in a southeasterly direction, having a radius of 2,055.00 feet, a delta of 01° 58'43", an arc length of 70.97 feet to a point of tangency, thence;
10. Still along the same S 34° 19'51" W, 177.64 feet to a point of curvature, thence;
11. Still along the same on a curve to the left, running in a southwesterly direction, having a radius of 99.00 feet, a delta of 28° 04'07", an arc length of 48.50 feet to a point of tangency, thence;
12. Still along the same S 06° 15'44" W, 64.89 feet to a point of curvature, thence;
13. Still along the same, on a curve to the right, running in a southwesterly direction, having a radius of 50.00 feet, a delta of 21° 39'18", an arc length of 18.90 feet to a point of tangency, thence;
14. Still along the same S 27° 55'02" W, 81.00 feet to a point, thence;
15. Along the southerly line of said slip road taking, N 62° 04'58" W, 79.53 feet to a point, thence;
16. South 27° 55' 02" W, 9.00 feet to a point, thence;
17. On a curve to the left perpendicular to the previous course running in a northwesterly then southwesterly direction, having a radius of 25.00 feet, a delta of 87° 01'39", an arc length of 37.97 feet, to a point of compound curvature in the easterly right-of-way line of realigned River Road, thence;
18. Along the easterly right-of-way line of realigned River Road, on a curve to the right, running in a northeasterly direction, having a radius of 890.00 feet, a delta of 03° 46'01", an arc length of 58.51 feet to a point tangency, thence;

PAGE 3 OF 3

19. Still along the same N 34° 19'51" E, 73.68 feet to the point or place of
BEGINNING.

Containing 17,101 square feet

BOSWELL ENGINEERING

Warren D. Skrable

WARREN D. SKRABLE
Professional Land Surveyor
New Jersey Lic. No. 13457

May 8, 1996

94-214

BK 8015 PG 684

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

Signatures. This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.

Attested by:

Donald A. Smith
Assistant Secretary
DONALD SMITH

Conopco, Inc. a New York Corporation
successor by merger of Lever Brothers
Company

By: Mart Lajos
MART LAJOS Vice President

STATE OF NEW York COUNTY OF New York SS.:

I CERTIFY that on July 31, 1997,

Mart Lajos and Donald A. Smith

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

(a) was the maker of the attached deed;

(b) was authorized to and did execute this deed as Vice President and Assistant Secretary
of Conopco, Inc. the entity named in this deed ;and

(c) this deed was made for \$ 94,737.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Teresa W. Low
(Print name and title below signature)

TERESA W. LOW
Notary Public, State of New York
No. 4787858
Qualified in Putnam County
Certificate Filed in New York County
Commission Expires February 28, 1998

Kay... + ...

<p style="text-align: center;">DEED</p> <p>Conopco, Inc., a New York Corporation successor by merger of Lever Brothers Company</p> <p style="text-align: right;">Grantor.</p> <p style="text-align: center;">TO</p> <p style="text-align: center;">County of Bergen</p> <p style="text-align: right;">Grantee.</p>	<p>Dated: August 20 .19 97</p> <hr/> <p>Record and return to:</p> <p>BERGEN COUNTY COUNSEL Court Plaza South 21 Main St. Hackensack, N.J.</p>
---	---

ABSTRACTED

BK 8015 PG 686

END OF DOCUMENT

DEED

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

Silvana D. Raso
Silvana D. Raso, Esq.

This Deed is made on as of August 20 19 97

BETWEEN

CONOPCO, INC., a New York Corporation, Successor by merger of Lever Brothers Company

a corporation of the state of New York
having its principal office at 45 River Road, Edgewater, New Jersey
referred to as the Grantor,

AND

COUNTY OF BERGEN, a body politic of the State of New Jersey

whose post office address is 21 Main Street, Hackensack, New Jersey
referred to as the Grantee.

The word "Grantee" shall mean all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of \$144,737.00 (ONE HUNDRED FORTY-FOUR THOUSAND SEVEN HUNDRED AND THIRTY SEVEN AND 00/100)
The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of

Block No. Lot No. Account No.
 No property tax identification number is available on the date of this Deed. (Check box if applicable).

Property. The property consists of the land and all the buildings and structures on the land in the County of Bergen Borough of Edgewater and State of New Jersey. The legal description is:
See legal descriptions attached hereto as Schedule A and Schedule B and made part hereof.

This conveyance is made in connection with a condemnation action commenced by the Borough of Edgewater, a body politic of the State of New Jersey with offices located 916 River Road, Edgewater, New Jersey ("Edgewater"); pursuant to N.J.S.A. 20:1-1 et seq., entitled "Borough of Edgewater, Plaintiff v. Lever Brothers Company, Conopco, Inc. d/b/a Unilever Research U.S., Public Service Electric and Gas Company and Vergona & Sons, Inc., a corporation of the State of New Jersey, Defendants", Docket No. L-2003-96 (the "Condemnation Action"), to acquire inter alia certain lands owned by Conopco, Inc. d/b/a Unilever Research U.S., with offices at 45 River Road, Edgewater, New Jersey ("Unilever"), which condemnation action was settled by an agreement entered into dated May 10, 1996 (the "Condemnation Agreement") and as modified by First Amendment to Agreement dated May 10, 1996, which amendment is dated as of August 20, 1997.

These properties are sometimes referred to in the aforesaid agreements as the "Heagney Parking Lot" attached hereto and made part hereof as Schedule A, and the "Additional Heagney Parking Lot" attached hereto and made part hereof as Schedule B.

The within property is conveyed subject to a restrictive covenant whereby no building may be constructed on the subject property without the prior written consent of the Grantor herein, which consent may be withheld by the Grantor in its sole discretion. The restriction shall run with the land and shall be binding on the heirs, executors and/or assigns of the Grantee and any successors in title. It is understood that the within restriction may be enforced by any legal method available to the Grantor including, but not limited to, injunctive relief. It is further understood that any party violating the within restriction shall be responsible to the Grantor for any costs and expenses incurred in enforcing the same including, but not limited to, reasonable attorney fees. The Grantee herein and its successors and assigns have the absolute right to enforce the restrictions above set forth.

Consideration
Realty Transfer Fee
Recording Fee
By *MJD* Totals

RECORDED-BERGEN COUNTY
97OCT 23 AM 11:49

Kathleen A. Leonard
COUNTY CLERK
131237

DB BK 8015 PG 687

R 10-23-97

**DESCRIPTION
PARKING AREA EASEMENT
SHOWN ON A MAP ENTITLED:
"TAKING MAP"
TAKINGS FOR: SIGNALIZATION EQUIPMENT, SLIP ROAD
AND PARKING AREA,
LANDS OF: UNILEVER RESEARCH U.S.
BOROUGH OF EDGEWATER, BERGEN COUNTY, NEW JERSEY
PREPARED BY BOSWELL ENGINEERING COMPANY
DATED MARCH 19, 1996, REVISED TO APRIL 24, 1996
DWG. NO. 94-214-PTM-1P**

BEGINNING at a point of intersection of the division line between Lots 3.01 and 3.02 in Block 96 with the easterly right-of-way line of realigned River Road. Said point being distant along said division line south $57^{\circ} 03' 15''$ E, 193.124 feet from the intersection of the same with the former easterly right-of-way line of the New York Susquahanna and Western Railroad. Said point of BEGINNING having coordinates based on the New Jersey Plane Coordinate System of north 718,994.47, east 2,186,696.92 running, thence;

1. Along said division line between Lots 3.01 and 3.02 in Block 96, S $57^{\circ} 03' 15''$ E, 203.71 feet to a point, thence;
2. S $32^{\circ} 56' 45''$ W, 87.96 feet to a point, thence;
3. N $57^{\circ} 03' 15''$ W, 204.61 feet to a point, in the easterly line of a 25.00 feet wide of a slip road, thence;
4. Along said slip road, N $34^{\circ} 19' 51''$ E, 17.00 feet to a point of curvature, thence;
5. Still along the same on a curve to the left, running in a northeasterly direction, having a radius of 2,055.00 feet, a delta of $01^{\circ} 58' 43''$, an arc length of 70.97 feet to the point or place of BEGINNING.

Containing 17,933 square feet.

BOSWELL ENGINEERING

Warren D. Skrable

WARREN D. SKRABLE
Professional Land Surveyor
New Jersey Lic. No. 13457

April 24, 1996

94-214

SCHEDULE A

BK 8015 PG 688

DSK

WED 08:14 FAX 212 318 3680

UNUS LEGAL NY

203

BEGINNING at a point of the intersection of the division line between Lots 3.01 and 3.02 in Block 98 with easterly right-of way line of realigned River Road. Said point being distant along said division line South 57° 03' 15" East, 393.834 feet from the intersection of the same with the former easterly right-of-way line of the New York Susquahanna and Western Railroad. Said point of **BEGINNING** having coordinates based on the New Jersey Coordinate System of North 718,776.65, East 2,187,029.94 running thence:

1. Along said division line between Lots 3.01 and 3.02 in Block 96, South 57° 03' 15" East, 33.50 feet to a point, thence;
2. South 32° 58' 45" West, 87.96 feet to a point, thence;
3. North 57° 03' 15" West, 33.50 feet to a point, thence;
4. North 32° 58' 45" East, 87.96 feet to a point or place of the **BEGINNING**.

Containing 2,948.66 square feet.

SCHEDULE B

BK 8015 PG 689

Signatures. This Deed is signed and attested to by the Grantor's proper corporated officers as of the date at the top of the first page. Its corporate seal is affixed.

Attested by:

Donald A. Smith
By: Assistant Secretary
DONALD SMITH

Conopco, Inc., A New York Corporation and successor by merger of Lever Brothers Company

By: Mart Lavis
MART LAVIS Vice President

STATE OF NEW YORK COUNTY OF New York SS.:
I CERTIFY that on July 31, 1997.

Donald A. Smith personally came before me and stated under oath to my satisfaction that:
(a) this person was the subscribing witness to the signing of the attached deed;
(b) this deed was signed by mart lavis

who is Vice President of Conopco, Inc.
the entity named in this deed and was fully authorized to and did execute this deed on its behalf;

(c) this deed was made for \$ 144,737.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5); and,
(d) the subscribing witness signed this proof under oath to attest to the truth of these facts.

Signed and sworn to before me on July 31, 1997.

Teresa W. Low
(Print name and title below signature)

(Print name of witness below signature)

TERESA W. LOW
Notary Public, State of New York
No. 4787858
Qualified in Putnam County
Certificate Filed in New York County
Commission Expires February 28, 1998

DEED

Dated: *August 20*, 19 97

Conopco, Inc., a New York corporation and successor by merger of Lever Brothers Company

Grantor.

TO

COUNTY OF BERGEN, a body politic of the State of New Jersey

Grantee.

Record and return to:

BERGEN COUNTY COUNSEL
Court Plaza South
21 Main St.
Hackensack, N.J.

ABSTRACTED

BK 8015 PG 691

END OF DOCUMENT

The State of New Jersey

To

Colby and Company

Incorporated

Deed dated Feb'y 27th 1902

The State of New Jersey

To all to whom these Presents

shall Come Greeting

Whereas Pursuant to an act of the Legislature of said State approved March 31 1869 entitled Supplement to an act entitled An Act to ascertain the rights of the State and of Riparian Owners in the lands lying under the waters of the Bay of New York and elsewhere in said State approved April Eleventh eighteen hundred and sixty four and other acts and joint resolutions of the Legislature of said State the State of New Jersey by its Riparian Commissioners appointed under said act did by Instrument dated the thirtieth day of September A D 1895 duly execute demise lease and to farm let unto The United Oil Company a corporation of the State of New Jersey and to its Successors and assigns th lands under water hereinafter granted

And Whereas on July 1st 1899 the said united Oil Company conveyed to Colby and Company (Incorporated) all its right title interest and estate in the said lease made by the State of New Jersey September 30th 1895

And Whereas the said Colby and Company (Incorporated) being desirous of obtaining a grant of the lands under water hereinafter described upon the terms hereinafter set forth has applied to the Riparian Commissioners of said State for a grant of said lease of said lands under water and it appearing that the said Colby and Company (Incorporated) was now the owners of such title to the lands under water hereinafter granted as was conveyed to said The United Oil Company in and by said lease of September Thirtieth Eighteen hundred and Ninety five and of the rights privileges and franchises included therein so far as the same affect the said lands under water hereinafter granted

And whereas the said Riparian

DB 580-104

R4-13-04

Commissioners to wit Franklin Murphy Governor Willard C Fisk William Cloke John I Holt and John J Farrell having due regard to the interest of navigation and the interest of the State have agreed to grant the lands hereinafter mentioned upon the terms herein set forth and have determined the sum of Seventy Thousand three hundred and fifty (7350 00/100) Dollars as the price or reasonable compensation to be paid to the State for the lands hereinafter granted

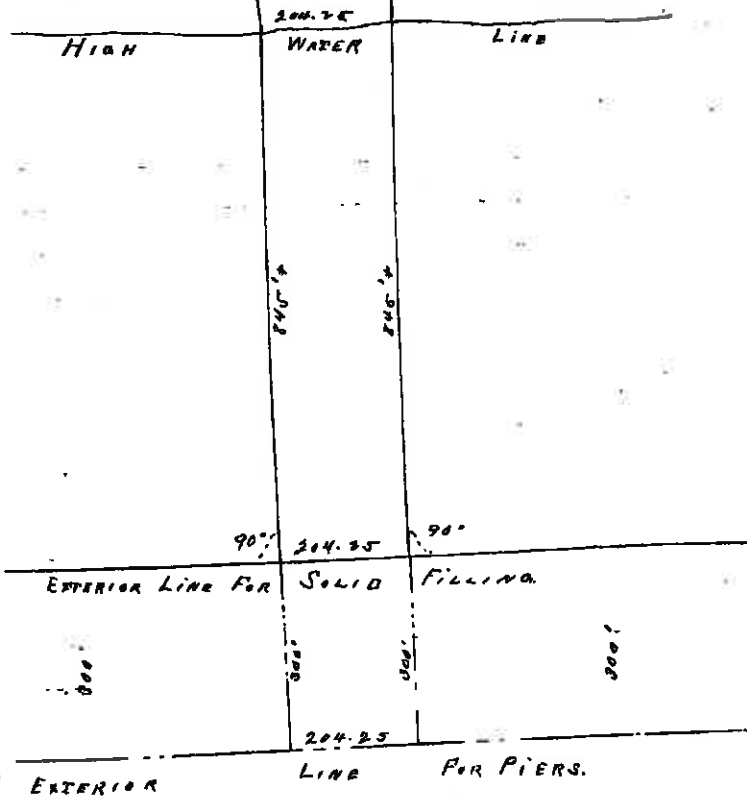
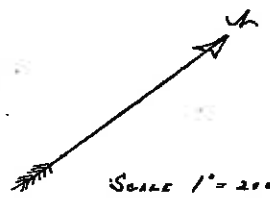
Now therefore the said State of New Jersey by the said riparian Commissioners the Governor approving in consideration of the premises the terms and conditions hereinafter contained and the said sum of Seven Thousand Three Hundred and fifty (7350 00/100) Dollars duly paid by the said Colby and Company Incorporated to the said State the receipt whereof is hereby acknowledged does hereby grant bargain sell and convey subject to the terms covenants conditions and limitations herein contained unto the said Colby and Company Incorporated and their successors and assigns forever

All that parcel of land part of which was formerly and part of which is now flowed by tide water situated near Bills ferry in the Township of Shady side in the County of Bergen and State of New Jersey described as follows Beginning at a point in the highwater line of the westerly shore of the Hudson River where the same is intersected by the division line Between lands now or formerly of A Klipstein and lands formerly of the United Oil Company now Colby and Company Incorporated and from thence southeasterly at right angles with the Riparian Commissioners exterior line for Solid Filling Eight Hundred and forty five feet more or less to said exterior line for Solid Filling established by the Commissioners appointed under the authority of the act entitled An act to ascertain the rights of the State and of Riparian Owners in the lands lying under the waters of the Bay of New York and Elsewhere in the State approved April 11th 1864 and the Supplements thereto Thence Southwesterly at right angles along said Exterior line for Solid Filling Two Hundred and four twenty five one hundredths feet thence Northwesterly at right angles with said Exterior line for solid Filling eight hundred and forty five Feet more or less to the High water line of the Westerly shore of the Hudson River where the same is intersected by the division line Between lands of the Bills Ferry Land Company and lands formerly of the United Oil Company now Colby and Company Incorporated thence Northeasterly along said High water line to the place of beginning

SHADY SIDE
FORMERLY UNITED CO MIN
COLBY'S COMPANY
(INCORPORATED)

BULL. FERRY
LAND CO

A. KLINGSTEIN



HUDSON RIVER

With the right and privilege under the covenants and conditions of this grant to exclude the tide water from so much of the lands ^{as} as lie under tide water by filling in or otherwise improving the same and to appropriate the lands under water above described to their or their exclusive private uses

And also under like terms covenants conditions and limitations all and singular the lands under water lying between the exterior line for solid filling and the exterior line for piers as fixed by the Commissioners appointed under the authority of the act aforesaid and the Supplements thereto and bounded by the Northerly and southerly lines of the first described tract extended easterly to said pier line but said land last described is not to be used for any purpose whatsoever except the erection of a pier or piers thereon underneath which the tide may ebb and flow and no solid filling shall be placed thereon

Provided that The State of New Jersey by its Riparian Commissioners or any other lawful authority may from time to time change the exterior lines for solid filling and piers and fix the same farther from the shore than formerly even though such action may effect the lands hereby granted whenever the State may deem it necessary for its interest so to do and if such exterior lines shall be placed out further from the shore than formerly then the party or parties claiming under this Instrument may within such period as may be fixed by the State either through said Riparian Commissioners or any other lawful authority have the exclusive right to apply for and receive a lease or grant of the additional land under water lying between the present exterior lines above described and the new exterior line or lines that may hereafter be fixed upon payment of such additional rental or compensation and upon such terms as shall be fixed by said Commissioners or other lawful authority or under any present or future law of this State such additional land to be used for solid filling and for piers respectively as directed by the said Commissioners or their successors or other lawful authority under any present or future law of this State

And also provided that the State of New Jersey may grant or lease any of the lands of the State lying in front of the exterior line for solid filling or piers mentioned or referred to herein for the cultivation of oysters or other fish or for any other purpose whatsoever provided that such grant or lease shall not operate to interfere with the reasonable use of and access by water to the lands under water

hereby granted or leased and with the free and uninterrupted navigation between said lands under the water and the main channel of the said Hudson River

And also Provided that if the said Colby and Company Incorporated are not the owners of such title to the land under water hereby granted as was conveyed to said The United Oil Company by said lease of September 30th 1895 and of the rights privileges and franchises included therein so far as the same affect the said land under water hereby granted then and in that event this instrument and conveyance so far as the same binds the State and all the covenants herein on the part of the State shall be void

And also Provided that if the exterior line for solid filling and the exterior line for piers or either of said lines now established or lines that may be hereafter established by the riparian Commissioners or other lawful authority of the State of New Jersey shall be hereafter changed by the action of the authorities of the United States Government and the grantee herein or any party claiming hereunder shall suffer damages the claim or Claims therefor must be made against the authorities of the United States Government and not against the State of New Jersey

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 covered with water and premises subject to the terms conditions and limitations aforesaid unto the said Colby and Company (A Corporation) their successors and assigns forever

In Witness Whereof the said Commissioners have hereunto respectively set their hands and these presents have been signed by the Governor and the Great seal of the said State has been hereunto affixed and attested by the Secretary of State this twenty seventh day of February in the year nineteen hundred and two (1902)

Attest

George Wurts
Secretary of State

Franklin Murphy

Willard C Fisk

William Cloke

John I holt

(SEAL)

John J Farrell

Witness

John C Payne

State of New Jersey

County of Hudson SS

Be it Remembered that on this fifth day of March Nineteen hundred and two before me the subscriber A master in Chancery of New Jersey personally appeared John C Payne who being by me duly sworn on his oath saith that he saw Franklin Murphy Governor Williard C Fisk William Cloke John I Holt and John J Farrell the within named Commissioners sign and deliver the within Deed as their voluntary act and that he the said John C Payne thereupon subscribed his name as an attesting Witness Thereto Sworn and subscribed

before me at Jersey City
the day and year aforesaid

John C Payne

George L Record

Master in Chancery
of New Jersey

Received in the office and recorded April 13th 1904 @ 8 A M

John R Ramsey Clerk

The Hackensack Cemetery

Company

To

Edward D Easton

Deed dated March 21st 1904

This Indenture made the twenty first day of March in the year of our Lord one thousand Nine hundred and four Between The Hackensack Cemetery Company of the first part and Edward D Easton of the

State of New York

County of New York SS I, Thomas L Hamilton Clerk of the County of New York and also Clerk of the Supreme Court for the said County the same being a Court of record do hereby certify that Henry F Smith whose name is subscribed to the certificate of the proof and acknowledgment of the annexed instrument and there on written was at the time of taking such proof and acknowledgment a Notary Public acting in and for said County duly commissioned and sworn and authorized by the laws of said State to take the acknowledgments and proofs of deeds or conveyances for lands tenements hereditaments in said State of New York and further that I am well acquainted with the handwriting of such Notary Public and verily believe that the signature to said certificate of proof or acknowledgment is genuine

IN Testimony Whereof I Have hereunto set my hand and affixed the seal of the said Court and County the 21st day of July 1904

Thos L Hamilton Clerk (Seal)

Received in the office and recorded July 22nd 1904 at 8 A.M.

John R Ramsey Clerk

The State of New Jersey

TO

Deed Dated June 30th 1904

Colby & Company

Incorporated

The State of New Jersey To All to whom these presents shall come or may Concern Greeting Whereas pursuant to an act of the Legislature of said State Approved March 21st 1871 entitled " A Further Supplement to an act entitled "An Act ascertain the rights of the State and of Riparian owners in the lands lying under the waters of the Bay of New York and elsewhere in this State" Approved April Eleventh One thousand eight hundred and sixty four and other acts and joint resolutions of the Legislature of said said State Colby & Company (Incorporated) being the owner of lands fronting on the Hudson River near Bulls Ferry in the Township of Shadyside in the County of Bergen and State of New Jersey which lie above high water mark and in front of which the lands under water hereinafter described are situated has applied

DB 586-118

R7-22-04

to the Riparian Commissioners of said State for a grant of the said lands under water and to have the said Commissioners fix the boundaries of the said lands under water and determine the price or compensation to be paid to the said State therefor and the terms and conditions of said grant

And Whereas the State of New Jersey by its Riparian Commissioners did on February Twenty seventh Nineteen Hundred and Two grant to the said Colby & Company (Incorporated) a tract of land under water situate near Bulls Ferry in the Township of Shadyside in the County of Bergen and State of New Jersey with the right and privilege of filling in or otherwise improving the same

And Whereas the said grant contained a covenant on the part of the State that if and when the exterior lines mentioned in said grant or either of them should be extended the grantee might have the exclusive right to apply for and receive a grant of the additional land between the former line or lines and the new line or lines under the conditions of said extension

And Whereas on April seventh Nineteen Hundred and Three the United States Government extended the exterior line for solid filling mentioned and described in said grant of February Twenty seventh Nineteen Hundred and Two which line was adopted by the Riparian Commission of New Jersey April twenty eighth nineteen hundred and four:

And Whereas the said Colby & Company Incorporated has made application for the right to use the additional land under water between the former exterior line for solid filling and the New Exterior line for solid filling for the purpose of filling in the same in accordance with the provisions of said grant of February Twenty seventh Nineteen Hundred and two,

and Whereas the said Riparian Commissioners to wit Franklin Murphy, Governor, William Cloke, Robert Williams, M.F. McLaughlin and John R Reynolds having due regard to the interest of navigation and the interests of the State have agreed to grant the lands under water hereinafter mentioned upon the terms herein set forth and have determined the sum of one dollar as the price or reasonable compensation to be paid to the State for the said lands:

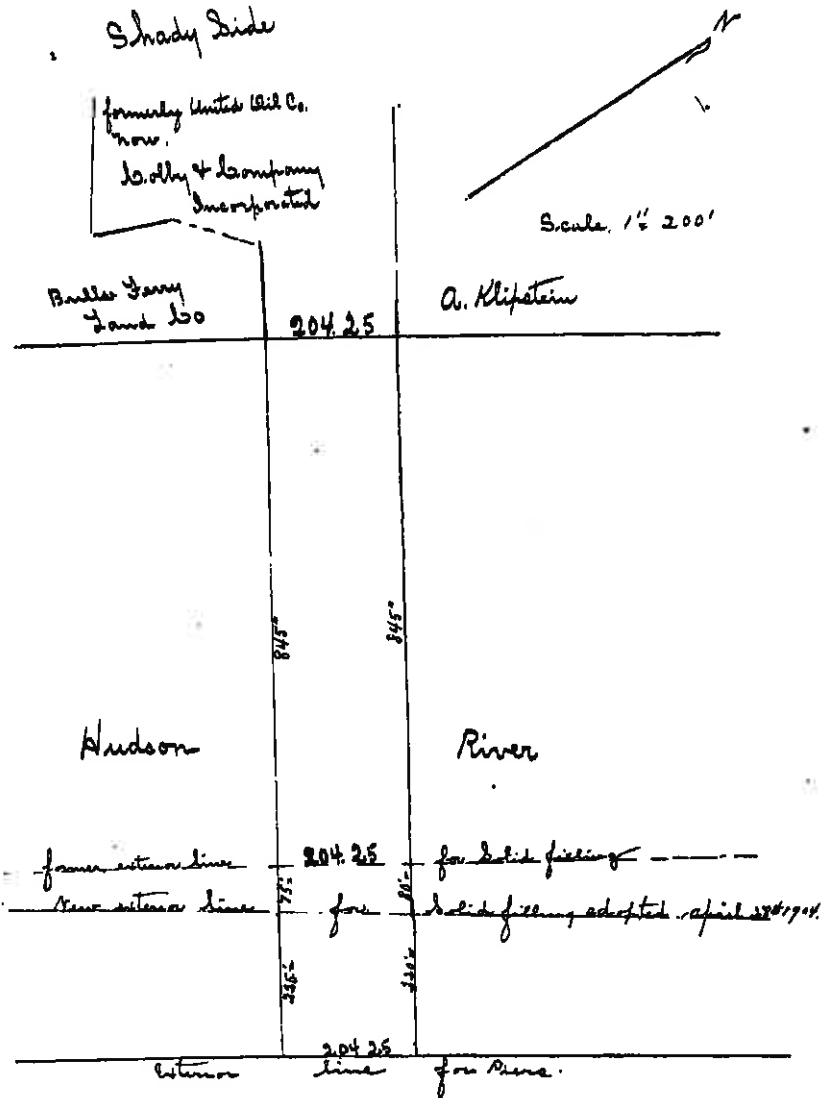
Now Therefore the said State of New Jersey by the said Riparian Commissioners the Governor Approving in consideration of the premises the terms and conditions hereinafter contained and the sum of One dollar duly paid by the said Colby & Company (Incorporated) to the said State the receipt whereof is hereby acknowledged does hereby grant bargain sell and convey subject to the terms covenants conditions and limitations herein contained and contained in the said grant of February twenty seventh Nineteen Hundred and two

unto said Colby & Company (Incorporated) and to its successors and assigns forever

All that parcel of land now or formerly flowed by tide water situated near Bulls Ferry in the Township of Shadyside in the County of Bergen and State of New Jersey described as follows Beginning at a point in the former exterior line for solid filling referred to in said grant to Colby and Company (Incorporated) of February Twenty seventh nineteen hundred and two where the same is intersected by the southwesterly line of lands under water described in said grant And from thence southeasterly in line with said southwesterly line extended seventy Five (75) feet more or less to the New Exterior line for solid filling established by the United States Government April seventh Ninteen hundred and three and adopted April twenty eighth nineteen Hundred and four by the Commissioners appointed under the authority of the act entitled An act to Ascertain the rights of the State and of Riparian Owners in the lands lying under the waters of the Bay of New York and Elsewhere in this State Approved april 11th A.D. 1864 and the supplements thereto thence northeasterly along said New Exterior line for solid filling as established by the United States Government and shown on the map hereto annexed two hundred and four and twenty five one hundredths (204.25) feet more or less to the northeasterly line of lands under water granted by the State of New Jersey To Colby & Company (Incorporated) February twenty seventh Nineteen hundred and two thence northwesterly along the northeasterly line of lands so granted eighty (80) feet more or less to the former exterior line for Solid filling described in said Grant to Colby & Company (Incorporated) on February twenty seventh nineteen Hundred and two thence southwesterly along said Former exterior line for solid filling two hundred and four and twenty five one hundredths (204.25) feet to the place of beginning.

With the right and privilege under the covenants and conditions of this grant and of the grant of February Twenty seventh nineteen hundred and two to exclude the tide water from so much of the lands above described as lie under tide water by filling in or otherwise improving the same and to appropriate the lands under water above described to its and their exclusive private uses.

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 under water and premises subject to the terms conditions and limitations aforesaid unto the said Colby AND company (Incorporated and to its successors and assigns forever.



IN Witness Whereof the said Commissioners have hereunto respectively set their hands and these presents have been signed by the Governor and the Great Seal of the said State has been hereunto affixed and attested by the Secretary of State this Thirtieth day of June in the Year Nineteen Hundred and four

Witness

John C Payne

S.D. Dickinson

Secty of State

Franklin Murphy Governor

William Cloke

Robert Williams (- S - E - A - L -)

M.F. McLaughlin

J.R. Reynolds

State of New Jersey

County of Hudson SS Be It Remembered that on this Fifteenth day of July Nineteen Hundred and four before me the subscriber a Master in Chancery of New Jersey personally appeared John C Payne who being by me duly sworn on his oath saith that he saw Franklin Murphy Governor, William Clois Robert Williams, M.F. McLaughlin and John R. Reynolds the within named Commissioners sign and delivered the within deed as their voluntary act and deed that he the said John C Payne thereupon subscribed his name as an attesting witness thereto

Sworn and subscribed before

me at Jersey City the day and year
aforesaid

John C Payne

George L Record

Master in Chancery
of New Jersey

Received in the office and recorded July 22nd 1904 at 8 A.M.

John R. Ramsey Clerk

Lewis A. Allen and
Alice J Allen his wife

TO

Deed Dated July 12th 1904

Lilly Dakin Schweizer

This Indenture made the Twelfth day of July in the year of Our Lord One thousand Nine Hundred and four Between Lewis A. Allen and Alice J. Allen his wife of the City of Passaic in the County of Passaic and State of New Jersey party of the first part and Lilly Dakin Schweizer of the Borough of Wallington in the County of Bergen and State of New Jersey party of the second part witnesseth that the said party of the first part for and in consideration of one dollar money of the United States of America to them in hand well and truly paid by the said party of the second part at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged and the said party of the first part therewith fully satisfied contented and paid have given granted bargained sold aliened released enfeoffed conveyed and confirmed and by these presents do give grant bargain

she signed sealed and delivered the same as her voluntary act and deed freely and without any fear threats or compulsion of or from her said husband.

Raymond P Wortendyke

Master in Chancery

of New Jersey.

Received in the office and recorded September 30th 1911 10.15 A. M.

Charles R. Thompson Clerk

17366

The State of New Jersey.

to

Grant dated September 7th 1911

Argan Tannin Company

The State of New Jersey:

TO all to whom these presents shall come

Greeting whereas pursuant to an act of the Legislature of said State approved March 31 1869 entitled "Supplement to an act entitled, "An Act to ascertain the rights of the state and of Riparian owners in the lands lying under the waters of the bay of New York and elsewhere in this state" Approved April eleventh eighteen hundred and six; four" and other acts and joint resolutions of the Legislature of said State the state of New Jersey by its Riparian Commissioners appointed under said act did by instrument dated the twenty-fifth day of April A. D. 1907 duly executed demise lease and to farm let unto Bulls Ferry Chemical Company a corporation created under the laws of the state of New Jersey and to its successors and assigns the lands under water hereinafter granted.

And whereas the Argan Tannin Company a corporation of the state of Delaware being desirous of obtaining a grant of the lands under water hereinafter described upon the terms hereinafter set forth has applied to the Riparian Commissioners of said state for a grant of said lands under water and it appearing that the said The Argan Tannin Company is now the owner of such title to the lands under water hereinafter granted as was conveyed to said Bulls Ferry Chemical Company in and by said lease of April twenty-fifth nineteen hundred and seven and of the rights privileges and franchises included therein so far as the same effect the said lands under water hereinafter granted- . . . And whereas the said Riparian Commissioners to wit Woodrow Wilson Governor M. F. Mc Laughlin Henry T. Caulliet Joseph A. Birkholz and J. Ward Richardson having due regard to the interests of navigation and the interests of the state have agreed to grant the lands hereinafter mentioned

DB 797-155

R9-30-11

upon the terms herein set forth and have determined the sum of forty-nine thousand four hundred and ten 00/100 dollars (\$49,410.00) as the price or reasonable compensation to be paid to the state for the lands hereinafter granted. Now therefore the said state of New Jersey by the said Riparian Commissioners the Governor approving in consideration of the premises the terms and conditions hereinafter contained and the said sum of forty-nine thousand four hundred and ten 00/100 dollars (\$49,410.00) duly paid by the said The Argan Tannin Company to the said state the receipt whereof is hereby acknowledged does hereby grant bargain sell and convey subject to the terms covenants conditions and limitations herein contained unto the said The Argan Tannin Company and to its successors and assigns forever.

All that parcel of land flowed by tide water situate in the Borough of Edgewater in the county of Bergen and state of New Jersey described as follows:- Beginning at a point in the original high water line of the northwesterly shore of the Hudson River where the same is intersected by the division line between lands of J. T. and W. S. Pyle and lands formerly of Bulls Ferry Chemical Company (now the said The Argan Tannin Company) and from thence along the southwesterly line of lands under water granted by the state of New Jersey to Jeanette H. Martin and John J. Lynes Executors March 30th 1899 south fifty-four degrees and ten minutes east (S 54° 10' E.) (meridian of survey by Earle & Harrison August 1st 1905) eight hundred and seventy-five and 67/100 (875.67) feet to the New Exterior line for solid filling established by the Secretary of War April 7th 1903 and adopted April 28th 1904 by the Commissioners appointed under the authority of the act entitled "An Act to ascertain the rights of the state and of Riparian owners in the lands lying under the waters of the Bay of New York and elsewhere in this state" approved April 11th A. D. 1864 and the supplements thereto; thence along said New Exterior line for solid filling south thirty-seven degrees forty-nine minutes and thirty seconds west (S 37° 49' 30" W) (Meridian as above) three hundred and twenty-nine and 6/10 (329.6) feet to the northeasterly line of lands under water granted by the state of New Jersey to Colby & Company Incorporated February 27th 1902; thence along the northeasterly line of lands so granted north fifty-four degrees and ten minutes west (N. 54° 10' W.) (Meridian as above) eight hundred and fifty-nine and 35/100 (859.35) feet to a point in the original high water line of the northwesterly shore of the Hudson River; thence northeasterly along said high water line to the place of beginning.

With the right and privilege under the covenants and conditions of this grant to exclude the tide water from so much of the lands above described as lie under tide-water by filling in or otherwise improving the same and to appropriate the lands under water above described to its exclusive private uses. And also under like terms covenants conditions and limitations all and singular the lands under water lying between the exterior line for solid filling and the exterior line for piers as fixed by the Commissioners appointed under the authority of the act aforesaid and the supplements thereto and bounded by the northeasterly and southwesterly lines of the first described tract extended southeasterly to said pier line; but said land last described is not to be used for any purpose whatsoever except the erection of a pier or piers thereon underneath which the tide may ebb and flow and no solid filling shall be placed thereon. Provided that the state of New Jersey by its Riparian Commissioners or any other lawful authority may from time to time change the exterior lines for solid filling and piers and fix the same further from the shore than formerly even though such action may affect the lands hereby granted whenever the state may deem it necessary for its interest so to do; and if such exterior or pier lines shall be placed out further from the shore than formerly then the party or parties claiming under this instrument may within such period as may be fixed by the state either through said Riparian Commissioners or any other lawful authority have the exclusive right to apply for and receive a lease or grant of the additional land under water lying between the present exterior lines above described and the new exterior line or lines that may hereafter be fixed upon payment of such additional rental or compensation and upon such terms as shall be fixed by said Commissioners or other lawful authority or under any present or future law of this state; such additional land to be used for solid filling and for piers respectively as directed by the said Commissioners or their successors or other lawful authority under any present or future law of this state. And also provided that the state of New Jersey may grant or lease any of the lands of the state lying in front of the exterior line for solid filling or piers mentioned or referred to herein for the cultivation of oysters or other fish or for any other purpose whatever provided that such grant or lease shall not operate to interfere with the reasonable use of and access by water to the lands under water hereby granted or leased and with the free and uninterrupted navigation between said lands under water and the main channel of the said Hudson River. And also provided that if the said The Argam Tannin Company is not the owner of such title to the land under water hereby granted as was conveyed to said Bulls Ferry Chemical Company by said lease of April twenty-fifth nineteen hundred and seven and of the

rights privileges and franchises included therein so far as the same affect the said land under water hereby granted then and in that event this instrument and conveyance so far as the same binds the state and all the covenants herein on the part of the state shall be void. And also provided that if the exterior line for solid filling and the exterior line for piers or either of said lines now established or lines that may be hereafter established by the Riparian Commissioners or other lawful authority of the state of New Jersey shall be hereafter changed by the action of the authorities of the United States Government and the grantee herein or any part claiming hereunder shall suffer damages the claim or claims therefor just be made against the authorities of the United States Government and not against the state of New Jersey.

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 covered with water and premises subject to the terms conditions and limitations aforesaid unto the said The Argan Tannin Company and to its successors and assigns forever. In

In witness whereof the said commissioners have hereunto respectively set their hands and these presents have been signed by the Governor and the Great Seal of the said state has been hereunto affixed and attested by the Secretary of State this seventh day of September in the year nineteen hundred and eleven.

(SEAL)

Woodrow Wilson Governor

H. T. Cullet

J. A. Birkholz

J. Ward Richardson

Witness John C. Payne

Attest:- S. D. Dickinson

Secy of State.

State of New Jersey

County of Hudson SS

Be it remembered that on this twentieth day of September nineteen hundred and eleven before me the subscriber a Master in Chancery of New Jersey personally appeared John C. Payne who being by me duly sworn on his oath saith that he saw Woodrow Wilson Governor Henry T. Cullet Joseph A. Birkholz and J. Ward Richardson three of the within named Commissioners sign and deliver the within deed as their voluntary act and that he the said John C. Payne thereupon subscribed his name as an attesting witness thereto.

Sworn & subscribed before me at
Jersey City the day and year aforesaid
John - Griffin

John C. Payne

Master in Chancery
of New Jersey.

Received in the office and recorded September 30th 1911 10.22 A. M.

Charles F. Thompson Clerk.

17367

Sandford C. Bolling and
Ada L. his wife
to
Fisher Howe Booth

Deed dated September 8th 1911

This indenture made the eighth day of
September in the year of our Lord one thousand nine hundred and eleven between Sandford
C. Bolling and Ada L. Bolling his wife both of Garden City county of Nassau state
of New York parties of the first part and Fisher Howe Booth of Englewood county of Ber-
gen and state of New Jersey party of the second part witnesseth that the said party of
the first part for and in consideration of the sum of one (\$1.00) dollar lawful money
of the United States of America to them in hand well and truly paid by the said party
of the second part at or before the sealing and delivery of these presents the receipt
whereof is hereby acknowledged and the said parties of the first part therewith fully
satisfied contented and paid have given granted bargained sold aliened released
enfeoffed conveyed and confirmed and by these presents do give grant bargain sell
alien release enfeoff convey and confirm to the said party of the second part and to
his heirs and assigns forever.

All that certain piece or parcel of land
and premises hereinafter particularly described situate lying and being in the city of
Englewood in the county of Bergen and state of New Jersey Beginning at a point where
the center line of Cedar Street intersects the center line of Lydecker Street and
running thence (1) south 44° 25' east 227.40 feet along the center line of Cedar Street
thence (2) north 37° 47' 30" east 191 feet; thence (3) north 59° 57' 30" west
256.85 feet to the center line of Lydecker Street and thence (4) south 24° 41' west
128.92 feet along the center line of Lydecker Street to the point or place of
beginning. Being a part of the same premises conveyed to Sandford C. Bolling
by Adam S. Matheson and Sarah F. his wife by deed dated July 25, 1905 and recorded
in the office of the Clerk of Bergen County on July 26 1905 in Book 607 of Deeds pages

State of New Jersey

County of Bergen ss Be it remembered that on this 7th day of May in the year of our Lord one thousand nine hundred and thirty seven before me the subscriber a Notary Public in and for the county and state aforesaid personally appeared Emma Temple widow who I am satisfied is the grantor mentioned in the within instrument and to whom I first made known the contents thereof and thereupon she acknowledged that she signed sealed and delivered the same as her voluntary act and deed for the uses and purposes therein expressed.

Arthur J Rooney
Notary Public of New Jersey

(\$4.00 Revenue stamp cancelled)

Received in the office and recorded May 17 1937 at 9:08 A M

James W Mercer Clerk

555755

State of New Jersey by
Riparian Commissioners

to

Grant dated June 27 1901

The New York Transit Company

The State of New Jersey:

To all to whom these presents shall come or may concern Greeting:

Whereas, Pursuant to an act of the Legislature of said State approved March 21st, 1871 entitled "A further supplement to an act entitled "An act to ascertain the rights of the State and of Riparian owners in the lands lying under the waters of the bay of New York and elsewhere in this State" approved April eleventh one thousand eight hundred and sixty four and other acts and joint resolutions of the Legislature of said State The New York Transit Company being the owner of lands fronting on the Hudson River in the Township of Ridgefield in the County of Bergen and State of New Jersey which lie above highwater mark and in front of which the lands under water hereinafter described are situated has applied to the Riparian Commissioners of said State for a grant of the said lands under water and to have the said Commissioners to fix the boundaries of the said lands under water and determine the price or compensation to be paid to the said State therefor and the terms and conditions of said grant

And Whereas the said Riparian Commissioners to wit: Foster M. Voorhees, Governor Willard C Fisk, William Cloke, John I. Holt and John J. Farrell having due regard to the interest of navigation and the interests of the State have agreed to

DB BOOK 2062 PAGE 598

R5-17-37

grant the lands under water hereinafter mentioned upon the terms herein set forth and have determined the sum of Ten thousand five hundred ninety two and 64/100 (\$10,592.64/100) Dollars as the price or reasonable compensation to be paid to the State for the said lands.

Now therefore, the said State of New Jersey by the said Riparian Commissioners the Governor approving in consideration of the premises the terms and conditions hereinafter contained and the said sum of Ten thousand five hundred ninety-two and 64/100 (\$10,592.64/100) Dollars duly paid by the said The New York Transit Company to the said State the receipt whereof is hereby acknowledged does hereby grant bargain sell and convey subject to the terms covenants conditions and limitations herein contained unto the said The New York Transit Company and to its successors and assigns forever

All that parcel of land all of which was formerly and part of which is now flowed by tide water lying in the Township of Ridgefield in the County of Bergen and State of New Jersey described as follows: Beginning at a point in the high water line of the westerly shore of the Hudson River where the same is intersected by the division line between lands now or formerly of the New York Coal Tar Chemical Company and lands of the said The New York Transit Company and from thence along the southerly line of lands under water granted by the State of New Jersey to The New York Coal Tar Chemical Company April 8th, 1882, south fifty-four degrees and seventeen minutes East (S. 54° 17' E.) six hundred and twenty and 08/100 (620 08/100) feet to the Exterior Line for solid Filling established by the Commissioners appointed under the authority of the act entitled "An Act to ascertain the rights of the State and of Riparian owners in the lands lying under the waters of the bay of New York and elsewhere in the State" approved April 11th, A.D. 1864 and the supplements thereto thence along said Exterior Line for Solid Filling south thirty-five degrees and forty-three minutes West two hundred and twenty and 68/100 (220 68/100) feet to a point; thence north fifty-four degrees and seventeen minutes west (N. 54° 17' W.) seven hundred and seven and 82/100 (707 82/100) feet to the highwater line of the westerly shore of the Hudson River where the same is intersected by the southerly line of lands of said The New York Transit Company thence northeasterly along said high water line to the place of beginning

(Map filed in can in Registry Division)

With the right and privilege under the covenants and conditions of this grant to exclude the tide-water from so much of the lands above described as lie under tide-water by filling in or otherwise improving the same and to appropriate the lands under water above described to its and their exclusive

private uses. And also under like terms, covenants, conditions and limitations all and singular the lands under water lying between the exterior line for solid filling and the exterior line for piers as fixed by the Commissioners appointed under the authority of the act aforesaid and the supplements thereto and bounded by the northerly and southerly lines of the first described tract extended easterly to said pier line but said land last described is not to be used for any purpose whatsoever except the erection of a pier or piers thereon underneath which the tide may ebb and flow and no solid filling shall be placed thereon.

Provided that the State of New Jersey by its Riparian Commissioners or any other lawful authority may from time to time change the exterior lines for solid filling and piers and fix the same farther from the shore than formerly even though such action may affect the lands hereby granted whenever the State may deem it necessary for its interest so to do and if such exterior lines shall be placed out further from the shore than formerly then the party or parties claiming under this instrument may within such period as may be fixed by the State either through said Riparian Commissioners or any other lawful authority have the exclusive right to apply for and receive a lease or grant of the additional land under water lying between the present exterior lines above described and the new exterior line or lines that may hereafter be fixed upon payment of such additional rental or compensation and upon such terms as shall be fixed by said commissioners or other lawful authority under any present or future law of this state such additional land to be used for solid filling and for piers respectively as directed by the said Commissioners or their successors or other lawful authority under any present or future law of this State.

And also provided that the State of New Jersey may grant or lease any of the lands of the State lying in front of the exterior line for solid filling or piers mentioned or referred to herein for the cultivation of oysters or other fish or for any other purpose whatever provided that such grant or lease shall not operate to interfere with the reasonable use of and access by water to the lands under water hereby granted and with the free and uninterrupted navigation between said lands under water and the main channel of the said Hudson River.

And also provided that if the said The New York Transit Company is not the owner of the land adjoining the land under water hereby granted then and in that event this instrument and conveyance so far as the same binds the State and all the covenants herein on the part of the State shall be void as affecting any part or parts of said land which joins land not owned by the said The New York Transit Company,

And also provided that if the exterior line for solid filling and the

exterior line for piers or either of said lines now established or lines that may be hereafter established by the Riparian Commissioners or other lawful authority of the State of New Jersey shall be hereafter changed by the action of the authorities of the United States Government and the grantee herein or any party claiming hereunder shall suffer damages the claim or claims therefor must be made against the authorities of the United States Government and not against the State of New Jersey.

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 under water and premises subject to the terms conditions and limitations aforesaid unto the said The New York Transit Company, its successors and assigns forever.

In witness whereof the said Commissioners have hereunto respectively set their hands and these presents have been signed by the Governor and the Great Seal of the said State has been hereto affixed and attested by the Secretary of State this twenty-seventh day of June in the year nineteen hundred and one.

Witness	(Seal)
John C Payne	Foster M Voorhees Governor
Attest	Willard C Fisk
George Wurts	John J Farrell
Secretary of State	John I Holt
	William Cloke (Seal reader The Great Seal of the State of New Jersey MDCCLXXVI)

State of New Jersey
County of Hudson ss Be it remembered that on this first day of July nineteen hundred and one 1901 before me the subscriber a Master in Chancery of New Jersey personally appeared John C Payne who being by me duly sworn on his oath saith that he saw Foster M. Voorhees, Governor, Willard C. Fisk, John J. Farrell, John I Holt, and William Cloke the within named Commissioners sign and deliver the within deed as their voluntary act and that he, the said John C. Payne thereupon subscribed his name as an attesting witness thereto.

Sworn and subscribed before me John C Payne
at Jersey City the day and year aforesaid
George L Record
Master in Chancery of New Jersey

Received in the office and recorded May 17 1957 at 9.08 A M
James W Herroer Clerk

POWER OF ATTORNEY

This Power of Attorney is made on August 10,

Between: the Principal(s)

19 84

Map Filed In Requisition Roof

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

James R. Johnson, Chief
Bureau of Tidelands

RECEIVED
JAN 30 11 29 AM '85

Consideration \$
Realty Transfer Fee
Recording Fee
Totals

40

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;

JAN 30 85 DEED- 9,323 27.00 .00 27.00

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

RECEIVED
JAN 27 1985
BERGEN COUNTY
CLERK OF SUPERIOR COURT
JAN 27 1985

BETWEEN: HERITAGE ARMS OF RIDGEMOOD, A PARTNERSHIP,

This Deed is made on January 27, 1985

DEED

1982 BY ALL-STATE LEGAL SUPPLY CO
One Commerce Drive, Cranford, N.J. 07018
COPY

HARVEY D. BROOKS

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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 Hudson 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 Department of Conservation and Economic Development, Division of Planning and Development, map showing lands under tidewater situate 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

(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.

BRING the same premises conveyed to the grantors by the following deeds:
Deed from 400 Willow Tree Road Corp., a New Jersey corporation, dated June 1, 1979
and recorded June 22, 1979 in the Office of the Clerk of Bergen County in Deed
Book 6508 page 210; Deed from Felix Flores and Catalina E. Flores, his wife,
dated October 13, 1981 and recorded October 15, 1981 in the Office of the Clerk
of Bergen County in Deed Book 6657, page 506; and Deed from Gladys Tatro, unmarried,
dated October 13, 1981 and recorded October 15, 1981 in the

Also known as 400 Willow Tree Road, Leonia, New Jersey

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.

DEED

103-DEED - BARGAIN AND SALE (Governor's Act)
IND. TO IND. OR CORP. - First Language
GRAVST-1

This Deed is made on January 24, 1985

BETWEEN

13,917-088
48,217-088
48,215-088
48,216-088

TRACT #4

BEGINNING at a point in the division line between Block 96 and 97 where the same is intersected by the former centerline of a 5 foot wide stream as determined from overlay #714-2184 "North Bergen East" said point being distant along the division line between Block 96 and 97 South 56 degrees 17 minutes 15 seconds East 320.778 feet from the intersection of the same with the easterly right-of-way line of the New York Susquehanna and Western Railroad.

Along the former centerline of a 5 foot wide stream the following 5 courses:

- (1) South 18 degrees 00 minutes 15 seconds West, 252.443 feet; thence
- (2) South 08 degrees 07 minutes 48 seconds West, 14.142 feet; thence
- (3) South 26 degrees 33 minutes 54 seconds East, 15.653 feet; thence
- (4) South 56 degrees 47 minutes 36 seconds East, 131.469 feet; thence
- (5) South 60 degrees 56 minutes 43 seconds East 102.956 feet to a point where said centerline of the former 5 foot wide stream intersected the former high water line of the Hudson River; thence
- (6) Along the former high water line of the Hudson River as determined from overlay #714-2184 "North Bergen East" South 60 degrees 15 minutes 18 seconds East, 80.623 feet to a point where the aforementioned high water line is intersected by the deed high water line of the Hudson River; thence
- (7) Along the former mean high water line as determined from the deed South 48 degrees 56 minutes 43 seconds West, 41.110 feet to a point where the same is intersected by the former mean high water line of the Hudson River as determined from overlay #714-2184 "North Bergen East"; thence
- (8) Along the last mentioned high water line of the Hudson River North 33 degrees 41 minutes 24 seconds West 68.506 feet to a point; thence
- (9) Still along the same North 05 degrees 43 minutes 38 seconds West, 10.050 feet to a point at the end of the fifth

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

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

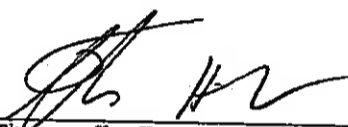
By acceptance hereof, the grantee herein acknowledges the existence of solid fill over the entire area of the lands granted herein to which the State of New Jersey claims ownership as having been formerly flowed by tidewater but which claim is by virtue of this grant released to the grantee.

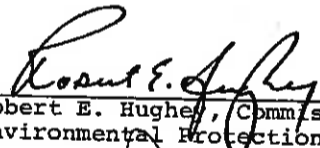
TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging.


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.

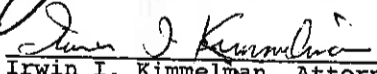



Thomas H. Kean, Governor


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
DEPARTMENT OF ENVIRONMENTAL
PROTECTION
DIVISION OF

~~XXXXXXXXXX~~
COASTAL RESOURCES

Recorded in Liber...X-6.....

Folio...#102..7..#114

THE STATE OF NEW JERSEY

TO

LEVER BROTHERS COMPANY.....

Grant

Dated November 1, 1984

*Richard Demery, Schenckoff Road
1 Speedwell Ave
Morristown, NJ 07960-1981*

THIS CONVEYANCE SHOULD BE RE-
CORDED IN THE DEED RECORD AT
THE CLERK'S OFFICE IN THE COUNTY
IN WHICH THE LANDS ARE SITUATE.

ABSTRACTED

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, does hereby grant, bargain, sell and convey unto the said LEVER BROTHERS COMPANY, a Maine corporation, and to its successors and assigns the following:

ALL that tract or parcel 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 map attached hereto and made a part hereof as Exhibit A (Map #82-0551) and lying within a tract or parcel of land more particularly described as follows:

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 said point being distant along said County division line South 59 degrees 12 minutes 20 seconds East, 103.00 feet from an existing iron pin marking a bend point in said County's division line. Said iron pin 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 eleven (11) courses, said meander line runs along the former mean high water line of the Hudson River running thence;

- (1) North 32 degrees 04 minutes 46 seconds East, 23.84 feet to a point; thence
- (2) North 32 degrees 31 minutes 54 seconds East, 50.80 feet to a point; thence
- (3) North 37 degrees 58 minutes 12 seconds East, 51.92 feet to a point; thence
- (4) North 36 degrees 54 minutes 07 seconds East, 51.66 feet to a point; thence

(5) North 42 degrees 07 minutes 36 seconds East, 53.14 feet to a point; thence

(6) North 35 degrees 49 minutes 25 seconds East, 51.42 feet to a point; thence

(7) North 21 degrees 10 minutes 55 seconds East, 100.02 feet to a point; thence

(8) North 15 degrees 29 minutes 06 seconds East, 50.36 feet to a point; thence

(9) North 20 degrees 02 minutes 14 seconds East, 50.04 feet to a point; thence

(10) North 41 degrees 06 minutes 21 seconds East, 52.81 feet to a point; thence

(11) North 46 degrees 58 minutes 06 seconds East, 63.30 feet to a point 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; thence

(12) Along said fourth course in reverse direction South 63 degrees 27 minutes 35 seconds East, 84.81 feet to a point in the present high water line of the Hudson River.

The following courses 13 through 24 describes a meander line following the present high water line of the Hudson River; thence

(13) South 33 degrees 19 minutes 43 seconds West, 52.26 feet to a point; thence

(14) South 19 degrees 27 minutes 56 seconds West, 50.06 feet to a point; thence

(15) South 11 degrees 34 minutes 11 seconds West, 76.34 feet to a point; thence

(16) South 27 degrees 45 minutes 17 seconds West, 50.23 feet to a point; thence

(17) South 15 degrees 29 minutes 06 seconds West, 50.36 feet to a point; thence

(18) South 30 degrees 31 minutes 19 seconds West, 126.29 feet to a point; thence

(19) South 16 degrees 14 minutes 21 seconds West, 75.43 feet to a point; thence

Page 3 of 7

(20) South 03 degrees 18 minutes 48 seconds East, 27.73 feet to a point; thence

(21) South 29 degrees 22 minutes 55 seconds East, 24.21 feet to a point; thence

(22) South 24 degrees 14 minutes 13 seconds West, 60.03 feet to a point; thence

(23) South 56 degrees 01 minutes 04 seconds East, 18.03 feet to a point; thence

(24) South 31 degrees 49 minutes 10 seconds East, 30.15 feet to a point in the division line between the Counties of Hudson and Bergen; thence

(25) Along said division line North 59 degrees 12 minutes 20 seconds West, 232.00 feet to the point or place of BEGINNING.
Containing 1.9043 acres.

This grant is made subject to the grantee conveying to the State of New Jersey, simultaneously with the delivery of this grant, an easement across portions of the above described land, being Lot 1B, Block 100 and across a portion of Lot 1A, Block 100 to allow public access to the Hudson River. Said easement being along the southerly boundary line of said lots. The consideration for this grant has been reduced because the grantee has agreed to provide an access easement over a portion of the land being granted herein. If the easement is terminated, the grantee agrees to forthwith pay to the State of New Jersey the sum of an amount equal to FOUR THOUSAND NINE HUNDRED TWENTY-EIGHT AND FIFTY-FOUR HUNDREDTHS (\$4,928.54) DOLLARS adjusted by the Consumer Price Index for the applicable region (for all items) to reflect the equivalent amount on the date of termination.

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

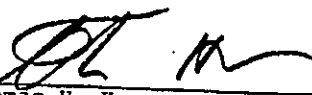
By acceptance hereof, the grantee herein acknowledges the existence of solid fill over the entire area of the lands granted herein to which the State of New Jersey claims ownership as having been formerly flowed by tidewater but which claim is by virtue of this grant released to the grantee.

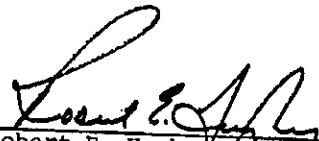
TOGETHER with all and singular the hereditaments and appurtenances, thereunto belonging.


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
16th day of November, 1984.




Thomas H. Kean, Governor

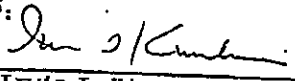

Robert E. Hughey, Commissioner of
Environmental Protection


David F. Noble, Chairman of the
Tidelands Resource Council

ATTEST:


Jane Burgio, Secretary of State

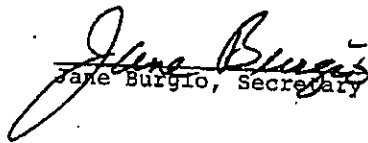
ATTEST:


Irwin I. Kimmelman, Attorney General


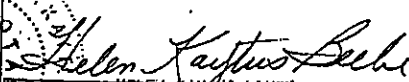
This signature page is the 6th page of the riparian grant to LEVER
BROTHERS COMPANY, a Maine corporation, Division of Coastal Resources
File #82-0551.

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

BE IT REMEMBERED, that on this 16th 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 \$233,072.00.


Jane Burgio, Secretary of State

Sworn to and Subscribed
before me the date aforesaid



Helen Kaytus Beebe
Notary Public of New Jersey
My Commission Expires 06/30/87

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

(This is page 7 of the riparian grant of LEVER BROTHERS COMPANY, a Maine corporation, Division of Coastal Resources File #82-0551.)

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

DIVISION OF
MARINE & COASTAL RESOURCES

Recorded in Liber... X-6

Folio... #186 - #193

THE STATE OF NEW JERSEY

TO

LEVER BROTHERS COMPANY

Grant

Dated November 16, 1984

R&R: Riker, Danzig, Scheret & Hyland
Headquarters Plaza
One Speedwell Ave.
Morristown, N.J. 07960-1981

THIS CONVEYANCE SHOULD BE RE-
CORDED IN THE DEED RECORD AT
THE CLERK'S OFFICE IN THE COUNTY
IN WHICH THE LANDS ARE SITUATE.

ABSTRACTED

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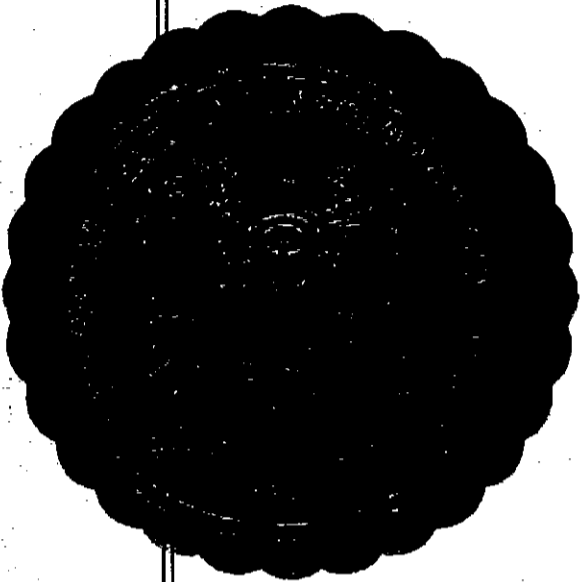
State, but without any diminution of the consideration paid upon delivery of this instrument.

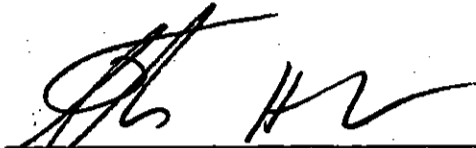
By acceptance hereof, the grantee herein acknowledges the existence of solid fill over the entire area of the lands granted herein to which the State of New Jersey claims ownership as having been formerly flowed by tidewater but which claim is by virtue of this grant released to the grantee.

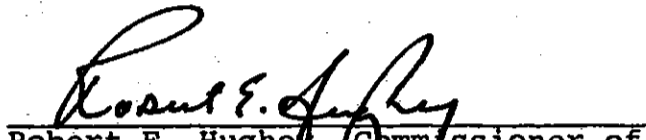
TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging.

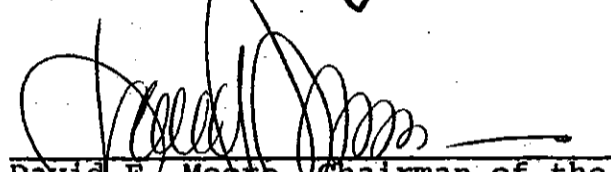
TO HAVE AND TO HOLD all and singular the above granted and described lands formerly flowed by tidewater and premises, subject to the terms, conditions and limitations aforesaid unto the said LEVER BROTHERS COMPANY, a Maine corporation, its successors or assigns forever.

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.)

THIS INDENTURE made the first day of May in the year of our Lord one thousand eight hundred and one between John Anderson of New Barbadoes in the County of Bergen and State of New Jersey and Caty his wife of the first part and John Conselyea of the same place of the second part witnesseth that they the said John Anderson and Caty his wife for and in consideration of the sum of eleven hundred and twenty five dollars to them in hand well and truly paid by the said John Conselyea at and before the sealing and delivery of these presents the receipt whereof they the said John Anderson and Caty his wife do hereby acknowledge and themselves therewith fully satisfied contented and paid have granted bargained and sold aliened remised released enfeoffed conveyed confirmed and by these presents do grant bargain sell alien remise release enfeoff convey and confirm unto him the said John Conselyea his heirs and assigns forever,

All that certain messuage tenement and lot of land situate lying and being in the place aforesaid Beginning by a stake standing by the Brook from thence running south thirty three degrees and a half east one chain and eighty one links then south eighty five degrees east eight chains and forty four links then about south thirteen degrees west eight chains and fifty links then south fifty four degrees east five chains and twenty links then south eighty two degrees east fifteen chains and forty two links then south two degrees west seven chains and forty links then easterly in square until by low water mark then southerly down the river along low water mark five chains and fourteen links then north eighty two degrees west six chains and sixteen links then north sixteen degrees east five chains and seven links then north eighty one degrees west six chains then north five chains and ninety four links then north eighty two degrees west eleven chains and fifty links then north six degrees and a half west fourteen chains and fifty two links then northerly along said Brook sixty links to the place of beginning. Containing twenty nine acres more or less Bounded northerly and part easterly by the land formerly belonged to John Brower and part east by said River at low watersmark southerly and part westerly by the land of Albert Van Voorhies west by the land of David Anderson .

Together with all and singular the water fencings trees woods and water courses profits commodities hereditaments and appurtenances to the same belonging or in anywise appertaining and also all the estate right title interest property possession claim and demand whatsoever of them the said John Anderson and Caty his wife of in and to the aforesaid messuage tenement lot of land and premisses and every part thereof To have and to

hold the said lot of land and all and singular the premisses above mentioned and every part and parcel thereof with the appurtenances unto the said John Conselyee his heirs and assigns to and for the only proper use benefit and behoof of the said John Conselyee his heirs and assigns forever and the said John Anderson for him and his heirs the said messuage tenement lot of land and premisses above mentioned and every part thereof against him and his heirs and against all and every other person and persons whatsoever to the said John Conselyee his heirs and assigns shall and will warrant and forever defend by these presents.

In witness whereof the party of the first part have hereunto set their hands and seals the day and year above written.

Sealed and delivered

in the presence of

Jacob Terheun

I Baldwin De Peyster

John Anderson (L S)

Caty Anderson (L S)

Be it remembered that on the day of the execution of the within instrument of writing personally appeared before me Jacob Terheun, one of the Judges of the Court of Common Pleas of the County of Bergen John Anderson and Caty Anderson the within grantors and acknowledged that they signed sealed and delivered the same to be their voluntary act and deed for the use and purpose therein mentioned and the said Caty was examined apart from her husband and did acknowledge that she signed voluntarily without any threats or compulsion from her said husband Acknowledged before me.

Jacob Terheun.

Received and recorded the 23d day of January 1802.

N Wade, Clk.

To all to whom these presents shall come
 we, Daniel Day and Naomi Day late Naomi Banta of the County of Bergen and
 State of New Jersey, ^{send} greeting, Whereas the said Naomi is one of the Legatees
 mentioned and expressed in the last will and testament of Abraham Montonyee
 late of the said County deceased Now know ye that we the said Daniel Day
 and Naomi Day his wife for and in consideration of the sum of one hundred
 and twenty five dollars to us in hand paid at and before the sealing and
 delivery of these presents by Jacob Degrote of the County and State aforesaid
 the receipt whereof we do hereby acknowledge and ourselves therewith fully
 satisfied and paid have granted bargained sold assigned and transferred and by
 these presents do grant bargain sell assign and transfer unto the said Jacob
 Degrote his heirs executors administrators and assigns forever,

All and all manner of goods chattels monies
 and effects and all the estate right title interest and demand whatsoever which
 we or either of us now have or might or could have claim and demand in virtue
 of the last will and testament of the said Abraham Montonyee deceased of
 what kind nature or quality soever.

To have and to hold the same and every
 part thereof unto him the said Jacob Degrote his executors administrators and
 assigns forever.

In witness whereof we have hereunto set
 our hands and seals this fourth day of May in the year of our Lord eighteen
 hundred & one.

Sealed and delivered

by Naomi Day in

presence of us

John Day

William Williams

Henry Day

Sealed and delivered by

Daniel Day in

presence of

Nehemiah Wade

Francois Wade.

his
 Daniel # Day (L S)
 mark
 her
 Naomi # Day (L S)
 mark

Be it remembered that on the twelfth day
 of May in the year of our Lord one thousand eight hundred and one personally
 appeared before me Jacob Terheum one of the Judges of the Court of Common
 Pleas of the County of Bergen Daniel Day one of the within grantors and

acknowledged that he had signed sealed and delivered the within instrument of writing to be his voluntary act and deed for the use and purposes therein mentioned Acknowledged before me,

Jacob Terhaun (L S)

Be it remembered that on the ninth day of July in the year of our Lord one thousand eight hundred and one personally appeared before me Jacob Terhaun one of the Judges of the Court of Common Pleas of the County of Bergen Naomi Day one of the ^{within} grantors to the within instrument of writing and acknowledged that she signed sealed and delivered the same to be her voluntary act and deed for the use and purpose therein mentioned without any threats or compulsion from her husband being apart from him. Acknowledged before me

Jacob Terhaun.

Recorded the 25th day of January 1802.

N Wade, Clerk.

THIS INDENTURE made the first day of May in the year of our Lord one thousand eight hundred and one between John Winter of Franklin Township in the County of Bergen and in the State of New Jersey yeoman and Grietye his wife of the first part and Peter T Eskerson of the Township County and State aforesaid farmer of the second part witnesseth that they the said John Winter and Grietye his wife for and in consideration of the sum of five hundred and forty dollars to them by the said Peter T Eskerson well and truly in hand paid the receipt whereof is hereby acknowledged have and each of them hath granted bargained sold aliened released and confirmed and by these presents do and each of them doth grant bargain sell alien release and confirm unto the said Peter T Eskerson his heirs and assigns forever,

All that certain piece or parcel of land lying and being in the Township of Franklin afd. within the Ramapough Tract it being a part of a lot which a Samuel Banta bought of Robert Montgomery one of the Proprietors of the Eastern Division of the State of New Jersey Beginning at the northwest corner of lot number one hundred and fifty three and in the east line of John Barberies six hundred acre tract runing from thence (1) north four degrees and fifty minutes east seventeen chains and twenty eight links; thence (2) north eighty eight degrees and forty eight minutes east twenty three chains and forty links thence (3) south eight degrees west seventeen chains and twelve links & thence (4) south eighty eight degrees and twenty six minutes west twenty two chains and seventy nine links to the place of beginning Containing thirty eight acres

Recorded the 10th day of August 1802

N Wade Clerk

This Indenture made the eight day of June in the year of our Lord Eighteen Hundred and two between Eldrick Yorks of the Township of Acquackinonk in the County of Essex and State of New Jersey of the one part and Ephraim H Van Ness of the Township of Caldwell County and State aforesaid of the other part Witnesseth that the said Eldrick Yorks for and in consideration of the sum of three hundred dollars to him in hand paid by the said Ephraim H Van Ness before the sealing and delivery of these presents the receipt whereof is hereby acknowledged by the said Eldrick Yorks and himself to be therewith satisfied contented and paid hath granted bargained sold released and quit claimed and by these presents doth grant bargain sell release and quit claim to the said Ephraim H Van Ness and to his heirs and assigns forever the one equal half of a certain tract of land which the parties to these presents bought of Adrian Van Houten the said half hereby demised and acquitted lying on the East side of the whole tract adjoining the land of Jacob Smith in the Singack Swamp Containing thirty five acres and half more or less Together with all and singular the appurtenances privileges and advantages to the same belonging or in anywise appertaining also all the estate right title interest property claim and demand whatsoever of him the said Eldrick Yorks of in and to the said granted and demised premises and every part and parcel thereof To have and to hold the said granted and bargained premises with the appurtenances unto the said Ephraim H Van Ness his heirs and assigns to the only proper use benefit and behoof of him the said Ephraim H Van Ness his heirs and assigns forever without the let suit hindrance molestation or interruption of him the said Eldrick Yorks his heirs or assigns or any other person or persons whatsoever claiming by from or under him to any of the said granted and demised premises In Witness Whereof the said Eldrick Yorks hath hereunto set his hand and seal the day and year first above written

Sealed and Delivered

in the presence of

Garret Brewer

Benja DuBois

Eldrick Yorks (LS)

P-75

New Jersey

Essex County: Be it remembered that Benjamin Dubois one of the witnesses of this Instrument came before me Enoreas Gould one of the Judges of the Court of Common Pleas for said County and being sworn on the Holy Evangelist of Almighty God deposeth and saith that he saw Eldrick Yorks the grantor of this Indenture sign seal and deliver the same freely as his voluntary act and deed for the uses and purposes within mentioned and that he saw Garret Brower subscribe the same as a witness together with himself

Sworn before me this eight day of June one thousand eight hundred and two

Enoreas Gould

Benjn Dubois

Recorded the 10th day of August 1802

N Wade Clerk

The State of New Jersey:

To all to whom these Presents shall come, Greeting,
Whereas, Pursuant to an act of the Legislature of said State approved March 31, 1869, entitled "Supplement to an act entitled 'an act to ascertain the rights of the State, and of Riparian owners in the lands lying under the waters of the bay of New York, and elsewhere in this State', approved April eleventh, eighteen hundred, and Sixty-four," and other acts and joint resolutions of the Legislature of said State, The Water Front Improvement Company, a Corporation of the State of New Jersey being the owner of lands fronting on the Hudson River in the Borough of Undercliff, Ridgefield Township, in the County of Bergen and State of New Jersey, which lie above high water mark, and in front of which the lands under water hereinafter described are situated, has applied to the Riparian Commissioners of said State, for a lease of the said lands under water, and to have the said Commissioners fix the boundaries of the said lands under water, and determine the price or compensation and the annual rental to be paid to the State therefor, and the terms and conditions of said lease:

And whereas, the said Riparian Commissioners, to wit: Franklin Murphy, Governor, Willard C. Fisk, William Cloke, John Holt and John Farrell having due regard to the interests of navigation and the interests of the State, have agreed to lease the lands hereinafter mentioned upon the terms herein set forth, and have determined the sum of Eleven hundred and twenty-nine and $\frac{20}{100}$ Dollars to be the annual rental to be paid for said lands under water so designated, subject as hereinafter stated, and have fixed the sum of Sixteen thousand one hundred and forty ($16,140^{\frac{00}{100}}$) Dollars as the reasonable compensation, on payment of which the State will make a conveyance of all of the said lands hereby leased, as hereinafter set forth, provided that as a condition precedent to such conveyance all the rentals must have been paid on or before the days on which they fell due, and all the terms and covenants hereof shall have in addition thereto been fully and punctually performed.

Now therefore, the said State of New Jersey, by the said Riparian Commissioners, the Governor

approving, in consideration of the premises, and of the rents, covenants and conditions herein contained, does hereby demise, lease and to farm let unto the said The Water Front Improvement Company its successors and assigns, 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 Commissioners or their 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 parcel of land flowed by tide-water lying in the Borough of Undercliff, Ridgefield Township, Bergen County and State of New Jersey described, as follows:

Beginning at a point in the high water line of the westerly shore of the Hudson River, where the same is intersected by the division line between lands now or formerly of Jeanette A. Martin, and John J. Synes Executors, and lands of the said Water Front Improvement Company; and from thence south fifty-six degrees and fifteen minutes east ($S. 56^{\circ} 15' E.$) along the northeasterly line of lands under water granted by the State of New Jersey to Jeanette A. Martin and John J. Synes Executors March 30, 1899, seven hundred and sixty-five (765) feet more or less to the Exterior Line for solid filling established by the Commissioners appointed under the authority of the act entitled "An Act to ascertain the rights of the State and of Riparian owners in the lands lying under the waters of the Bay of New York and elsewhere in this State," approved April 11th, A.D. 1864 and the supplements thereto; Thence along said Exterior Line for solid filling, north thirty-three degrees and forty-five minutes east ($N. 33^{\circ} 45' E.$) Two hundred and sixty-nine (269) feet more or less to the southwest-erly line of lands under water granted by the State of New Jersey to the New York Transit Company, June 27th, 1901; Thence northwesterly along the southwesterly line of lands so granted to the New York Transit Company, Seven hundred and seven and $\frac{82}{100}$ ($707\frac{82}{100}$) feet more or less to the high water line of the westerly shore of the Hudson River where the same is intersected by the division line between lands now or formerly of the New York Transit Company and lands of

the said Water Front Improvement Company: Thence southwesterly along said high water line to place of beginning.

With the right and privilege, under the covenants and conditions of this grant, to exclude ^{the} tide-water from so much of the lands above described as lie under tide-water, by filling in or otherwise improving the same, and to appropriate the lands under water above described to its and their exclusive private uses.

And also for like term, and subject to the same terms, covenants, conditions and limitations, all and singular the lands under water lying between the exterior line for solid filling and the exterior line for piers, as fixed by the Commissioners appointed under the authority of the act and the supplement thereto, and bounded by the northeasterly and southwesterly lines of the first described tract extended southeasterly to said pier line; but said land described is not to be used for any purpose whatever, except the erection of a pier or piers thereon, underneath which the tide may ebb and flow, and no solid filling shall be placed thereon.

Provided, that the State of New Jersey, by its Riparian Commissioners or any other lawful authority, may, from time to time, change the exterior line for solid filling and piers, and fix the same further from shore than formerly, even though such action may affect the lands hereby leased, whenever the State may deem it necessary for its interest so to do, and if such exterior or pier lines shall be placed out further from the shore than formerly, then the party or parties claiming under this instrument may, within such period as may be fixed by the State, either through said Riparian Commissioners or any other lawful authority, have the exclusive right to apply for and receive a lease or grant of the additional land under water lying between the present exterior lines above described and the new exterior line or lines that may hereafter be fixed, upon payment of such additional rental or compensation, and upon such terms, as shall be fixed by said Commissioners or other lawful authority, or under any present or future law of this State; such addition

al land to be used for solid filling and for piers respectively - as directed by the said Commissioners or their successors, or other lawful authority, under any present or future law of this State.

And also provided, that the State of New Jersey may grant or lease any of the lands of the State lying in front of the exterior line for solid filling or piers mentioned or referred to herein, for the cultivation of oysters or other fish, or for any other purpose whatever, provided that such grant or lease shall not operate to interfere with the reasonable and access by water to the lands under water hereby leased and with the free and uninterrupted navigation between said lands under water and the main channel of the said Hudson River.

And also provided, that if the said Water Front Improvement Company is not the owner of the land adjoining the land under water hereby leased, then, and in that case, this instrument and conveyance, so far as the same bind the State, and all the covenants herein on the part of the State, shall be void, as affecting any part or parts of said land, joining land not owned by the said Water Front Improvement Company.

And also provided, that if the exterior line for solid filling and the exterior line for piers, or either of said lines now established, or lines that may be hereafter established by the Riparian Commissioners or other lawful authority of the State of New Jersey, shall be hereafter changed by the action of the authorities of the United States Government, and the grantee herein or any party claiming hereunder shall suffer damages, the claim or claims therefor must be made against the authorities of the United States Government, and not against the State of New Jersey.

To 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 Water Front Improvement Company

and to its successors and assigns, 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 Commissioners or a majority thereof, yielding and paying therefor unto the State of New Jersey the annual rent of Eleven hundred and twenty-nine and $\frac{80}{100}$ ($\$1129\frac{80}{100}$) Dollars to be paid to the State of New Jersey by the said Water Front Improvement Company its successors and assigns in two equal half yearly payments in advance, the first half yearly rental to be paid on the delivery of this lease and thereafter the half yearly rentals shall be paid in advance on the twenty-ninth - days of January - and July - in each and every year.

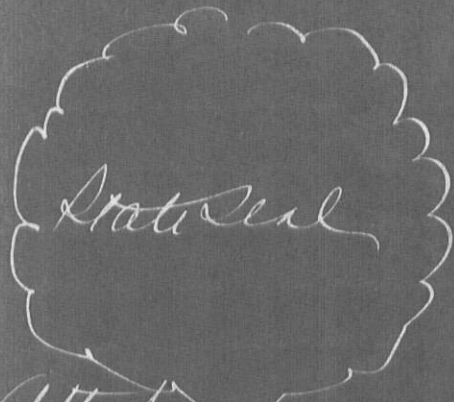
And the said Water Front Improvement Company does hereby for itself its successors and assigns covenant and agree to and with the State of New Jersey, that it, the said The Water Front Improvement Company its successors and assigns shall and will from time to time, and at all times well and truly pay, or cause to be paid to the State of New Jersey, the yearly rent or sum of Eleven hundred and twenty-nine and $\frac{80}{100}$ ($\$1129\frac{80}{100}$) 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 behind and unpaid after the same shall become due, it shall be lawful immediately and without demand for such rent in arrears, 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 rent, or such part thereof as shall be behind and unpaid, and the distresses thus 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 de-

mand for such rent in arrear, 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 by any law, obligation lease or contract to make any grant or conveyance of said lands unless said annual rentals are paid on or before the days and times appointed, and this lease and agreement shall end and determine at the option of the said Commissioners or a majority of them (the Governor assenting) on failure to punctually pay the rentals when due or upon breach of any of the covenants herein contained.

And the said State of New Jersey does hereby covenant and agree to, and with the said The Water Front Improvement Company, its successors and assigns that if as a condition precedent all of said rentals are paid on or before the date when the same fall due and all the covenants herein are faithfully and punctually complied with, and this lease still exists, it will upon proper application therefor cause to be delivered to said The Water Front Improvement Company its successors or assigns, a grant or conveyance to the said The Water Front Improvement Company its successors or assigns of the said lands, rights and privileges hereby leased and given, or of any part thereof, free and discharged of any future rent, so far as it can lawfully do so at the time of such grant, on payment being made to the said State of New Jersey of the said sum of sixteen thousand one hundred and forty ($16,140\frac{20}{100}$) dollars or an equitable part

thereof. In witness whereof, the said Commissioners have hereunto respectively set their hands, and these presents have been signed by the Governor, and the Great Seal of the said State has been hereunto affixed and attested by the Secretary of State, and the said Water Front Improvement Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President. this twenty ninth day of January, in the Year Nineteen hundred and three



Attest
J. S. Dickinson
Secretary of State

Water Front Improvement Company
by Walter L. Mc Dermott President (Corporate Seal)

Franklin Murphy, Governor
Mallard C. Fisk
Wm Cloke
John I. Holt
John J. Farrell
Witness John C. Payne

Attest: Mallard C. Fisk
Secretary

State of New Jersey, }
County of Hudson } S.S.:

Be it remembered That on this Third day of February ^{teen} nine hundred and three before me the undersigned a Master in Chancery of New Jersey personally appeared John C. Payne who being by me duly sworn on his oath, saith that he saw Franklin Murphy Governor, Mallard C. Fisk William Cloke John I. Holt and John J. Farrell the within named Commissioners, sign and deliver the within lease as their voluntary act, and that he, the said John C. Payne thereupon subscribed his name as the attesting witness.

Sworn and subscribed before me
at Jersey City, this day and year John C. Payne
aforesaid.

George L. Record
Master in Chancery
of New Jersey

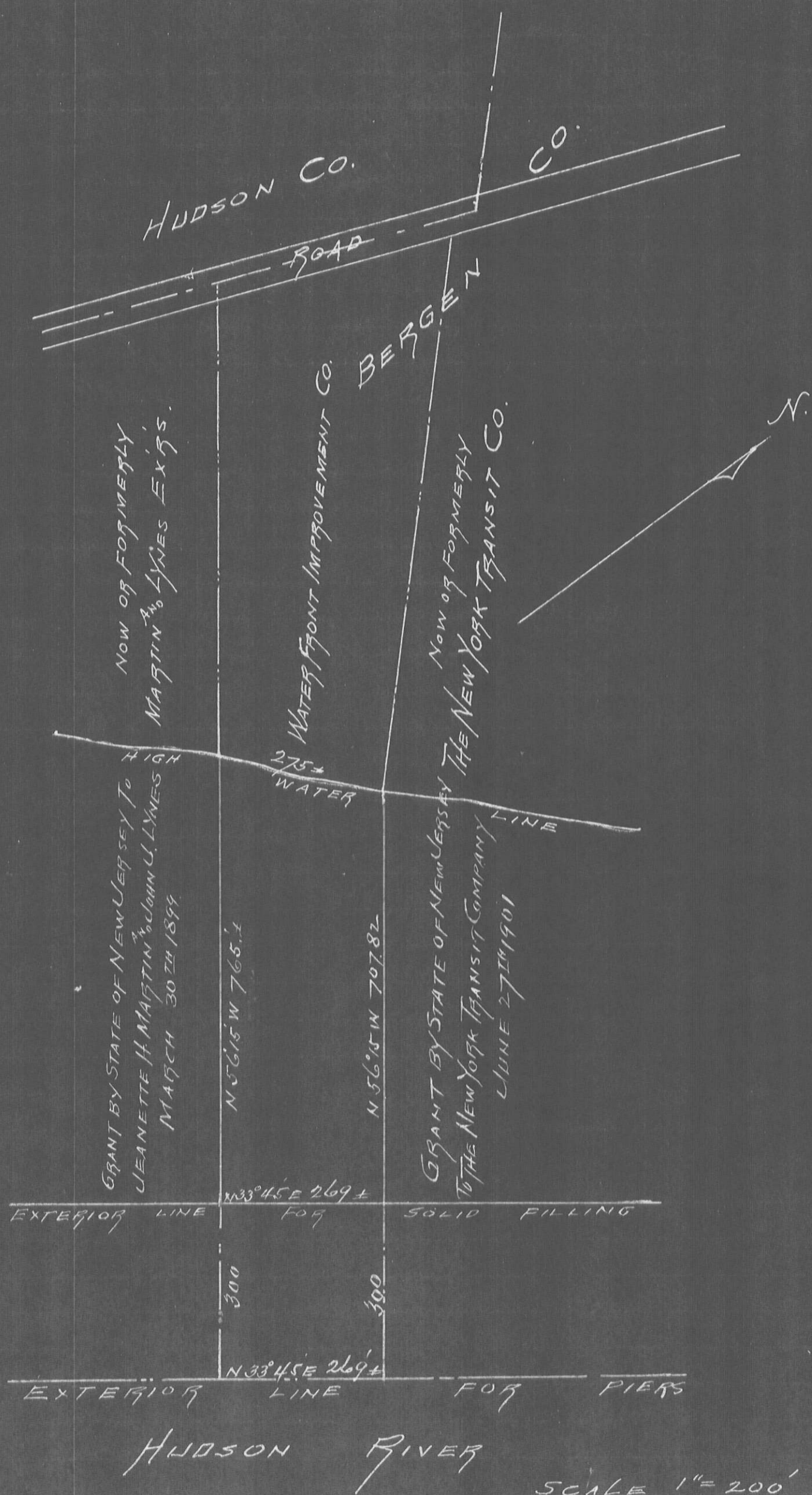
State of New Jersey }
 County of Hudson } S.S.

Be it remembered, That on this sixteenth — day of
 March — in the year nineteen hundred and three
 before me, the subscriber a Master in Chancery of
 New Jersey personally appears Willard C. Fisk,
 who, being by me duly sworn, doth depose and make
 proof to my satisfaction that he well knows the corpor-
 ate seal of the ^{Water Front Improvement Company} grantee named in the forgoing in-
 strument; that the seal thereto affixed is the proper
 corporate seal of the said Company; that the same
 was so affixed thereto and the instrument signed and
 delivered by Walter R. McDermott who was at
 the date and execution thereof the 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,

John W. Beck
 Master in Chancery
 of New Jersey

Willard C. Fisk



SCALE 1" = 200'

The State of New Jersey:

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

Whereas Pursuant to an act of the Legislature of said State, approved March 21st, 1871, entitled "A further supplement to an act entitled "An Act to ascertain the rights of the State and of Riparian owners in the lands lying under the waters of the Bay of New York and elsewhere in this State," approved April eleventh, one thousand eight hundred and sixty-four, and other acts and joint resolutions of the Legislature of said State, The Water Front Improvement Company, a corporation of the State of New Jersey being the owner of lands fronting on the Hudson River in the Borough of Undercliffe in the County of Bergen and State of New Jersey, which lie above high water mark and in front of which the lands under water hereinafter described are situated, has applied to the Riparian Commissioners of said State for a grant of the said lands under water, and to have the said Commissioners fix the boundaries of the said lands under water, and determine the price or compensation to be paid to the said State therefor, and the terms and conditions of said grant:

And whereas the said Riparian Commissioners, to wit: Franklin Murphy, Governor, Willard C. Fries, William Cloke, John J. Holt, and John J. Farrell having due regard to the interest of navigation and the interests of the State, have agreed to grant the lands under water hereinafter mentioned upon the terms herein set forth, and have determined the sum of Ten thousand Eight hundred and sixty-five ⁴⁰/₁₀₀ (\$10,865. ⁴⁰/₁₀₀) Dollars as the price or reasonable compensation to be paid to the State for the said lands.

Now Therefore, the said State of New Jersey, by the said Riparian Commissioners, the Governor approving, in consideration of the premises, the terms and conditions hereinafter contained, and the said sum of Ten thousand eight hundred and sixty-five ⁴⁰/₁₀₀ (\$10,865. ⁴⁰/₁₀₀) Dollars duly paid by the said The Water Front Improvement Company to the said State, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey, subject to the terms, covenants, conditions, and limitations herein contained, unto the said The Water Front Improvement Company and to its successors and assigns forever - All that parcel of land flooded by tide water, lying in the Borough of Undercliffe, Ridgefield Township, Bergen County, and State of New Jersey, described as follows:

Beginning at a point in the high water line of the

westerly shore of the Hudson River, where the same is intersected by the division line between lands now or formerly of Jeanette H. Martin and John J. Lykes, Executors, and lands of the said Water Front Improvement Company; and from thence south fifty-six degrees and fifteen minutes east ($5.56^{\circ} 15' E.$) along the northeasterly line of lands under water granted by the State of New Jersey to Jeanette H. Martin and John J. Lykes Executors, March 30, 1899, seven hundred and sixty-five (765) feet more or less to the Exterior Line for Solid Filling established by the Commissioners appointed under the authority of the act entitled "An Act to ascertain the rights of the State and of Riparian owners in the lands lying under the waters of the Bay of New York and elsewhere in this State," approved April 11th A. D. 1864, and the supplements thereto.

thence along said Exterior Line for Solid Filling, north thirty-three degrees and forty-five minutes east ($N. 33^{\circ} 45' E.$) One hundred and eighty-one $\frac{99}{100}$ ($181. \frac{99}{100}$) feet more or less to the southwesterly line of lands under water granted by the State of New Jersey to the New York Transit Company June 27th 1901; thence northwesterly along the southwesterly line of lands so granted to the New York Transit Company, seven hundred and seven $\frac{82}{100}$ ($707. \frac{82}{100}$) feet more or less to the high water line of the westerly shore of the Hudson River, where the same is intersected by the division line between lands now or formerly of the New York Transit Company and lands of the said Water Front Improvement Company; thence southwesterly along said high water line to the place of beginning.

With the right and privilege, under the covenants and conditions of this grant, to include the tide water from so much of the lands above described as lie under tide-water by filling in or otherwise improving the same, and to appropriate the lands under water above described to its and their exclusive private uses.

And also under like terms, covenants, conditions and limitations, all and singular the lands under water lying between the exterior line for solid filling and the exterior line for piers, as fixed by the Commissioners appointed under the authority of the act aforesaid and the supplements thereto, and bounded by the northeasterly and southwesterly lines of the first described tract extended southeasterly to said pier line. But said land last described is not to be used for any purpose whatever except the erection of a pier or piers thereon, underneath which the tide may ebb and flow, and no solid filling shall be placed thereon.

Provided, that the State of New Jersey, by its Riparian Commissioners or any other lawful authority, may, from

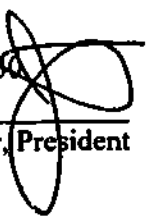
2
1/3 452

13-118240 Deed
V Bk: 01562 Pg: 1367-1411 Rec. Fee \$483.00
John S. Hogan, Bergen County Clerk
Recorded 11/13/2013 02:21:25 PM

**Record & Return
Madison Title Agency LLC
1125 Ocean Avenue
Lakewood, NJ 08701
080135**

**DEED NOTICE
REMEDIAL ACTION AREA #2
45 RIVER ROAD
EDGEWATER, NEW JERSEY
ISRA CASE #E20030062 and
#E20040267**

PREPARED FOR:
New Jersey Department of Environmental Protection
Bureau of Industrial Site Remediation
401 East State Street
P.O. Box 432
Trenton, New Jersey 08625

PREPARED On behalf of and by:
i.park Edgewater, LLC
Edgewater Lofts LLC
485 West Putnam Avenue
Greenwich, Connecticut 06830
By: 
Printed Name: Joseph Cotter, President

August 2012
File No. 41.0161318.08

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Deed Notice

IN ACCORDANCE WITH N.J.S.A. 58:10B-13, THIS DOCUMENT IS TO BE RECORDED IN THE SAME MANNER AS ARE DEEDS AND OTHER INTERESTS IN REAL PROPERTY.

Prepared by: _____
[Signature]



Joseph Cotter, President
[Print name below signature]

Recorded by:

[Signature, Officer of County Recording Office]

[Print name below signature]

DEED NOTICE

This Deed Notice is made as of the 2nd day of October, 2012, by *i.Park Edgewater, LLC* and *Edgewater Lofts LLC* (together with his/her/its/their successors and assigns, collectively "Owner").

1. **THE PROPERTY.** *i.Park Edgewater, LLC* and *Edgewater Lofts LLC* are the owners in fee simple of certain real property designated as Blocks 98, 99 and 100 and Lot 1.3 on the tax map of the Borough of Edgewater, Bergen County; the New Jersey Department of Environmental Protection Program Interest Number (Preferred ID) for the site 015891; and the property is more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "Property").

2. **DEPARTMENT'S ASSIGNED BUREAU.** The Bureau of Industrial Site Remediation was the New Jersey Department of Environmental Protection program that was responsible for the oversight of the remediation of the Property. The matter was Case No. #E20030062 and E20040267.

3. **SOIL CONTAMINATION.** *i.Park Edgewater, LLC* has remediated contaminated soil at the Property, and the New Jersey Department of Environmental Protection approved a remedial action on the 9 day of July 2012, such that soil contamination remains in certain areas of the Property which contains contaminants in concentrations that do not allow for the unrestricted use of the Property; this soil contamination is described, including the type, concentration and specific location of such contaminants, in Exhibit B, which is attached hereto and made a part

hereof. As a result, there is a statutory requirement for this Deed Notice and engineering controls in accordance with N.J.S.A. 58:10B-13.

4. CONSIDERATION. In accordance with the New Jersey Department of Environmental Protection's approval of the remedial action work plan for the remediation of the site which included the Property, and in consideration of the terms and conditions of that approval, and other good and valuable consideration, Owner has agreed to subject the Property to certain statutory and regulatory requirements which impose restrictions upon the use of the Property, to restrict certain uses of the Property, and to provide notice to subsequent owners, lessees and operators of the restrictions and the monitoring, maintenance, and biennial certification requirements outlined in this Deed Notice and required by law, as set forth herein.

5A. RESTRICTED AREAS. Due to the presence of these contaminants, the Owner has agreed, as part of the remedial action for the Property, to restrict the use of certain parts of the Property (the "Restricted Areas"); a narrative description of these restrictions, along with the associated monitoring and maintenance activities and the biennial certification requirements are provided in Exhibit C, which is attached hereto and made a part hereof. The Owner has also agreed to maintain a list of these restrictions on site for inspection by governmental enforcement officials.

5B. ENGINEERING CONTROLS. Due to the presence and concentration of these contaminants, the Owner has also agreed, as part of the remedial action for the Property, to the placement of certain engineering controls on the Property; a narrative description of these engineering controls, along with the associated monitoring and maintenance activities and the biennial certification requirements are provided in Exhibit C.]

6A. ALTERATIONS, IMPROVEMENTS, AND DISTURBANCES.

i. Except as provided in Paragraph 6B, below, no person shall make, or allow to be made, any alteration, improvement, or disturbance in, to, or about the Property which disturbs any engineering control at the Property without first obtaining the express written consent of the Department of Environmental Protection. Nothing herein shall constitute a waiver of the obligation of any person to comply with all applicable laws and regulations including, without limitation, the applicable rules of the Occupational Safety and Health Administration. To request the consent of the Department of Environmental Protection, contact:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance, and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413

ii. Notwithstanding subparagraph 6A.i., above, the Department of Environmental Protection's express written consent is not required for any alteration, improvement, or disturbance provided that the owner, lessee or operator:

(A) Notifies the Department of Environmental Protection of the activity by calling the DEP Hotline, at 1-877-WARN-DEP or 1-877-927-6337, within twenty-four (24) hours after the beginning of each alteration, improvement, or disturbance;

(B) Restores any disturbance of an engineering control to pre-disturbance conditions within sixty (60) calendar days after the initiation of the alteration, improvement or disturbance;

(C) Ensures that all applicable worker health and safety laws and regulations are followed during the alteration, improvement, or disturbance, and during the restoration;

(D) Ensures that exposure to contamination in excess of the applicable remediation standards does not occur;

(E) Submits a written report, describing the alteration, improvement, or disturbance, to the Department of Environmental Protection within sixty (60) calendar days after the end of each alteration, improvement, or disturbance. The owner, lessee or operator shall include in the report the nature of the alteration, improvement, or disturbance, the dates and duration of the alteration, improvement, or disturbance, the name of key individuals and their affiliations conducting the alteration, improvement, or disturbance, a description of the notice the Owner gave to those persons prior to the disturbance, the amounts of soil generated for disposal, if any, the final disposition and any precautions taken to prevent exposure. The owner, lessee, or operator shall submit the report to:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance, and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413

6B. EMERGENCIES. In the event of an emergency which presents, or may present, an unacceptable risk to the public health and safety, or to the environment, any person may temporarily breach any engineering control provided that that person complies with each of the following:

i. Immediately notifies the Department of Environmental Protection of the emergency, by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;

ii. Limits both the actual disturbance and the time needed for the disturbance to the minimum reasonably necessary to adequately respond to the emergency;

iii. Implements all measures necessary to limit actual or potential, present or future risk of exposure to humans or the environment to the contamination;

iv. Notifies the Department of Environmental Protection when the emergency has ended by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;

v. Restores the engineering control to the pre-emergency conditions as soon as possible, and provides a written report to the Department of Environmental Protection of such emergency and restoration efforts within sixty (60) calendar days after completion of the restoration of the engineering control. The report must include all information pertinent to the emergency, potential discharges of contaminants, and restoration measures that were implemented, which, at a minimum, should specify: (a) the nature and likely cause of the emergency, (b) the potential discharges of or exposures to contaminants, if any, that may have occurred, (c) the measures that have been taken to mitigate the effects of the emergency on human health and the environment, (d) the measures completed or implemented to restore the engineering control, and (e) the changes to the engineering control or site operation and maintenance plan to prevent reoccurrence of such conditions in the future. The owner, lessee, or operator shall submit the report to:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance, and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413]

7A. MONITORING AND MAINTENANCE OF DEED NOTICE, AND PROTECTIVENESS CERTIFICATION. The persons in any way responsible, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11a et seq., for the hazardous substances that remain at the Property, the persons responsible for conducting the remediation, the Owner, and the subsequent owners, lessees, and operators, shall monitor and maintain this Deed Notice, and certify to the Department on a biennial basis that the remedial action that includes this Deed Notice remains protective of the public health and safety and of the environment. The subsequent owners, lessees and operators have this obligation only during their ownership, tenancy, or operation. The specific obligations to monitor and maintain the deed notice shall include all of the following:

i. Monitoring and maintaining this Deed Notice according to the requirements in Exhibit C, to ensure that the remedial action that includes the Deed Notice continues to be protective of the public health and safety and of the environment;

ii. Conducting any additional remedial investigations and implement any additional remedial actions, that are necessary to correct, mitigate, or abate each problem related to the protectiveness of the remedial action for the site prior to the date that the certification is due

to the Department pursuant to iii, below, in order to ensure that the remedial action that includes this Deed Notice remains protective of the public health and safety and of the environment.

iii. Certify to the Department of Environmental Protection as to the continued protectiveness of the remedial action that includes this Deed Notice, on a form provided by the Department and consistent with N.J.A.C. 7:26C-1.2 (a)1, every two years on the anniversary of the date stamped on the deed notice that indicates when the deed notice was recorded;

7B. MONITORING AND MAINTENANCE OF ENGINEERING CONTROLS, AND PROTECTIVENESS CERTIFICATION. The persons in any way responsible, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11a et seq., for the hazardous substances that remain at the Property, the person responsible for conducting the remediation, and, the Owner, and the subsequent owners, lessees, and operators, shall maintain all engineering controls at the Property and certify to the Department on a biennial basis that the remedial action of which each engineering control is a part remains protective of the public health and safety and of the environment. The subsequent owners, lessees and operators have this obligation only during their ownership, tenancy, or operation. The specific obligations to monitor and maintain the engineering controls shall include the following:

i. Monitoring and maintaining each engineering control according to the requirements in Exhibit C, to ensure that the remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment;

ii. Conducting any additional remedial investigations and implement any additional remedial actions, that are necessary to correct, mitigate, or abate each problem related to the protectiveness of the remedial action for the Property prior to the date that the certification is due to the Department pursuant to iii, below, in order to ensure that the remedial action that includes the engineering control remains protective of the public health and safety and of the environment.

iii. Certify to the Department of Environmental Protection as to the continued protectiveness of the remedial action that includes the engineering control, on a form provided by the Department and consistent with N.J.A.C. 7:26C-1.2 (a)1, every two years on the anniversary of the date stamped on the deed notice that indicates when the deed notice was recorded.

8. ACCESS. The Owner and the subsequent owners, lessees and operators agree to allow the Department, its agents and representatives access to the Property to inspect and evaluate the continued protectiveness of the remedial action that includes this Deed Notice and to conduct additional remediation to ensure the protection of the public health and safety and of the environment if persons responsible for monitoring the protectiveness of the remedial action, as described in Paragraph 7, above, fail to conduct such remediation pursuant to this Deed Notice as required by law. The Owner, and the subsequent owners and lessees, shall also cause all leases,

subleases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring that all holders thereof provide such access to the Department.

9. NOTICES.

i. The Owner and the subsequent owners and lessees, shall cause all leases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring all holders thereof to take the Property subject to the restrictions contained herein and to comply with all, and not to violate any of the conditions of this Deed Notice. Nothing contained in this Paragraph shall be construed as limiting any obligation of any person to provide any notice required by any law, regulation, or order of any governmental authority.

ii. Owner and all subsequent owners and lessees shall notify any person intending to conduct invasive work or excavate within the Restricted Areas at the Property, including, without limitation, tenants, employees of tenants, and contractors of the nature and location of contamination in the Restricted Areas, and, of the precautions necessary to minimize potential human exposure to contaminants.

iii. The Owner and the subsequent owners shall provide written notice to the Department of Environmental Protection at least thirty (30) calendar days before the effective date of any conveyance, grant, gift, or other transfer, in whole or in part, of the owner's interest in the Restricted Area.

iv. The Owner and the subsequent owners shall provide written notice to the Department within thirty (30) calendar days following the owner's petition for or filing of any document initiating a rezoning of the Property. The Owner and the subsequent owners shall submit the written notice to:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance, and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413.

10. ENFORCEMENT OF VIOLATIONS.

i. This Deed Notice itself is not intended to create any interest in real estate in favor of the Department of Environmental Protection, nor to create a lien against the Property, but merely is intended to provide notice of certain conditions and restrictions on the Property and to reflect the regulatory and statutory obligations imposed as a conditional remedial action for this site.

ii. The restrictions provided herein may be enforceable solely by the Department against any person who violates this Deed Notice. To enforce violations of this Deed Notice, the

Department may initiate one or more enforcement actions pursuant to N.J.S.A. 58:10-23.11u and require additional remediation and assess damages pursuant to N.J.S.A. 58:10-23.11g.

11. SEVERABILITY. If any court of competent jurisdiction determines that any provision of this Deed Notice requires modification, such provision shall be deemed to have been modified automatically to conform to such requirements. If a court of competent jurisdiction determines that any provision of this Deed Notice is invalid or unenforceable and the provision is of such a nature that it cannot be modified, the provision shall be deemed deleted from this instrument as though the provision had never been included herein. In either case, the remaining provisions of this Deed Notice shall remain in full force and effect.

12. SUCCESSORS AND ASSIGNS. This Deed Notice shall be binding upon Owner and upon Owner's successors and assigns, and subsequent owners, lessees and operators while each is an owner, lessee, or operator of the Property.

13. MODIFICATION AND TERMINATION.

i. Any person may request in writing, at any time, that the Department modify this Deed Notice where performance of subsequent remedial actions, a change of conditions at the Property, or the adoption of revised remediation standards suggest that modification of the Deed Notice would be appropriate.

ii. Any person may request in writing, at any time, that the Department terminate this Deed Notice because the conditions which triggered the need for this Deed Notice are no longer applicable.

iii. This Deed Notice may be revised or terminated only upon filing of an instrument, executed by the Department, in the office of the County Clerk of Bergen County, New Jersey, expressly modifying or terminating this Deed Notice.

14A. EXHIBIT A. Exhibit A includes the following maps of the Property and the vicinity:

i. Exhibit A-1: Site Location Map - A map that identifies the location of the Site and important geographical features in the area of the Property;

ii. Exhibit A-2: Metes and Bounds Description - A metes and bounds description of the Property, including reference to tax lot and block numbers for the Property;

iii. Exhibit A-3: Property Map - A scaled map of the Property, scaled at one inch to 200 feet or less, and if more than one map is submitted, the maps shall be presented as overlays, keyed to a base map; and the Property Map shall include diagrams of major surface topographical features such as buildings, roads, and parking lots.

14B. EXHIBIT B. Exhibit B includes the following descriptions of the Restricted Areas:

i. Exhibit B-1: Restricted Area Map - A separate map for each restricted area that includes:

(A) As-built diagrams of each engineering control, including caps, fences, slurry walls, ground water monitoring wells, and ground water pumping system;

(B) As-built diagrams of any buildings, roads, parking lots and other structures that function as engineering controls; and

(C) Designation of all soil and sediment sample locations within the restricted areas that exceed any soil or sediment standard that are keyed into one of the summary data tables on the figures described in the following paragraph.

ii. Exhibit B1-1 through B1-8: Restricted Area Summary Data Table Figures - A separate summary table for each sample location that includes:

(A) Sample location designation from Restricted Area map (Exhibit B-1);

(B) Sample depth below ground surface;

(C) Name of each detected contaminant;

(D) The restricted direct contact soil clean up criteria and impact to groundwater soil clean up criteria for each contaminant in the table; and

(E) The remaining concentration of each contaminant at each sample location at each depth or if historic fill, include data from the Department's default concentrations at N.J.A.C. 7:26E-4.6, Table 4-2.

14C. EXHIBIT C. Exhibit C includes narrative descriptions of the institutional controls and engineering controls as follows:

i. Exhibit C-1: Deed Notice as Institutional Control: Exhibit C-1 includes a narrative description of the restriction and obligations of this Deed Notice that are in addition to those describe above, as follows:

(A) General Description of this Deed Notice:

(1) Description and estimated size of the Restricted Areas as described above;

(2) Description of the restrictions on the Property by operation of this Deed Notice; and

(3) The objective of the restrictions.

(B) Description of the monitoring necessary to determine whether:

(1) Any disturbances of the soil in the Restricted Areas did not result in the unacceptable exposure to the soil contamination;

(2) There have been any land use changes subsequent to the filing of this Deed Notice or the most recent biennial certification, whichever is more recent;

(3) The current land use on the Property is consistent with the restrictions in this Deed Notice;

(4) Any newly promulgated or modified requirements of applicable regulations or laws apply to the site; and

(5) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) Land use at the Property is consistent with the restrictions in this Deed Notice; and

(3) The remedial action that includes this Deed Notice continues to be protective of the public health and safety and of the environment.

ii. Exhibit C-2: Asphalt Capped Areas: Exhibit C-2 includes a narrative description of asphalt capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

iii. Exhibit C-3: Concrete Capped Areas: Exhibit C-3 includes a narrative description of concrete capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

iv. Exhibit C-4: Paver Capped Areas: Exhibit C-2 includes a narrative description of paver capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

v. Exhibit C-5: Building Capped Areas: Exhibit C-5 includes a narrative description of building capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

vi. Exhibit C-6: Landscaped Capped Areas: Exhibit C-6 includes a narrative description of landscaped capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

15. SIGNATURES. IN WITNESS WHEREOF, Owner has executed this Deed Notice as of the date first written above.

STATE OF New York)
) SS.
COUNTY OF Westchester)

I, the undersigned, a Notary Public, do hereby certify that JOSEPH COTTER, personally known to me or proved to me on the basis of satisfactory evidence to be the President of Edgewater Lofts LLC, a Delaware limited liability company (the "Company"), whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that as such President he signed and delivered the said document on behalf of said Company, pursuant to authority given by the members of said Company, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 19 day of August, 2012: 2013.



Notary Public
Type or Print Name:
My commission expires

DANIEL SCHUYLER
Notary Public, State of New York
No. 01SC5084025
Qualified in Orange County
Commission Expires Aug. 25, 2017

EXHIBIT A

Site Description

Site Vicinity

The property is designated as a portion of Lot 1, Block 99 in the Borough of Edgewater, Bergen County, New Jersey (hereinafter "Site"). A site vicinity map locating the Property is attached as Exhibit A-1. The vicinity around the Site is developed primarily with commercial and residential properties.

Property Description

The Site has the address 45 River Road, Edgewater, New Jersey. A metes and bounds plan of the property is provided as Exhibit A-2.

The Site consists of all that certain tract, parcel and lot of land lying and being situated in the Borough of Edgewater, County of Bergen, State of New Jersey, being more particularly described as follows:

BEGINNING at a point in the northerly line of Lot 1.14, Block 99, said point being South 59°59'03" East a distance of 86.50 feet from the northwesterly corner of said Lot 1.14, as shown on a map entitled "I.Park Edgewater, LLC, Proposed Lot 1.14 Subdivision Block 99, Lot 1, Borough of Edgewater, Bergen County, New Jersey," prepared by Paulus, Sokolowski and Sartor, LLC, and filed in the Bergen County Clerk's office on July 22, 2011 as map no. 9540, and running thence;

1. South 59°59'03" East a distance of 112.48 feet to a point, thence;
2. South 30°00'57" West a distance of 250.42 feet to a point, thence;
3. North 59°59'03" West a distance of 112.87 feet to a point, thence;
4. South 30°00'57" West a distance of 269.68 feet to a point, thence;
5. North 59°59'03" West a distance of 20.81 feet to a point, thence;
6. South 30°00'57" West a distance of 34.94 feet to a point, thence;
7. North 59°59'03" West a distance of 48.88 feet to a point, thence;
8. South 56°45'51" West a distance of 154.38 feet to a point thence;
9. South 30°00'57" West a distance of 177.16 feet to a point, thence;
10. South 24°49'33" East a distance of 10.23 feet to a point, thence;
11. South 59°59'03" East a distance of 10.47 feet to a point, thence;
12. South 30°00'57" West a distance of 33.71 feet to a point of curvature, thence;
13. On a curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, whose chord bears South 14°59'03" East a chord distance of 35.36 feet to a point of tangency, thence;

P:\02810620\YV\Dept\Revised\RAA 2 Exhib\RAA AREA.Doc

14. South 59°59'03" East a distance of 4.05 feet to a point, thence;
15. South 30°00'57" West a distance of 22.33 feet to a point, thence;
16. North 59°59'03" West a distance of 6.73 feet to a point, thence;
17. North 12°59'45" West a distance of 174.19 feet to a point of cusp, thence;
18. On a curve to the left having a radius of 1066.30 feet, an arc length of 57.24 feet whose chord bears North 03°53'48" East a chord distance of 57.23 feet to a non-tangential point, thence;
19. North 65°09'51" East a distance of 38.14 feet to a point of cusp, thence;
20. On a curve to the right having a radius of 1106.32 feet, an arc length of 386.96 feet whose chord bears North 04°16'00" West a chord distance of 384.99 feet to a non-tangential point, thence;
21. South 59°59'03" East a distance of 88.04 feet to a point, thence;
22. North 30°00'57" East a distance of 288.74 feet to a point, thence;
23. South 59°59'03" East a distance of 349.28 feet to a point, thence;
24. North 30°00'57" East a distance of 140.19 feet the **POINT OF BEGINNING**.

Containing an area of 227,276 square feet or 5.218 acres more or less.

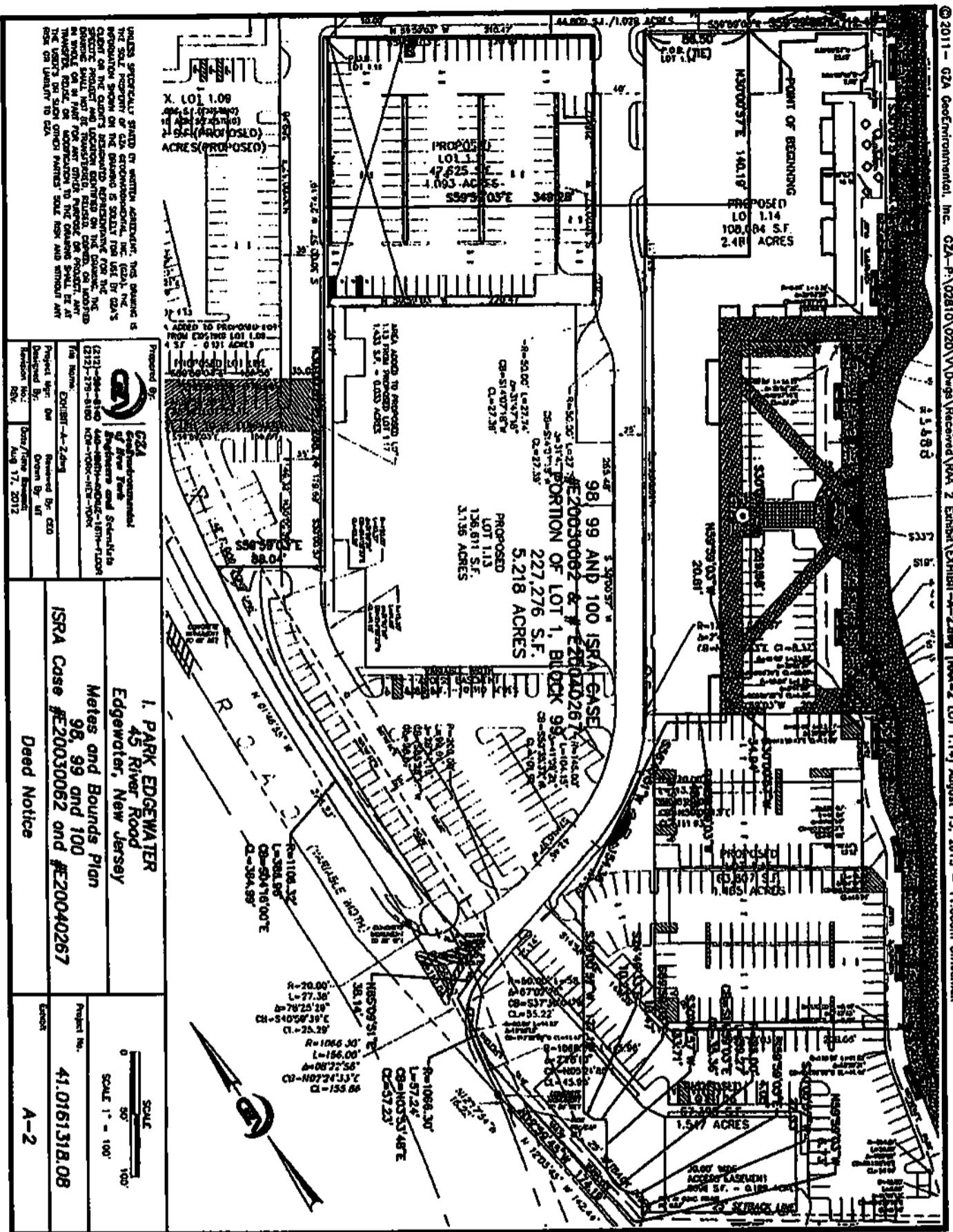
© 2011 - CZA GeoEnvironmental, Inc. CZA-J:\161300\161300\Figures\CAD\DRIFT DEED NOTICE - RMA-2\exhibit A-1.dwg [A-1] August 17, 2012 - 1:09pm migueltores



ACKNOWLEDGEMENT:
 FIGURE BASED ON U.S. GEOLOGICAL SURVEY, CENTAL PARK
 QUADRANGLE (7.5 MINUTE SERIES TOPOGRAPHIC MAP),
 DATED 1986, PHOTOREVISED 1979

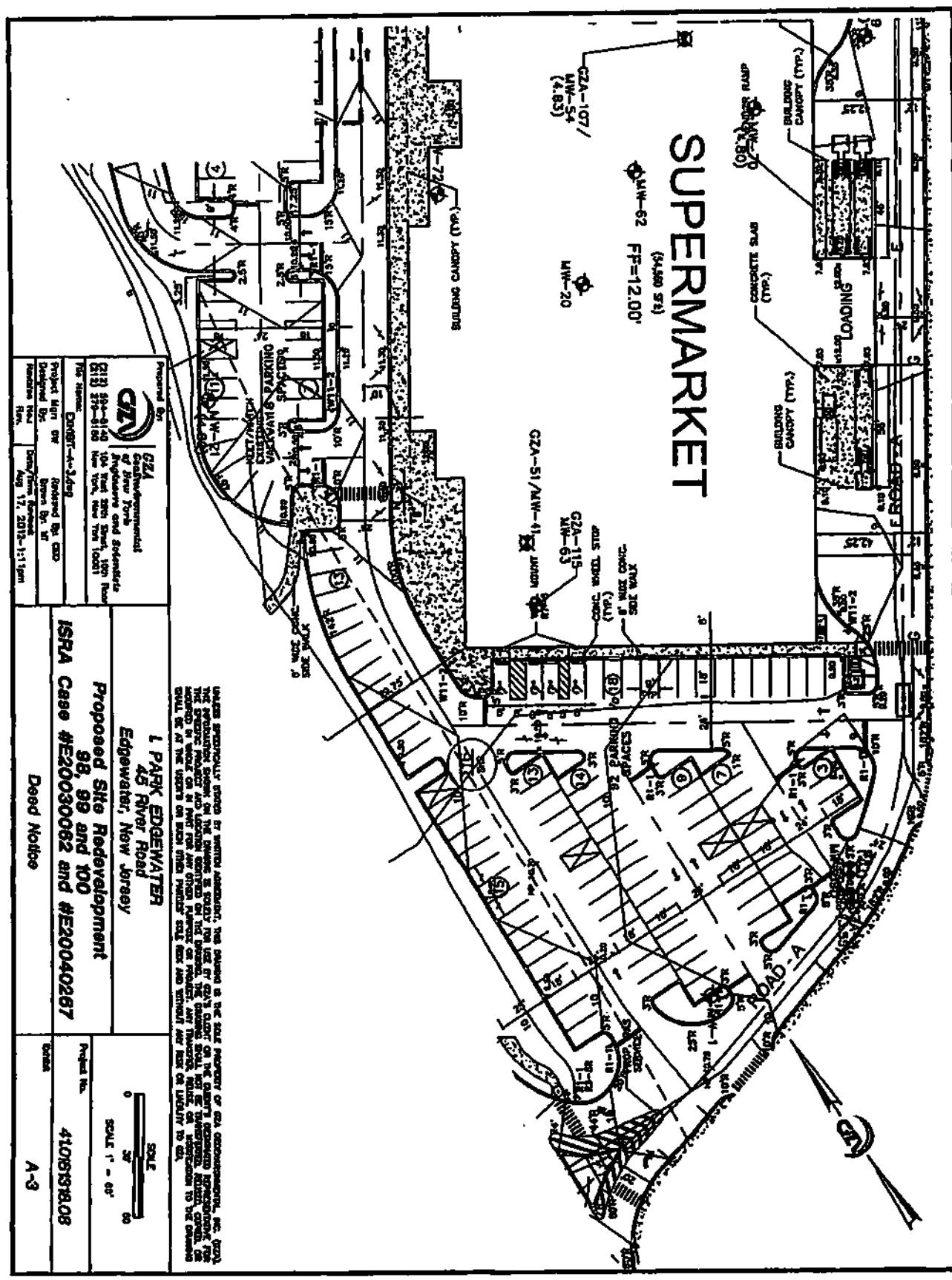


Prepared By:  GZA GeoEnvironmental of New York Engineers and Scientists (212) 691-9110 104 West 29th Street, 10th Floor (212) 279-9150 New York, New York 10001 File Name: exhibit A-1.dwg Project Mgr: DM Reviewed By: CEO Designed By: GW Drawn By: MT Revision No.: Date/Time Rev-by: Rev. Aug 17, 2012-1:09pm	I PARK EDGEWATER 45 River Road Edgewater, New Jersey	SCALE 
	Site Location Plan Blocks 98, 99 and 100 ISRA Case #E20030062 and #E20040267	Project No. 410161318.08
	Deed Notice	Exhibit A-1



UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOENVIRONMENTAL, INC. (GZA). THE INFORMATION SHOWN ON THIS DRAWING IS SOLELY THE WORK OF GZA'S PROFESSIONAL PERSONNEL AND IS NOT TO BE USED FOR ANY OTHER PURPOSES. NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY GZA FOR ANY OTHER PURPOSES OR FOR ANY OTHER USES. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND FOR OBTAINING ALL NECESSARY RECORDS FROM THE COUNTY CLERK'S OFFICE.

Prepared By: GZA GeoEnvironmental
 Checked By: GZA
 Project No: 41.016131B.08
 Date: Aug 17, 2012



PLEASE SPECIFICALLY REFER TO THESE ASSUMPTIONS. THE DRAWING IS THE SOLE PROPERTY OF GZA GEOWASTEWATER, INC. (GZA). THE INFORMATION SHOWN ON THIS DRAWING IS BASED ON THE USE OF GZA'S BEST AVAILABLE INFORMATION AND FIELD SURVEY DATA. THE DRAWING SHALL NOT BE TAKEN AS A GUARANTEE OF ACCURACY OR AS A REPRESENTATION OF THE STATE OF THE DRAWING. THE DRAWING SHALL NOT BE TAKEN AS A GUARANTEE OF ACCURACY OR AS A REPRESENTATION OF THE STATE OF THE DRAWING. THE DRAWING SHALL NOT BE TAKEN AS A GUARANTEE OF ACCURACY OR AS A REPRESENTATION OF THE STATE OF THE DRAWING. THE DRAWING SHALL NOT BE TAKEN AS A GUARANTEE OF ACCURACY OR AS A REPRESENTATION OF THE STATE OF THE DRAWING.

<p>GZA Geoenvironmental of New York Engineering and Scientists 612 376-0140 100 West 28th Street, 10th Floor New York, New York 10001</p> <p>Project No. 4109197808</p>	<p>Proposed By: GZA Developed By: GZA Reviewed By: GZA Issued Date: Aug 17, 2012 - 1:11pm</p>	<p>1 PARK EDGEWATER 45 River Road Edgewater, New Jersey</p> <p>Proposed Site Redevelopment 98, 99 and 100 ISRA Case #E20030062 and #E20040267</p> <p>Deed Notice</p>	<p>Project No. 4109197808</p> <p>Scale: 1" = 60'</p>
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EXHIBIT B

Description of Affected Areas *Current*

Site Conditions

The Site is approximately 5.218 acres parcel located on Lot 1.11, 1.13, 1.14 and 1.15. The Site is located in the southwest section of the Property situated on portions of Block 98, 99 and 100. The Property is currently in the process of redevelopment for mixed use residential and commercial purposes. Land use in the vicinity of the Property is a mix of residential, industrial and commercial uses. The ongoing redevelopment of the Hudson River waterfront in Edgewater has shifted the predominant land use from industrial to a mix of residential and commercial.

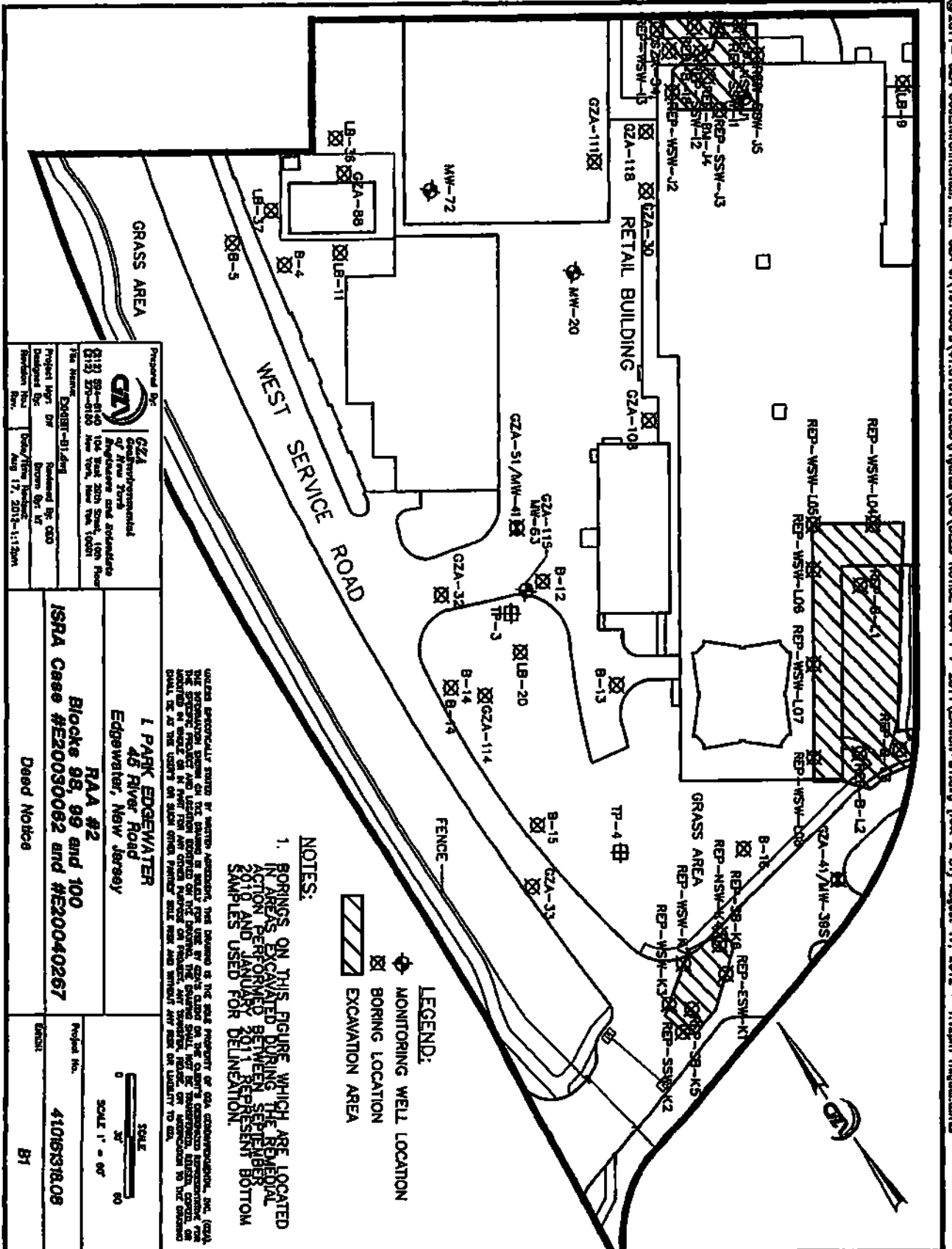
Proposed Site conditions are depicted on Exhibit A-3.

Commercial Use Area Descriptions

The Property redevelopment plan calls for utilizing the Property as residential and retail commercial facility. One new structure (Supermarket) will be built partially on-Site as shown on Exhibit A-3. The proposed redevelopment plan incorporates engineered controls to eliminate exposure scenarios.

Remaining Contamination

Soil sample locations are shown on Exhibit B-1. Exhibits B1-1 through B1-8 summarize the analytical results of soil samples and lists detected compounds and exceedances of the New Jersey Department of Environmental Protection's Soil Cleanup Criteria (NJDEP NRSCC or IGWSCC).



Prepared by: **GZA** Geoscientific, Inc.
 100 West 31st Street, 10th Floor
 New York, NY 10018
 Tel: 212-512-2000
 Fax: 212-512-2001
 Email: gza@geoscientific.com

Project No. 410631808
 Project Title: Deed Notice B1
 Date: August 17, 2012

1 PARK EDGEWATER
 45 River Road
 Edgewater, New Jersey
RAA #2
Blocks 98, 99 and 100
ISRA Case #E20030062 and #E20040267
 Deed Notice

Method	Depth	Location	Depth	Location	Depth	Location
...

Method	Depth	Location	Depth	Location	Depth	Location
...

Method	Depth	Location	Depth	Location	Depth	Location
...

Method	Depth	Location	Depth	Location	Depth	Location
...

Method	Depth	Location	Depth	Location	Depth	Location
...

Method	Depth	Location	Depth	Location	Depth	Location
...

Method	Depth	Location	Depth	Location	Depth	Location
...

Method	Depth	Location	Depth	Location	Depth	Location
...

Method	Depth	Location	Depth	Location	Depth	Location
...

NOTES:
1. ONLY DETECTED COMPOUNDS LISTED.

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GeoEnvironmental
of New York
Engineers and Scientists
2171 94th Ave
104 York Ave, 20th Floor, 100
11121 770-8100 New York, New York 10001

For Name: **Deed#1-01.dwg**
Project No: **DR** Reviewed By: **GD**
Prepared By: **DR** Drawn By: **DR**
Revision No: **Aug 13, 2012-11:56am**

1 PARK EDGEWATER
45 River Road
Edgewater, New Jersey

RAA #2
Blocks 98, 99 and 100
ISRA Case #E20030062 and #E20040267

Deed Notice

Project No: **410161318.08**
Error: **BT-3**

DETECTION ANALYSIS DATE	ANALYSIS TYPE	ANALYSIS METHOD	ANALYSIS LABORATORY
08/17/12	Soil	GC/MS	LAB 101

DETECTION ANALYSIS DATE	ANALYSIS TYPE	ANALYSIS METHOD	ANALYSIS LABORATORY
08/17/12	Soil	GC/MS	LAB 101

DETECTION ANALYSIS DATE	ANALYSIS TYPE	ANALYSIS METHOD	ANALYSIS LABORATORY
08/17/12	Soil	GC/MS	LAB 101

DETECTION ANALYSIS DATE	ANALYSIS TYPE	ANALYSIS METHOD	ANALYSIS LABORATORY
08/17/12	Soil	GC/MS	LAB 101

DETECTION ANALYSIS DATE	ANALYSIS TYPE	ANALYSIS METHOD	ANALYSIS LABORATORY
08/17/12	Soil	GC/MS	LAB 101

DETECTION ANALYSIS DATE	ANALYSIS TYPE	ANALYSIS METHOD	ANALYSIS LABORATORY
08/17/12	Soil	GC/MS	LAB 101

DETECTION ANALYSIS DATE	ANALYSIS TYPE	ANALYSIS METHOD	ANALYSIS LABORATORY
08/17/12	Soil	GC/MS	LAB 101

DETECTION ANALYSIS DATE	ANALYSIS TYPE	ANALYSIS METHOD	ANALYSIS LABORATORY
08/17/12	Soil	GC/MS	LAB 101

DETECTION ANALYSIS DATE	ANALYSIS TYPE	ANALYSIS METHOD	ANALYSIS LABORATORY
08/17/12	Soil	GC/MS	LAB 101

DETECTION ANALYSIS DATE	ANALYSIS TYPE	ANALYSIS METHOD	ANALYSIS LABORATORY
08/17/12	Soil	GC/MS	LAB 101

DETECTION ANALYSIS DATE	ANALYSIS TYPE	ANALYSIS METHOD	ANALYSIS LABORATORY
08/17/12	Soil	GC/MS	LAB 101

DETECTION ANALYSIS DATE	ANALYSIS TYPE	ANALYSIS METHOD	ANALYSIS LABORATORY
08/17/12	Soil	GC/MS	LAB 101

- NOTES:**
1. ONLY DETECTED COMPOUNDS LISTED.
 2. NJ-RDCSC REPRESENTS NEW JERSEY RESIDENTIAL DIRECT CONTACT SOIL CLEANUP CRITERIA.
 3. NJ-IGSCC REPRESENTS NEW JERSEY IMPACT TO GROUNDWATER SOIL CLEANUP CRITERIA.
 4. SAMPLES J1, J2, J3, J5, K1, AND K2 ARE SIDEWALL SAMPLES TAKEN AT DEPTHS OF 7-9 FEET BELOW GROUND SURFACE.
 5. SAMPLE J4 IS A BOTTOM SAMPLE TAKEN AT A DEPTH OF 12-14 FEET BELOW GROUND SURFACE.

THIS REPORT WAS PREPARED BY GZA GEOTECHNICAL, INC. THE DATA IS THE PROPERTY OF GZA GEOTECHNICAL, INC. GZA, THE REGULATION SPONSOR ON THE PROJECT IS SOCIETY FOR USE BY GZA'S CLIENT ON THE CLIENT'S REPORTED INVESTIGATION FOR THE SOILS. THE DATA IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF GZA. THE DATA IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF GZA.

Prepared By:
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 New York, NY 10001
 (212) 512-8100

For Name: EXHIBIT-81.dwg
 Project Name: DM
 Project Location: Edgewater, New Jersey
 Revision: Rev. 17, 2012-11-7am

1. PARK EDGEWATER
 45 River Road
 Edgewater, New Jersey

RAA #2
 Blocks 98, 99 and 100
 ISRA Case #E20030062 and #E20040267

Deed Notice

Project No. 4108318.06
 Sheet 87-5

LOCATION	DATE	DEPTH	NO. DETECTED	NO. DETECTED	NO. DETECTED	NO. DETECTED
AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN
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2	10/10/11	1-2	1	1	1	1
3	10/10/11	2-3	1	1	1	1
4	10/10/11	3-4	1	1	1	1
5	10/10/11	4-5	1	1	1	1
6	10/10/11	5-6	1	1	1	1
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10	10/10/11	9-10	1	1	1	1

LOCATION	DATE	DEPTH	NO. DETECTED	NO. DETECTED	NO. DETECTED	NO. DETECTED
AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN
1	10/10/11	0-1	1	1	1	1
2	10/10/11	1-2	1	1	1	1
3	10/10/11	2-3	1	1	1	1
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6	10/10/11	5-6	1	1	1	1
7	10/10/11	6-7	1	1	1	1
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9	10/10/11	8-9	1	1	1	1
10	10/10/11	9-10	1	1	1	1

LOCATION	DATE	DEPTH	NO. DETECTED	NO. DETECTED	NO. DETECTED	NO. DETECTED
AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN
1	10/10/11	0-1	1	1	1	1
2	10/10/11	1-2	1	1	1	1
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4	10/10/11	3-4	1	1	1	1
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6	10/10/11	5-6	1	1	1	1
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8	10/10/11	7-8	1	1	1	1
9	10/10/11	8-9	1	1	1	1
10	10/10/11	9-10	1	1	1	1

LOCATION	DATE	DEPTH	NO. DETECTED	NO. DETECTED	NO. DETECTED	NO. DETECTED
AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN
1	10/10/11	0-1	1	1	1	1
2	10/10/11	1-2	1	1	1	1
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8	10/10/11	7-8	1	1	1	1
9	10/10/11	8-9	1	1	1	1
10	10/10/11	9-10	1	1	1	1

LOCATION	DATE	DEPTH	NO. DETECTED	NO. DETECTED	NO. DETECTED	NO. DETECTED
AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN
1	10/10/11	0-1	1	1	1	1
2	10/10/11	1-2	1	1	1	1
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9	10/10/11	8-9	1	1	1	1
10	10/10/11	9-10	1	1	1	1

LOCATION	DATE	DEPTH	NO. DETECTED	NO. DETECTED	NO. DETECTED	NO. DETECTED
AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN
1	10/10/11	0-1	1	1	1	1
2	10/10/11	1-2	1	1	1	1
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6	10/10/11	5-6	1	1	1	1
7	10/10/11	6-7	1	1	1	1
8	10/10/11	7-8	1	1	1	1
9	10/10/11	8-9	1	1	1	1
10	10/10/11	9-10	1	1	1	1

- NOTES:
1. ONLY DETECTED COMPOUNDS LISTED.
 2. NJ-RCSOC REPRESENTS NEW JERSEY RESIDENTIAL DIRECT CONTACT SOIL CLEANUP CRITERIA.
 3. NJ-RCSOC REPRESENTS NEW JERSEY IMPACT TO GROUNDWATER SOIL CLEANUP CRITERIA.
 4. SAMPLES K3, K4, AND K7 ARE SIDEWALL SAMPLES TAKEN AT DEPTHS OF 7-9 FEET BELOW GROUND SURFACE.
 5. SAMPLES K5 AND K6 ARE BOTTOM SAMPLES TAKEN AT DEPTHS OF 10.5-12.5 FEET BELOW GROUND SURFACE.
 6. SAMPLE L1 IS A BOTTOM SAMPLE TAKEN AT A DEPTH OF 9-11 FEET BELOW GROUND SURFACE.

PLEASE PROCEEDLY SIGNED BY SIGNATURE: THE DRAWER IS THE SOLE PROPERTY OF GZA GEOENVIRONMENTAL, INC. (GZA, INC.) AND NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GZA. ANY VIOLATION OF THIS NOTICE SHALL BE AT THE USER'S SOLE RISK AND WITHOUT ANY REMEDY OR LIABILITY TO GZA.

Prepared By: **GZA**
 GeoEnvironmental
 100 River Street
 Edgewater, New Jersey
 07621-3900
 Tel: 201-994-4100
 Fax: 201-994-4100

Project Name: **RAA #2**
 Blocks 98, 99 and 100
 ISRA Case #E20030062 and #E20040267

Project No.: **4108398.08**

L PARK EDGEWATER
 45 River Road
 Edgewater, New Jersey

RAA #2
 Blocks 98, 99 and 100
 ISRA Case #E20030062 and #E20040267

Project No.: **4108398.08**

Sheet No.: **81-8**

ANALYST ANALYST DATE ANALYST ID	NO-ROSCC		NO-ROSCC		ROSCC	
	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
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9	1.00	1.00	1.00	1.00	1.00	1.00

ANALYST ANALYST DATE ANALYST ID	NO-ROSCC		NO-ROSCC		ROSCC	
	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
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2	1.00	1.00	1.00	1.00	1.00	1.00
3	1.00	1.00	1.00	1.00	1.00	1.00
4	1.00	1.00	1.00	1.00	1.00	1.00
5	1.00	1.00	1.00	1.00	1.00	1.00
6	1.00	1.00	1.00	1.00	1.00	1.00
7	1.00	1.00	1.00	1.00	1.00	1.00
8	1.00	1.00	1.00	1.00	1.00	1.00
9	1.00	1.00	1.00	1.00	1.00	1.00

ANALYST ANALYST DATE ANALYST ID	NO-ROSCC		NO-ROSCC		ROSCC	
	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
1	1.00	1.00	1.00	1.00	1.00	1.00
2	1.00	1.00	1.00	1.00	1.00	1.00
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4	1.00	1.00	1.00	1.00	1.00	1.00
5	1.00	1.00	1.00	1.00	1.00	1.00
6	1.00	1.00	1.00	1.00	1.00	1.00
7	1.00	1.00	1.00	1.00	1.00	1.00
8	1.00	1.00	1.00	1.00	1.00	1.00
9	1.00	1.00	1.00	1.00	1.00	1.00


ANALYST ANALYST DATE ANALYST ID	NO-ROSCC		NO-ROSCC		ROSCC	
	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
1	1.00	1.00	1.00	1.00	1.00	1.00
2	1.00	1.00	1.00	1.00	1.00	1.00
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ANALYST ANALYST DATE ANALYST ID	NO-ROSCC		NO-ROSCC		ROSCC	
	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
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5	1.00	1.00	1.00	1.00	1.00	1.00
6	1.00	1.00	1.00	1.00	1.00	1.00
7	1.00	1.00	1.00	1.00	1.00	1.00
8	1.00	1.00	1.00	1.00	1.00	1.00
9	1.00	1.00	1.00	1.00	1.00	1.00

ANALYST ANALYST DATE ANALYST ID	NO-ROSCC		NO-ROSCC		ROSCC	
	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
1	1.00	1.00	1.00	1.00	1.00	1.00
2	1.00	1.00	1.00	1.00	1.00	1.00
3	1.00	1.00	1.00	1.00	1.00	1.00
4	1.00	1.00	1.00	1.00	1.00	1.00
5	1.00	1.00	1.00	1.00	1.00	1.00
6	1.00	1.00	1.00	1.00	1.00	1.00
7	1.00	1.00	1.00	1.00	1.00	1.00
8	1.00	1.00	1.00	1.00	1.00	1.00
9	1.00	1.00	1.00	1.00	1.00	1.00

- NOTES:
1. ONLY DETECTED COMPOUNDS LISTED.
 2. NJ-ROSCC REPRESENTS NEW JERSEY RESIDENTIAL DIRECT CONTACT SOIL CLEANUP CRITERIA.
 3. NJ-IGSCC REPRESENTS NEW JERSEY IMPACT TO GROUNDWATER SOIL CLEANUP CRITERIA.
 4. SAMPLES L04, L05, L06, AND L07 ARE SIDEWALL SAMPLES TAKEN AT DEPTHS OF 7-9 FEET BELOW GROUND SURFACE.
 5. SAMPLE L2 IS A BOTTOM SAMPLE TAKEN AT A DEPTH OF 9-11 FEET BELOW GROUND SURFACE.

PLEASE CONSULT WITH THE CLIENT AND/OR THE STATE OF NEW JERSEY FOR THE MOST CURRENT REGULATIONS AND CRITERIA. THE RESULTS OF THIS ANALYSIS ARE FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE USED FOR ANY LEGAL OR REGULATORY PURPOSES WITHOUT THE WRITTEN CONSENT OF GZA. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE STATE OF NEW JERSEY AND ANY OTHER AGENCIES. THE CLIENT IS ALSO RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE STATE OF NEW JERSEY AND ANY OTHER AGENCIES. THE CLIENT IS ALSO RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE STATE OF NEW JERSEY AND ANY OTHER AGENCIES.

 <p>GZA GeoEnvironmental of New York Analytical and Scientific Services</p> <p>Project No. 4109378.09 Project Name: Dead Notice</p>	<p>1 PARK EDGEWATER 45 River Road Edgewater, New Jersey</p> <p>RAA #2 Blocks 98, 99 and 100 ISRA Case #E20030062 and #E20040267</p>
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LABORATORY	ANALYST	NO. IISCC	ADDITIONAL
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- NOTES:**
1. ONLY DETECTED COMPOUNDS LISTED.
 2. NJ-RDSCC REPRESENTS NEW JERSEY RESIDENTIAL DIRECT CONTACT SOIL CLEANUP CRITERIA.
 3. NJ-IISCC REPRESENTS NEW JERSEY IMPACT TO GROUNDWATER SOIL CLEANUP CRITERIA.
 4. SAMPLE LDB IS A SIDEWALL SAMPLE TAKEN AT A DEPTH OF 7-9 FEET BELOW GROUND SURFACE.

Prepared By: **GZA Geoscientific**
 of New York
 100 West Street, 10th Floor
 New York, NY 10038

Project Name: **ISRA Case #E20030062 and #E20040267**
 Project No.: **41081918.08**

Client: **RAA #2**
Blocks 98, 99 and 100
Edgewater, New Jersey

Project Location: **1 PARK EDGEWATER**
45 River Road
Edgewater, New Jersey

Project No.: **41081918.08**
 Issue: **B1-9**

Project Name: **ISRA Case #E20030062 and #E20040267**
 Project No.: **41081918.08**

Project Location: **1 PARK EDGEWATER**
45 River Road
Edgewater, New Jersey

Project No.: **41081918.08**
 Issue: **B1-9**

Project Name: **ISRA Case #E20030062 and #E20040267**
 Project No.: **41081918.08**

Project Location: **1 PARK EDGEWATER**
45 River Road
Edgewater, New Jersey

Project No.: **41081918.08**
 Issue: **B1-9**

Exhibit C

Institutional and Engineering Controls

The Site has contaminants above the residential direct contact soil cleanup criteria; therefore the entire 3.6-acre parcel will be discussed in this deed notice. Institutional and engineering controls are both in place to prevent contact with the contaminated areas on-Site and to safeguard the health of the public and the environment due to the presence of historic fill material, residual roofing pitch, and soils with arsenic above direct contact soil remediation standards. Institutional controls include the zoning of the site and the recording of this Deed Notice. Engineering controls consist of building foundations, asphalt, concrete and vegetative caps and eliminating the potential for direct contact with contaminants.

The Site is currently being redeveloped for retail commercial purposes with buildings for retail spaces. Prior to the start of constructing the residential retail buildings, areas were excavated to remove pitch impacting groundwater and arsenic in soils over 600 ppm. These areas are shown on Exhibit B-1. Areas that were excavated were backfilled with clean fill.

The majority of the Site, with the exception of the footprint of the existing building, will be paved with an asphalt or concrete cap which will be used as parking lots and sidewalks as part of development. Various areas will also be capped with landscaping. These caps function as a barrier to keep the contaminated soil from spreading and resurfacing due to site activities or soil erosion.

All current and subsequent owners, operators, and lessees will be advised of the conditions on this Site and will be provided copies of the Deed Notice. Until the areas of contamination are remediated to the New Jersey unrestricted use standards, the institutional and engineering controls and restrictions shall remain in place.

Exhibit C-1: Deed Notice and Institutional Controls

Institutional controls are in place to limit potential exposure to the soils in the restricted area. The Site is currently zoned for commercial purposes. Placement of this Deed Notice constitutes an institutional control, as described below.

This Deed Notice acts as an institutional control by placing use restrictions at the Site. First, the restricted areas must not be disturbed in order to prevent human contact with soil. The existing engineering controls shall remain in place and shall be maintained as needed to prevent contact with the contaminated soil. If the restricted area is to be disturbed, necessary and appropriate health and safety measures must be used when working within the restricted areas. At a minimum measures must include notifying the NJDEP and monitoring for dust and volatile organic compounds. A Soil Management Plan will be established prior to any soil intrusive work at the Site. Following any work,

the restricted areas must be completed with engineering controls providing equivalent protection against direct contact as do the existing controls, or remediated to unrestricted use levels.

Exhibit C-2: Engineering Controls – Pavement Capped Areas

The pavement cap covering the roads and parking lot areas of the Site, shall consist of compacted existing subgrade to 95% modified proctor density, 5-inch sub-base dense graded aggregate, 4-inch bituminous stabilized base course, topped with a 2-inches of bituminous concrete surface course.

Exhibit C-3: Engineering Controls – Concrete Capped Areas

The concrete cap covering the sidewalk areas, will consist of compacted existing subgrade, topped with a 4-inches of ¾-inch clean crushed stone and 4-inches class B concrete.

Exhibit C-4: Engineering Controls –Paver Area

The paver cap covering the walkway areas, will consist of compacted subgrade, a stabilization fabric layer, 6-inches of dense graded aggregate, 1-inch of concrete sand and topped with a 2-inch thick concrete precast pavers.

Exhibit C-5: Engineering Controls –Building Capped Area

The buildings will be brought up approximately 3-4 feet from ground surface with clean fill and gravel. The concrete slab will be 8-inches thick and have a gas vapor barrier and ventilation system consisting of 8-inches of crushed stone, a nonwoven drainage geotextile layer and a minimum of 25-mil HDPE and 5-inches of concrete on top of the gas vapor barrier and ventilation system. Schedule 40 PVC embedded in the coarse granular layer will elbow 90 degrees penetrating the concrete slab. At the 90 degree elbow there will be a sealant applied on top of the HDPE.

Exhibit C-6: Engineering Controls – Landscape Capped Areas

Landscaped areas will consist of a 6-inch drainage layer and 18-inches of certified clean fill/top soil to protect the public from direct exposure to contaminants in the soil. The vegetation will consist of evergreen trees such as, White Pine and Serbian Spruce, ornamental trees such as Shadblow Serviceberry and Himalayan Birch, shade trees such as Chanticleer Pear and shrubs such as Skyrocket Juniper, Morning Light Miscanthus, Blue Knoll Caryopteris.

A diagram of the engineering controls is included as Exhibit C-2 and C-6.

Monitoring and Inspection

At a minimum, the responsible party will monitor the engineering controls, including the Deed Notice, Fenced Areas and Capped Areas, (in the spring and in the fall) of the entire Site. During the site inspection, the integrity of the caps over the restricted use areas will be evaluated. Impermeable capped areas including the building foundation, sidewalks and asphalt will be examined for cracking, damage, loss and wear. Vegetative capped areas will be routinely evaluated for erosion and stressed vegetation. The responsible party will maintain a regular schedule for mowing and maintaining vegetative growth and reseeded/replanting on an as needed basis.

The results of each inspection and any maintenance of or disturbances to the engineering controls shall be documented either in a logbook retained on-Site and shall include dates of the inspection, name of the inspector, results of the inspection and condition of the engineering controls. If it is not possible to visually evaluate the integrity/performance of the engineering controls, sampling may be necessary. Documentation shall be maintained on-Site and made available to NJDEP on request.

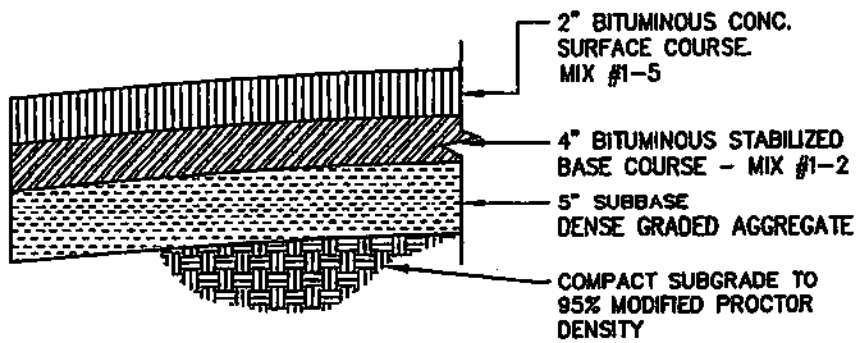
If any new standards, regulations or laws applying to the Site necessitate additional sampling at the Site in order to evaluate the protectiveness of the remedial action a sampling plan will be established with a health and safety plan.

Maintenance

Maintenance will be conducted as necessary to maintain the integrity of the caps and fencing. Following the required inspections, as detailed above, the caps over the restricted use areas will be maintained, and any unacceptable cracks, damage, or missing pavement will be repaired or replaced. Fencing will be repaired, after inspection, as necessary to ensure unauthorized site access.

Reporting

Pursuant to N.J.S.A. 58:10B-13.1, the responsible party shall submit to the NJDEP, a certification of the continued protectiveness of the institutional and engineering controls, on a biennial schedule. The biennial certification shall document the specific monitoring and maintenance activities conducted to maintain the engineering controls; that the current land use at the Property is consistent with the restrictions in the Deed Notice; and that the institutional and engineering controls at the Property continue to be protective of the public health and safety and of the environment.

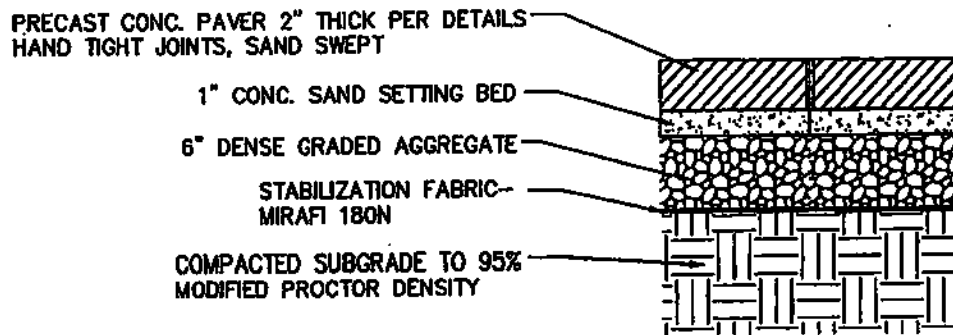


PAVEMENT DETAIL
NOT TO SCALE

UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOTECHNICAL, INC. (GZA). THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSFERRED, REPRODUCED, COPIED, OR USED IN WHOLE OR IN PART FOR ANY OTHER PURPOSE OR PROJECT. ANY TRANSFER, REUSE, OR MODIFICATION TO THE DRAWING SHALL BE AT THE USER'S OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY OBLIGATION TO GZA.


Prepared By: GZA Geotechnical of New York Engineers and Scientists (212) 694-8140 104 West 29th Street, 10th Floor (212) 279-8100 New York, New York 10001 File Name: ech08 C-2.dwg Project Mgr: DW Reviewed By: CDD Designed By: PM Drawn By: JHT Revision No: Date/Time Released Rev: Aug 17, 2012-1:20pm	L PARK EDGEWATER 45 River Road Edgewater, New Jersey	NOT TO SCALE
	Pavement Details Blocks 98, 99 and 100 ISRA CASE #E20030062 and #E20040267	Project No.: 410181318.08
	Deed Notice	Exhibit: C-2

© 2011 - CZA GeoEnvironmental, Inc. CZA-J:\161300\410161318.00\Figures\CAD\DRAFT DEED NOTICE - BAA-2\urmba C-4.dwg [C-4] August 17, 2012 - 1:21pm miguel.larrea

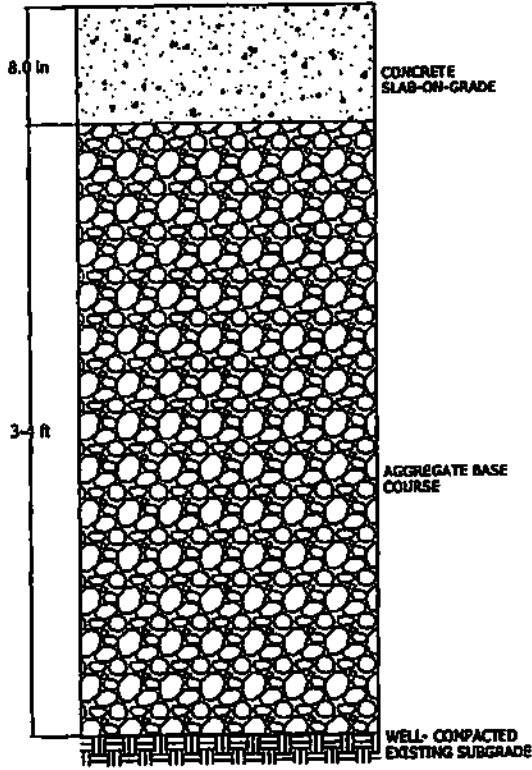


30"x30" PAVER DETAIL
 NOT TO SCALE

UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF CZA GEOENVIRONMENTAL, INC. (CZA). THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY CZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSFERRED, REPRODUCED, COPIED, OR MODIFIED IN WHOLE OR IN PART FOR ANY OTHER PURPOSE OR PROJECT. ANY TRANSFER, REUSE, OR MODIFICATION TO THE DRAWING SHALL BE AT THE USER'S OR SUCH OTHER PARTIES' SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO CZA.


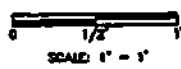
Prepared By  CZA GeoEnvironmental of New York Engineers and Scientists (212) 804-6140 104 West 20th Street, 10th Floor (212) 879-6182 New York, New York 10011	I PARK EDGEWATER 45 River Road Edgewater, New Jersey	NOT TO SCALE
	30" X 30" Paver Detail Blocks 98, 99 and 100 ISRA CASE #E20030062 and #E20040267	Project No. 410161318.08
File Name: exhibit C-4.dwg	Deed Notice	ENR C-4
Project Mgr: DW Designed By: PM	Reviewed By: CEO Drawn By: MF	
Revision No.: Rev.	Date/Time Released: Aug 17, 2012-1:21pm	

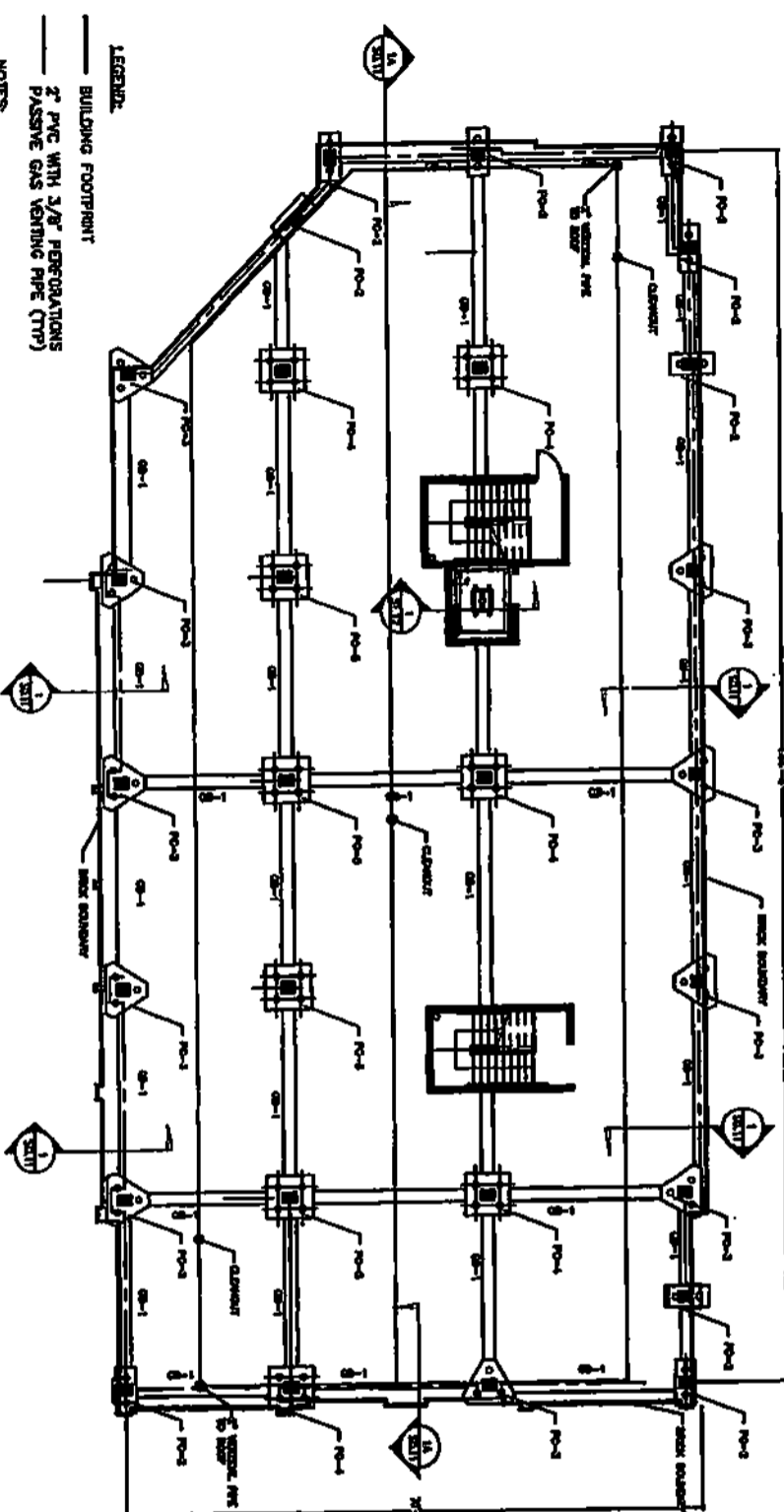
© 2011 - GZA GeoEnvironmental, Inc. GZA-4\1613003\410161318.00\Figures\CAD\DRIFT DEED NOTICE - RAA-2\exhibit C-5-1.dwg [C-5-1] August 17, 2012 - 1:22pm miguel.torres



CONCRETE BUILDING CAP SECTION

UNLESS SPECIFICALLY NOTED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOTECHNICAL, INC. (GZA). THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSFERRED, REUSED, COPIED, OR MODIFIED IN WHOLE OR IN PART FOR ANY OTHER PURPOSE OR PROJECT. ANY TRANSFER, REUSE, OR MODIFICATION TO THE DRAWING SHALL BE AT THE USER'S OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA.

Prepared By:  GZA GeoEnvironmental of New York Engineers and Scientists 105 West 29th Street, 10th Floor New York, New York 10001 (212) 694-9140 (212) 672-0180 File Name: exhibit C-5-1.dwg Project Mgr: GE Designed By: FM Reviewed By: CED Drawn By: MF Revision: Date/Time Revisd: Aug 17, 2012-1:22pm	I. PARK EDGEWATER 45 River Road Edgewater, New Jersey	 SCALE: 1" = 1'
	Concrete Building Cap Blocks 98, 99 and 100 ISRA CASE #E20030062 and #E20040267	Project No. 410161318.08
	Deed Notice	GZA C-5-1

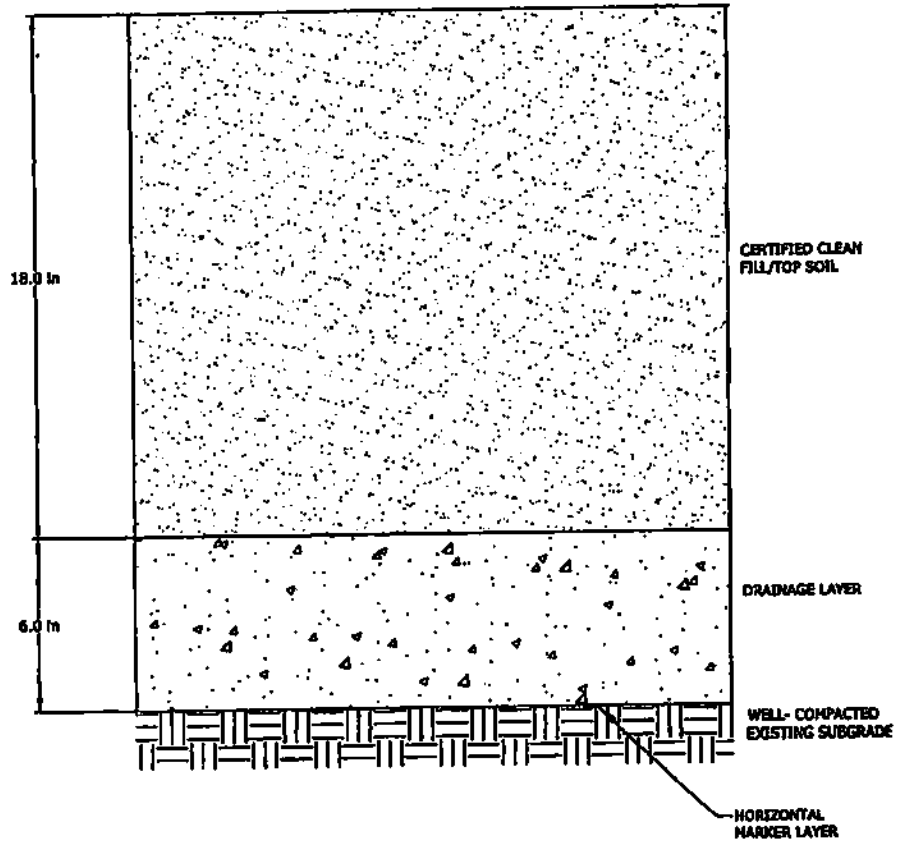


- LEGEND:**
- BUILDING FOOTPRINT
 - 2" PVC WITH 3/8" PERFORATIONS
 - PASSIVE GAS VENTING PIPE (TPP)
- NOTES:**
1. DATA FOR ALL ELEVATIONS GIVEN BASED ON MAIN BUILDING FLOOR SLAB SHALL BE USGS ELEVATION 83.0' ± 0.0'
 2. FOR PILE CAP AND GRADE BEAM DETAILS SEE SH 5-0.11

UNLESS SPECIFICALLY NOTED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOSENVIRONMENTAL, INC. (GZA). THE INFORMATION SHOWN ON THIS DRAWING IS SOLELY FOR THE USE OF THE CLIENT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GZA.

<p>GZA GeosEnvironmental of New York Architects and Engineers (212) 264-8100 100 West 29th Street, 10th Floor New York, NY 10001 (212) 279-8100 New York, New York 10001</p>	<p>Prepared By: GZA Checked By: GZA Designed By: GZA Reviewed By: GZA Revision No. Aug 17, 2012 - 12:23pm</p>	<p>1 PARK EDGEWATER 46 River Road Edgewater, New Jersey</p>	<p>Gas Vapor Barrier and Ventilation System 98, 99 and 100 ISRA CASE #E20030062 and #E20040287</p>	<p>Project No. 410161318.08 Sheet No. C-5-2A</p>
	<p>Scale: 0 10' 20'</p> <p>SCALE 1" = 20'</p>			

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TYPICAL SOIL CAP SECTION

UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOENVIRONMENTAL, INC. (GZA). THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSFERRED, REPRODUCED, COPIED, OR INCORPORATED IN WHOLE OR IN PART FOR ANY OTHER PURPOSE OR PROJECT. ANY TRANSFER, REUSE, OR REPRODUCTION TO THE DRAWING SHALL BE AT THE USER'S OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA.



Prepared By  GZA GeoEnvironmental of New York Engineers and Scientists (212) 584-8140 104 West 29th Street, 10th Floor (312) 279-0160 New York, New York 10001 File Name: exhibit C-5.dwg	L PARK EDGEWATER 45 River Road Edgewater, New Jersey	 SCALE: 2" = 1'
	Typical Soil Cap Blocks 98, 99 and 100 ISRA Case #E20030062 and #E20040267	Project No. 410161318.08
Project Mgr: DW Designed By: PM Checked By: [blank] Revision No.: [blank] Date/Time Revised: Aug 17, 2012-1:23pm	Reviewed By: CDD Drawn By: MT	Code C-6
Deed Notice		

Exhibit D

As-Built Conditions Engineering Controls

The entire Site contains contaminants above the non-residential direct-contact soil cleanup criteria. Soft pitch was excavated from areas around the former groundwater monitoring wells MW-1 and MW-70 and around the boring GZA-156. PCB impacted soils above 10 ppm were excavated from areas around LB-10 and GZA-34/MW-54. Areas that were excavated were filled with 1/4-inch gravel. Impermeable caps and a vegetative cap will completely cover the Site.

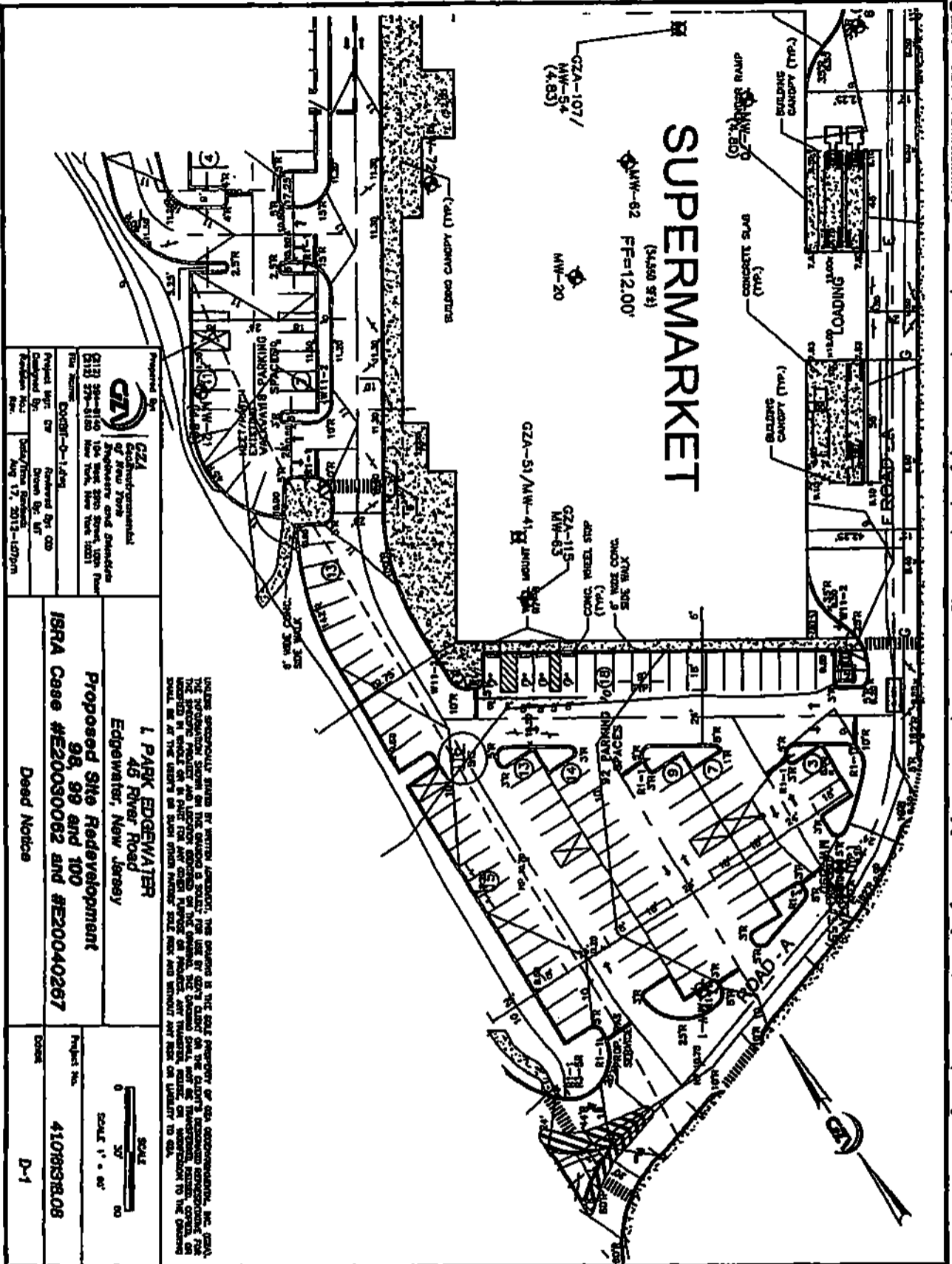
Capped Areas

The entire Site will be covered with pavement, concrete sidewalks, pavers, landscaping and/or the Supermarket building, as shown on **Exhibit D-1**.

The building will be brought up approximately 3-4 feet from ground surface with clean fill and gravel. The concrete slab will be 8-inches thick and have a gas vapor barrier and ventilation system consisting of 8-inches of crushed stone, a nonwoven drainage geotextile layer and a minimum of 25-mil HDPE and 5-inches of concrete on top of the gas vapor barrier and ventilation system. Schedule 40 PVC embedded in the coarse granular layer will elbow 90 degrees penetrating the concrete slab. At the 90 degree elbow there will be a sealant applied on top of the HDPE.

The pavement cap covering the roads and parking lot areas of the Site, shall consist of compacted existing subgrade to 95% modified proctor density, 5-inch sub-base dense graded aggregate, 4-inch bituminous stabilized base course, topped with a 2-inches of bituminous concrete surface course. The concrete cap covering the sidewalk areas, will consist of compacted existing subgrade, topped with a 4-inches of 3/4-inch clean crushed stone and 4-inches class B concrete. The paver cap covering the walkway areas, will consist of compacted subgrade, a stabilization fabric layer, 6-inches of dense graded aggregate, 1-inch of concrete sand and topped with a 2-inch thick concrete precast pavers.

Landscaped areas will consist of a 6-inch drainage layer and 18-inches of certified clean fill/top soil to protect the public from direct exposure to contaminants in the soil. The vegetation will consist of evergreen trees such as, White Pine and Serbian Spruce, ornamental trees such as Shadblow Serviceberry and Himalayan Birch, shade trees such as Chanticleer Pear and shrubs such as Skyrocket Juniper, Morning Light Miscanthus, Blue Knoll Caryopteris.



INDICATE SPECIFIC ITEMS BY WRITING LARGEST, THE NUMBER IS THE SHEET NUMBER OF THE CORRESPONDING SHEET. THE PROPORTION SHOWN ON THE DRAWING IS ONLY THE USE OF GZI'S BEST EFFORTS TO REPRESENT THE PROJECT'S PROPOSED AND EXISTING CONDITIONS. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION SHOWN ON THIS DRAWING. THE USER SHALL NOT BE HELD RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE APPROPRIATE AGENCIES.

GZA
GeoEnvironmental
of New York
Engineers and Architects
6121 29th Street, 10th Floor
New York, NY 10013
Tel: (212) 512-2000
Fax: (212) 512-2000

Project Name: EXHIBIT-D-1.dwg
Project Mgr: GZA
Checked By: GZA
Drawn By: GZA
Date/Time: Aug 17, 2012 - 1:07pm

1 PARK EDGEWATER
46 River Road
Edgewater, New Jersey

Proposed Site Redevelopment
96, 99 and 100
ISRA Case #E20030062 and #E20040267

Deed Notice

Project No. 410831808
Scale: 1" = 60'
Sheet: D-1

2
44-473



12-114231.02 Deed
V Bk: 01211 Pg: 1966-2009 Rec. Fee \$473.00
John S. Hogan, Bergen County Clerk
Recorded 12/06/2012 11:33:33 AM

**DEED NOTICE
REMEDIAL ACTION AREA #2
45 RIVER ROAD
EDGEWATER, NEW JERSEY
ISRA CASE #E20030062 and
#E20040267**

PREPARED FOR:

New Jersey Department of Environmental Protection
Bureau of Industrial Site Remediation
401 East State Street
P.O. Box 432
Trenton, New Jersey 08625

PREPARED On behalf of and by:

i.park Edgewater, LLC
Edgewater Lofts LLC
485 West Putnam Avenue
Greenwich, Connecticut 06830

By: _____
Printed Name: Joseph Correr, President

August 2012
File No. 41.0161318.08

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**Record & Return
Madison Title Agency LLC
1125 Ocean Avenue
Lakewood, NJ 08701**

090135

Deed Notice

IN ACCORDANCE WITH N.J.S.A. 58:10B-13, THIS DOCUMENT IS TO BE RECORDED IN THE SAME MANNER AS ARE DEEDS AND OTHER INTERESTS IN REAL PROPERTY.

Prepared by: _____
[Signature]

Joseph Cotter, President
[Print name below signature]

Recorded by: _____
[Signature, Officer of County Recording Office]

[Print name below signature]

DEED NOTICE

This Deed Notice is made as of the ^{9th} day of October, 2012, by *i.Park Edgewater, LLC* and *Edgewater Lofts LLC* (together with his/her/its/their successors and assigns, collectively "Owner").

1. **THE PROPERTY.** *i.Park Edgewater, LLC* and *Edgewater Lofts LLC* are the owners in fee simple of certain real property designated as Blocks 98, 99 and 100 and Lot 1.3 on the tax map of the Borough of Edgewater, Bergen County; the New Jersey Department of Environmental Protection Program Interest Number (Preferred ID) for the site 015891; and the property is more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "Property").

2. **DEPARTMENT'S ASSIGNED BUREAU.** The Bureau of Industrial Site Remediation was the New Jersey Department of Environmental Protection program that was responsible for the oversight of the remediation of the Property. The matter was Case No. #E20030062 and E20040267.

3. **SOIL CONTAMINATION.** *i.Park Edgewater, LLC* has remediated contaminated soil at the Property, and the New Jersey Department of Environmental Protection approved a remedial action on the 9 day of July 2012, such that soil contamination remains in certain areas of the Property which contains contaminants in concentrations that do not allow for the unrestricted use of the Property; this soil contamination is described, including the type, concentration and specific location of such contaminants, in Exhibit B, which is attached hereto and made a part

hereof. As a result, there is a statutory requirement for this Deed Notice and engineering controls in accordance with N.J.S.A. 58:10B-13.

4. **CONSIDERATION.** In accordance with the New Jersey Department of Environmental Protection's approval of the remedial action work plan for the remediation of the site which included the Property, and in consideration of the terms and conditions of that approval, and other good and valuable consideration, Owner has agreed to subject the Property to certain statutory and regulatory requirements which impose restrictions upon the use of the Property, to restrict certain uses of the Property, and to provide notice to subsequent owners, lessees and operators of the restrictions and the monitoring, maintenance, and biennial certification requirements outlined in this Deed Notice and required by law, as set forth herein.

5A. **RESTRICTED AREAS.** Due to the presence of these contaminants, the Owner has agreed, as part of the remedial action for the Property, to restrict the use of certain parts of the Property (the "Restricted Areas"); a narrative description of these restrictions, along with the associated monitoring and maintenance activities and the biennial certification requirements are provided in Exhibit C, which is attached hereto and made a part hereof. The Owner has also agreed to maintain a list of these restrictions on site for inspection by governmental enforcement officials.

5B. **ENGINEERING CONTROLS.** Due to the presence and concentration of these contaminants, the Owner has also agreed, as part of the remedial action for the Property, to the placement of certain engineering controls on the Property; a narrative description of these engineering controls, along with the associated monitoring and maintenance activities and the biennial certification requirements are provided in Exhibit C.]

6A. ALTERATIONS, IMPROVEMENTS, AND DISTURBANCES.

i. Except as provided in Paragraph 6B, below, no person shall make, or allow to be made, any alteration, improvement, or disturbance in, to, or about the Property which disturbs any engineering control at the Property without first obtaining the express written consent of the Department of Environmental Protection. Nothing herein shall constitute a waiver of the obligation of any person to comply with all applicable laws and regulations including, without limitation, the applicable rules of the Occupational Safety and Health Administration. To request the consent of the Department of Environmental Protection, contact:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance, and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413

ii. Notwithstanding subparagraph 6A.i., above, the Department of Environmental Protection's express written consent is not required for any alteration, improvement, or disturbance provided that the owner, lessee or operator:

(A) Notifies the Department of Environmental Protection of the activity by calling the DEP Hotline, at 1-877-WARN-DEP or 1-877-927-6337, within twenty-four (24) hours after the beginning of each alteration, improvement, or disturbance;

(B) Restores any disturbance of an engineering control to pre-disturbance conditions within sixty (60) calendar days after the initiation of the alteration, improvement or disturbance;

(C) Ensures that all applicable worker health and safety laws and regulations are followed during the alteration, improvement, or disturbance, and during the restoration;

(D) Ensures that exposure to contamination in excess of the applicable remediation standards does not occur;

(E) Submits a written report, describing the alteration, improvement, or disturbance, to the Department of Environmental Protection within sixty (60) calendar days after the end of each alteration, improvement, or disturbance. The owner, lessee or operator shall include in the report the nature of the alteration, improvement, or disturbance, the dates and duration of the alteration, improvement, or disturbance, the name of key individuals and their affiliations conducting the alteration, improvement, or disturbance, a description of the notice the Owner gave to those persons prior to the disturbance, the amounts of soil generated for disposal, if any, the final disposition and any precautions taken to prevent exposure. The owner, lessee, or operator shall submit the report to:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance, and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413

6B. EMERGENCIES. In the event of an emergency which presents, or may present, an unacceptable risk to the public health and safety, or to the environment, any person may temporarily breach any engineering control provided that that person complies with each of the following:

i. Immediately notifies the Department of Environmental Protection of the emergency, by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;

ii. Limits both the actual disturbance and the time needed for the disturbance to the minimum reasonably necessary to adequately respond to the emergency;

iii. Implements all measures necessary to limit actual or potential, present or future risk of exposure to humans or the environment to the contamination;

iv. Notifies the Department of Environmental Protection when the emergency has ended by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;

v. Restores the engineering control to the pre-emergency conditions as soon as possible, and provides a written report to the Department of Environmental Protection of such emergency and restoration efforts within sixty (60) calendar days after completion of the restoration of the engineering control. The report must include all information pertinent to the emergency, potential discharges of contaminants, and restoration measures that were implemented, which, at a minimum, should specify: (a) the nature and likely cause of the emergency, (b) the potential discharges of or exposures to contaminants, if any, that may have occurred, (c) the measures that have been taken to mitigate the effects of the emergency on human health and the environment, (d) the measures completed or implemented to restore the engineering control, and (e) the changes to the engineering control or site operation and maintenance plan to prevent reoccurrence of such conditions in the future. The owner, lessee, or operator shall submit the report to:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance, and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413]

7A. MONITORING AND MAINTENANCE OF DEED NOTICE, AND PROTECTIVENESS CERTIFICATION. The persons in any way responsible, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11a et seq., for the hazardous substances that remain at the Property, the persons responsible for conducting the remediation, the Owner, and the subsequent owners, lessees, and operators, shall monitor and maintain this Deed Notice, and certify to the Department on a biennial basis that the remedial action that includes this Deed Notice remains protective of the public health and safety and of the environment. The subsequent owners, lessees and operators have this obligation only during their ownership, tenancy, or operation. The specific obligations to monitor and maintain the deed notice shall include all of the following:

i. Monitoring and maintaining this Deed Notice according to the requirements in Exhibit C, to ensure that the remedial action that includes the Deed Notice continues to be protective of the public health and safety and of the environment;

ii. Conducting any additional remedial investigations and implement any additional remedial actions, that are necessary to correct, mitigate, or abate each problem related to the protectiveness of the remedial action for the site prior to the date that the certification is due

to the Department pursuant to iii, below, in order to ensure that the remedial action that includes this Deed Notice remains protective of the public health and safety and of the environment.

iii. Certify to the Department of Environmental Protection as to the continued protectiveness of the remedial action that includes this Deed Notice, on a form provided by the Department and consistent with N.J.A.C. 7:26C-1.2 (a)1, every two years on the anniversary of the date stamped on the deed notice that indicates when the deed notice was recorded;

7B. MONITORING AND MAINTENANCE OF ENGINEERING CONTROLS, AND PROTECTIVENESS CERTIFICATION. The persons in any way responsible, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11a et seq., for the hazardous substances that remain at the Property, the person responsible for conducting the remediation, and, the Owner, and the subsequent owners, lessees, and operators, shall maintain all engineering controls at the Property and certify to the Department on a biennial basis that the remedial action of which each engineering control is a part remains protective of the public health and safety and of the environment. The subsequent owners, lessees and operators have this obligation only during their ownership, tenancy, or operation. The specific obligations to monitor and maintain the engineering controls shall include the following:

i. Monitoring and maintaining each engineering control according to the requirements in Exhibit C, to ensure that the remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment;

ii. Conducting any additional remedial investigations and implement any additional remedial actions, that are necessary to correct, mitigate, or abate each problem related to the protectiveness of the remedial action for the Property prior to the date that the certification is due to the Department pursuant to iii, below, in order to ensure that the remedial action that includes the engineering control remains protective of the public health and safety and of the environment.

iii. Certify to the Department of Environmental Protection as to the continued protectiveness of the remedial action that includes the engineering control, on a form provided by the Department and consistent with N.J.A.C. 7:26C-1.2 (a)1, every two years on the anniversary of the date stamped on the deed notice that indicates when the deed notice was recorded.

8. ACCESS. The Owner and the subsequent owners, lessees and operators agree to allow the Department, its agents and representatives access to the Property to inspect and evaluate the continued protectiveness of the remedial action that includes this Deed Notice and to conduct additional remediation to ensure the protection of the public health and safety and of the environment if persons responsible for monitoring the protectiveness of the remedial action, as described in Paragraph 7, above, fail to conduct such remediation pursuant to this Deed Notice as required by law. The Owner, and the subsequent owners and lessees, shall also cause all leases,

subleases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring that all holders thereof provide such access to the Department.

9. NOTICES.

i. The Owner and the subsequent owners and lessees, shall cause all leases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring all holders thereof to take the Property subject to the restrictions contained herein and to comply with all, and not to violate any of the conditions of this Deed Notice. Nothing contained in this Paragraph shall be construed as limiting any obligation of any person to provide any notice required by any law, regulation, or order of any governmental authority.

ii. Owner and all subsequent owners and lessees shall notify any person intending to conduct invasive work or excavate within the Restricted Areas at the Property, including, without limitation, tenants, employees of tenants, and contractors of the nature and location of contamination in the Restricted Areas, and, of the precautions necessary to minimize potential human exposure to contaminants.

iii. The Owner and the subsequent owners shall provide written notice to the Department of Environmental Protection at least thirty (30) calendar days before the effective date of any conveyance, grant, gift, or other transfer, in whole or in part, of the owner's interest in the Restricted Area.

iv. The Owner and the subsequent owners shall provide written notice to the Department within thirty (30) calendar days following the owner's petition for or filing of any document initiating a rezoning of the Property. The Owner and the subsequent owners shall submit the written notice to:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance, and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413.

10. ENFORCEMENT OF VIOLATIONS.

i. This Deed Notice itself is not intended to create any interest in real estate in favor of the Department of Environmental Protection, nor to create a lien against the Property, but merely is intended to provide notice of certain conditions and restrictions on the Property and to reflect the regulatory and statutory obligations imposed as a conditional remedial action for this site.

ii. The restrictions provided herein may be enforceable solely by the Department against any person who violates this Deed Notice. To enforce violations of this Deed Notice, the

Department may initiate one or more enforcement actions pursuant to N.J.S.A. 58:10-23.11u and require additional remediation and assess damages pursuant to N.J.S.A. 58:10-23.11g.

11. SEVERABILITY. If any court of competent jurisdiction determines that any provision of this Deed Notice requires modification, such provision shall be deemed to have been modified automatically to conform to such requirements. If a court of competent jurisdiction determines that any provision of this Deed Notice is invalid or unenforceable and the provision is of such a nature that it cannot be modified, the provision shall be deemed deleted from this instrument as though the provision had never been included herein. In either case, the remaining provisions of this Deed Notice shall remain in full force and effect.

12. SUCCESSORS AND ASSIGNS. This Deed Notice shall be binding upon Owner and upon Owner's successors and assigns, and subsequent owners, lessees and operators while each is an owner, lessee, or operator of the Property.

13. MODIFICATION AND TERMINATION.

i. Any person may request in writing, at any time, that the Department modify this Deed Notice where performance of subsequent remedial actions, a change of conditions at the Property, or the adoption of revised remediation standards suggest that modification of the Deed Notice would be appropriate.

ii. Any person may request in writing, at any time, that the Department terminate this Deed Notice because the conditions which triggered the need for this Deed Notice are no longer applicable.

iii. This Deed Notice may be revised or terminated only upon filing of an instrument, executed by the Department, in the office of the County Clerk of Bergen County, New Jersey, expressly modifying or terminating this Deed Notice.

14A. EXHIBIT A. Exhibit A includes the following maps of the Property and the vicinity:

i. Exhibit A-1: Site Location Map - A map that identifies the location of the Site and important geographical features in the area of the Property;

ii. Exhibit A-2: Metes and Bounds Description - A metes and bounds description of the Property, including reference to tax lot and block numbers for the Property;

iii. Exhibit A-3: Property Map - A scaled map of the Property, scaled at one inch to 200 feet or less, and if more than one map is submitted, the maps shall be presented as overlays, keyed to a base map; and the Property Map shall include diagrams of major surface topographical features such as buildings, roads, and parking lots.

14B. EXHIBIT B. Exhibit B includes the following descriptions of the Restricted Areas:

i. Exhibit B-1: Restricted Area Map - A separate map for each restricted area that includes:

(A) As-built diagrams of each engineering control, including caps, fences, slurry walls, ground water monitoring wells, and ground water pumping system;

(B) As-built diagrams of any buildings, roads, parking lots and other structures that function as engineering controls; and

(C) Designation of all soil and sediment sample locations within the restricted areas that exceed any soil or sediment standard that are keyed into one of the summary data tables on the figures described in the following paragraph.

ii. Exhibit B1-1 through B1-8: Restricted Area Summary Data Table Figures - A separate summary table for each sample location that includes:

(A) Sample location designation from Restricted Area map (Exhibit B-1);

(B) Sample depth below ground surface;

(C) Name of each detected contaminant;

(D) The restricted direct contact soil clean up criteria and impact to groundwater soil clean up criteria for each contaminant in the table; and

(E) The remaining concentration of each contaminant at each sample location at each depth or if historic fill, include data from the Department's default concentrations at N.J.A.C. 7:26E-4.6, Table 4-2.

14C. EXHIBIT C. Exhibit C includes narrative descriptions of the institutional controls and engineering controls as follows:

i. Exhibit C-1: Deed Notice as Institutional Control: Exhibit C-1 includes a narrative description of the restriction and obligations of this Deed Notice that are in addition to those describe above, as follows:

(A) General Description of this Deed Notice:

(1) Description and estimated size of the Restricted Areas as described above;

(2) Description of the restrictions on the Property by operation of this Deed Notice; and

(3) The objective of the restrictions.

(B) Description of the monitoring necessary to determine whether:

(1) Any disturbances of the soil in the Restricted Areas did not result in the unacceptable exposure to the soil contamination;

(2) There have been any land use changes subsequent to the filing of this Deed Notice or the most recent biennial certification, whichever is more recent;

(3) The current land use on the Property is consistent with the restrictions in this Deed Notice;

(4) Any newly promulgated or modified requirements of applicable regulations or laws apply to the site; and

(5) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) Land use at the Property is consistent with the restrictions in this Deed Notice; and

(3) The remedial action that includes this Deed Notice continues to be protective of the public health and safety and of the environment.

ii. Exhibit C-2: Asphalt Capped Areas: Exhibit C-2 includes a narrative description of asphalt capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

iii. Exhibit C-3: Concrete Capped Areas: Exhibit C-3 includes a narrative description of concrete capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

iv. Exhibit C-4: Paver Capped Areas: Exhibit C-2 includes a narrative description of paver capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

v. Exhibit C-5: Building Capped Areas: Exhibit C-5 includes a narrative description of building capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

vi. Exhibit C-6: Landscaped Capped Areas: Exhibit C-6 includes a narrative description of landscaped capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

15. SIGNATURES. IN WITNESS WHEREOF, Owner has executed this Deed Notice as of the date first written above.

STATE OF New York)
) SS.
COUNTY OF Westchester)

I, the undersigned, a Notary Public, do hereby certify that JOSEPH COTTER, personally known to me or proved to me on the basis of satisfactory evidence to be the President of Edgewater Lofts LLC, a Delaware limited liability company (the "Company"), whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that as such President he signed and delivered the said document on behalf of said Company, pursuant to authority given by the members of said Company, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 9 day of October, 2012.



Notary Public
Type or Print Name:
My commission expires

DANIEL SCHUYLER
Notary Public, State of New York
No. 019C5084025
Qualified in Orange County
Commission Expires Aug. 25, 2013

EXHIBIT A

Site Description

Site Vicinity

The property is designated as Proposed Lot 1.13 on Blocks 98, 99, and 100 in the Borough of Edgewater, Bergen County, New Jersey (hereinafter "Site"). A site vicinity map locating the Property is attached as Exhibit A-1. The vicinity around the Site is developed primarily with commercial and residential properties.

Property Description

The Site has the address 45 River Road, Edgewater, New Jersey. A metes and bounds plan of the property is provided as Exhibit A-2.

The Site consists of all that certain tract, parcel and lot of land lying and being situated in the Borough of Edgewater, County of Bergen, State of New Jersey, being more particularly described as follows:

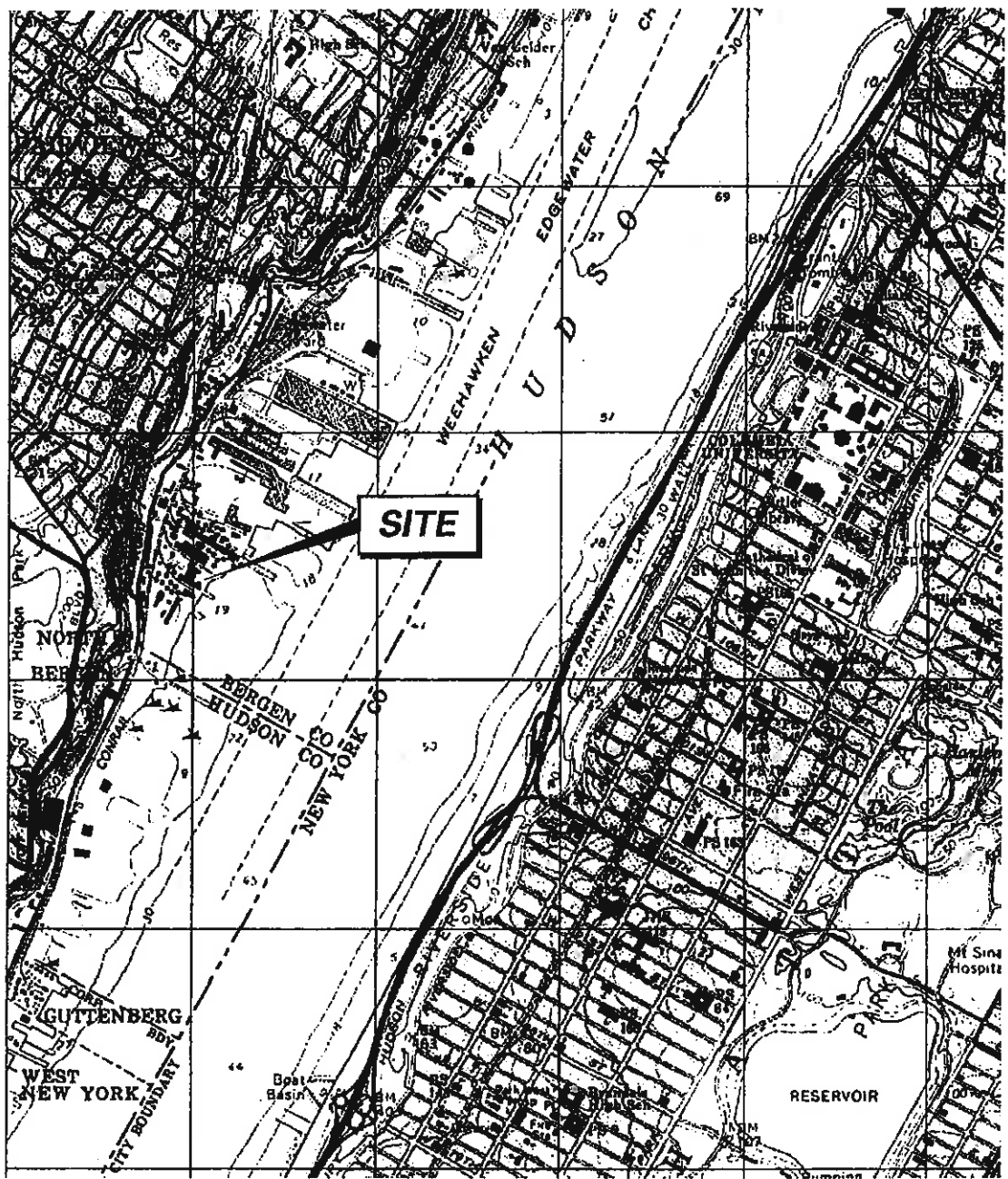
BEGINNING at the intersection formed by the easterly side of River Road with the southern border of Lot 1.09

1. South 59 degrees 59 minutes 03 seconds East a distance of 171.56 feet to a point thence
2. South 30 degrees 00 minutes 57 seconds West a distance of 58.17 feet to a point, thence
3. North 59 degrees 59 minutes 03 seconds West a distance of 220.47 feet to a point, thence
4. Along a curve to the left having a radius of 50.00 feet, an arc length of 27.74 feet, and whose chord bears South 14 degrees 07 minutes 18 seconds West a chord distance of 27.39 feet to a point of tangency, thence
5. Along a curve to the right having a radius of 50.00 feet, an arc length of 27.74 feet, and whose chord bears South 14 degrees 07 minutes 18 seconds West a chord distance of 27.39 feet to a point of tangency, thence
6. South 30 degrees 00 minutes 57 seconds West a distance of 265.48 feet to a point, thence
7. Along a curve to the right having a radius of 145.00 feet, an arc length of 104.15 feet, and whose chord bears South 50 degrees 35 minutes 37 seconds West a chord distance of 101.93 feet to a point of tangency, thence

8. South 71 degrees 10 minutes 17 seconds West a distance of 42.46 feet to a point, thence
9. Along the curve to the right having a radius of 200.00 feet, an arc length of 99.91 feet, and whose chord bears South 85 degrees 28 minutes 57 seconds West a chord distance of 98.87 feet to a point of tangency, thence
10. Along the curve to the right having a radius of 20.00 feet, an arc length of 27.38 feet, and whose chord bears South 40 degrees 59 minutes 39 seconds East a chord distance of 25.29 feet to a point of tangency, thence
11. North 01 degrees 46 minutes 55 seconds West a chord distance of 276.00 feet to a point, thence
12. Along the curve to the right having a radius of 860.00 feet, an arc length of 176.00 feet, and whose chord bears North 04 degrees 04 minutes 52 seconds East a chord distance of 175.70 feet to a point of tangency, thence
13. North 09 degrees 56 minutes 38 seconds East a chord distance of 43.59 feet to the place of BEGINNING;


Containing a calculated area of 157,193.59 square feet or 3.609 acres.

© 2011 - GZA GeoEnvironmental, Inc. G:\w\16161318\8\CONTRACT DEED NOTICE - RM-2\exhibit A-1.dwg [A-1] August 17, 2012 - 1:05pm miguel.torres



ACKNOWLEDGEMENT:
 FIGURE BASED ON U.S. GEOLOGICAL SURVEY, CENTAL PARK
 QUADRANGLE (7.5 MINUTE SERIES TOPOGRAPHIC MAP),
 DATED 1966, PHOTOREVISED 1979

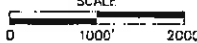


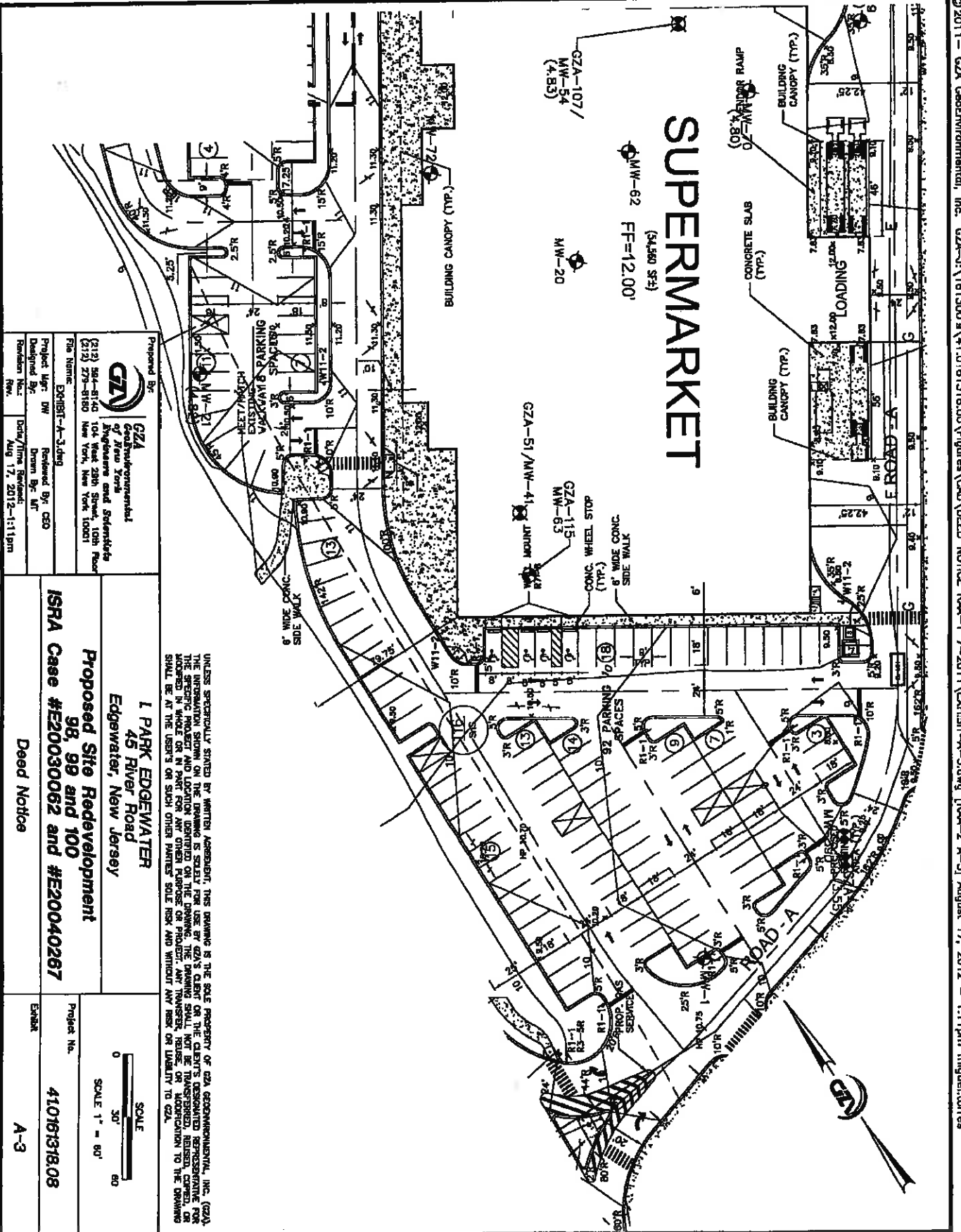
Prepared By:  GZA GeoEnvironmental of New York Engineers and Scientists (212) 594-8140 104 West 29th Street, 10th Floor (212) 779-8180 New York, New York 10001
File Name: exhibit A-1.dwg
Project Mgr: DW Reviewed By: CEO Designed By: DW Drawn By: MI
Revision No.: Rev Date/Time Rev/sof: Aug 17, 2012--1:09pm

I. PARK EDGEWATER
 45 River Road
 Edgewater, New Jersey

Site Location Plan
 Blocks 98, 99 and 100
ISRA Case #E20030062 and #E20040267

Deed Notice

SCALE  0 1000' 2000'
Project No. 41.0161318.08
Exhibit A-1



SUPERMARKET

(34,560 SF±)
 MW-62 FF=12.00'

GZA-107/
 MW-54
 (4.93)

MW-20

GZA-51/MW-41
 MW-115
 MW-63

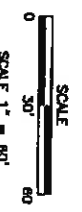
MW-118
 MW-121
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1 PARK EDGEWATER
45 River Road
Edgewater, New Jersey

Proposed Site Redevelopment
98, 99 and 100
ISRA Case #E20030062 and #E20040267

Deed Notice



Project No. **410161318.08**

EXHIBIT

<p>GZA GeoEnvironmental of New York Hydrogeology and Geotechnical (212) 264-5140 104 West 29th Street, 10th Floor (212) 278-5150 New York, New York 10001</p>	<p>Prepared By: [Name] Designated By: [Name] Checked By: [Name] Drawn By: [Name] Date/Time: [Date/Time] Plot Date: [Date/Time]</p>
---	---

EXHIBIT B

Description of Affected Areas

Current Site Conditions

The Site is approximately 3.6 acre parcel located on Lot 1.13. The Site is located in the southwest section of the Property situated on portions of Blocks 98, 99, and 100. The Property is currently in the process of redevelopment for mixed use residential and commercial purposes. Land use in the vicinity of the Property is a mix of residential, industrial and commercial uses. The ongoing redevelopment of the Hudson River waterfront in Edgewater has shifted the predominant land use from industrial to a mix of residential and commercial.

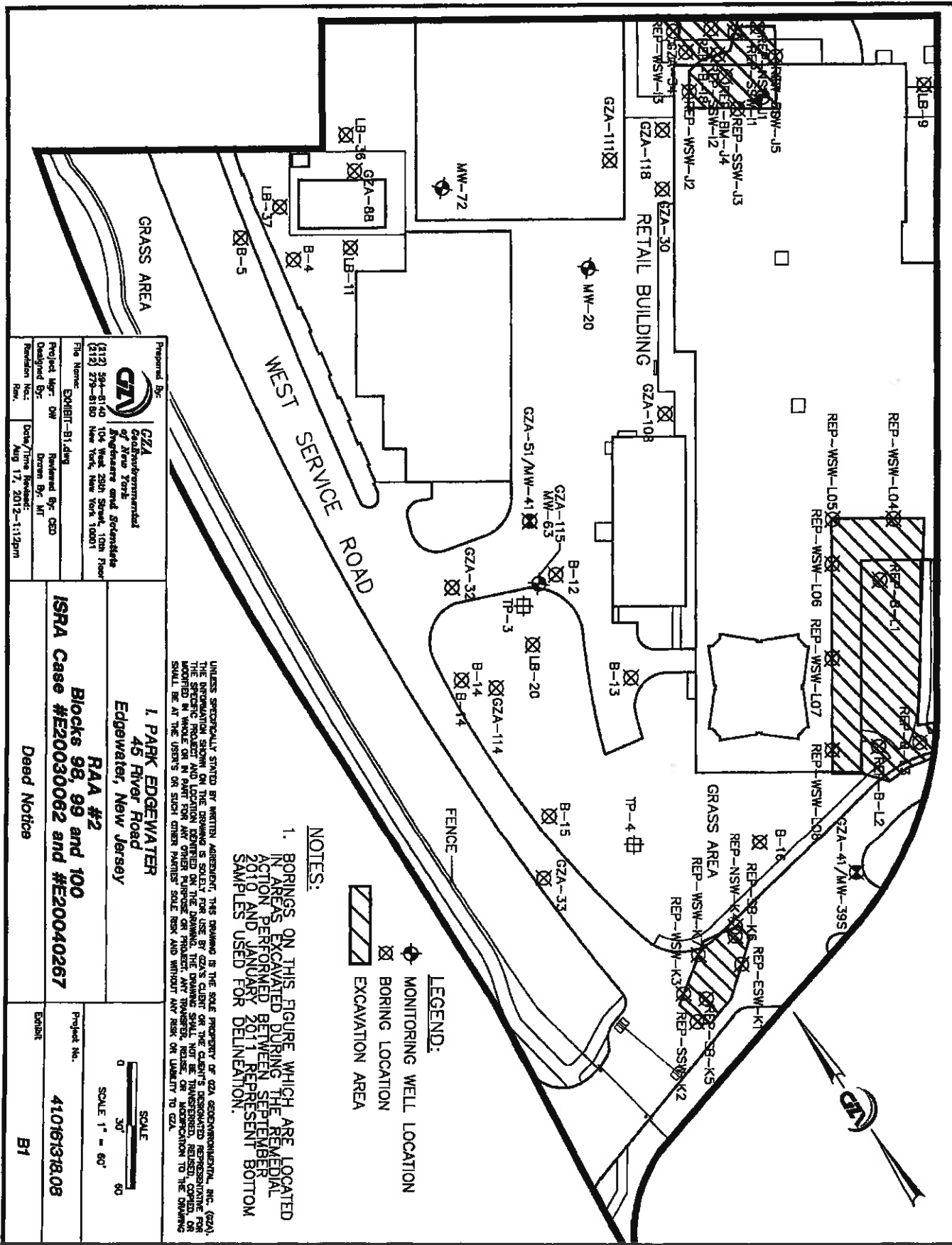
Proposed Site conditions are depicted on **Exhibit A-3**.

Commercial Use Area Descriptions

The Property redevelopment plan calls for utilizing the Property as retail commercial facility. One new structure (Supermarket) will be built partially on-Site as shown on **Exhibit A-3**. The proposed redevelopment plan incorporates engineered controls to eliminate exposure scenarios.

Remaining Contamination

Soil sample locations are shown on **Exhibit B-1**. Exhibits **B1-1** through **B1-8** summarize the analytical results of soil samples and lists detected compounds and exceedances of the New Jersey Department of Environmental Protection's Soil Cleanup Criteria (NJDEP NRSCC or IGWSCC).



LEGEND:

- ⊕ MONITORING WELL LOCATION
- ⊗ BORING LOCATION
- ▨ EXCAVATION AREA

NOTES:

1. BORINGS ON THIS FIGURE WHICH ARE LOCATED IN AREAS EXCAVATED DURING THE REMEDIAL ACTION PERFORMED BETWEEN SEPTEMBER 2010 AND JANUARY 2011 REPRESENT BOTTOM SAMPLES USED FOR DELINEATION.

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1. PARK EDGEWATER
 45 River Road
 Edgewater, New Jersey

RAA #2
 Blocks 98, 99 and 100
 ISRA Case #E20030062 and #E20040267

Dead Notice



<p>GZA Geoenvironmental Inc. 104 West 28th Street, 10th Floor New York, New York 10001 (212) 594-8140 (212) 279-8180</p>	
Prepared By: Project Mgr: OW Designed By: MR Revision:	Reviewed By: CSD Drawn By: MR Date/Time Revised: Aug 17, 2012-1:12pm
File Name: EXHIBIT-B1.dwg	

Project No.	410161318.08
Exhibit	B1

Exhibit C

Institutional and Engineering Controls

The Site has contaminants above the residential direct contact soil cleanup criteria; therefore the entire 3.6-acre parcel will be discussed in this deed notice. Institutional and engineering controls are both in place to prevent contact with the contaminated areas on-Site and to safeguard the health of the public and the environment due to the presence of historic fill material, residual roofing pitch, and soils with arsenic above direct contact soil remediation standards. Institutional controls include the zoning of the site and the recording of this Deed Notice. Engineering controls consist of building foundations, asphalt, concrete and vegetative caps and eliminating the potential for direct contact with contaminants.

The Site is currently being redeveloped for retail commercial purposes with buildings for retail spaces. Prior to the start of constructing the residential retail buildings, areas were excavated to remove pitch impacting groundwater and arsenic in soils over 600 ppm. These areas are shown on **Exhibit B-1**. Areas that were excavated were backfilled with clean fill.

The majority of the Site, with the exception of the footprint of the existing building, will be paved with an asphalt or concrete cap which will be used as parking lots and sidewalks as part of development. Various areas will also be capped with landscaping. These caps function as a barrier to keep the contaminated soil from spreading and resurfacing due to site activities or soil erosion.

All current and subsequent owners, operators, and lessees will be advised of the conditions on this Site and will be provided copies of the Deed Notice. Until the areas of contamination are remediated to the New Jersey unrestricted use standards, the institutional and engineering controls and restrictions shall remain in place.

Exhibit C-1: Deed Notice and Institutional Controls

Institutional controls are in place to limit potential exposure to the soils in the restricted area. The Site is currently zoned for commercial purposes. Placement of this Deed Notice constitutes an institutional control, as described below.

This Deed Notice acts as an institutional control by placing use restrictions at the Site. First, the restricted areas must not be disturbed in order to prevent human contact with soil. The existing engineering controls shall remain in place and shall be maintained as needed to prevent contact with the contaminated soil. If the restricted area is to be disturbed, necessary and appropriate health and safety measures must be used when working within the restricted areas. At a minimum measures must include notifying the NJDEP and monitoring for dust and volatile organic compounds. A Soil Management Plan will be established prior to any soil intrusive work at the Site. Following any work,

the restricted areas must be completed with engineering controls providing equivalent protection against direct contact as do the existing controls, or remediated to unrestricted use levels.

Exhibit C-2: Engineering Controls – Pavement Capped Areas

The pavement cap covering the roads and parking lot areas of the Site, shall consist of compacted existing subgrade to 95% modified proctor density, 5-inch sub-base dense graded aggregate, 4-inch bituminous stabilized base course, topped with a 2-inches of bituminous concrete surface course.

Exhibit C-3: Engineering Controls – Concrete Capped Areas

The concrete cap covering the sidewalk areas, will consist of compacted existing subgrade, topped with a 4-inches of ¾-inch clean crushed stone and 4-inches class B concrete.

Exhibit C-4: Engineering Controls –Paver Area

The paver cap covering the walkway areas, will consist of compacted subgrade, a stabilization fabric layer, 6-inches of dense graded aggregate, 1-inch of concrete sand and topped with a 2-inch thick concrete precast pavers.

Exhibit C-5: Engineering Controls –Building Capped Area

The buildings will be brought up approximately 3-4 feet from ground surface with clean fill and gravel. The concrete slab will be 8-inches thick and have a gas vapor barrier and ventilation system consisting of 8-inches of crushed stone, a nonwoven drainage geotextile layer and a minimum of 25-mil HDPE and 5-inches of concrete on top of the gas vapor barrier and ventilation system. Schedule 40 PVC embedded in the coarse granular layer will elbow 90 degrees penetrating the concrete slab. At the 90 degree elbow there will be a sealant applied on top of the HDPE.

Exhibit C-6: Engineering Controls – Landscape Capped Areas

Landscaped areas will consist of a 6-inch drainage layer and 18-inches of certified clean fill/top soil to protect the public from direct exposure to contaminants in the soil. The vegetation will consist of evergreen trees such as, White Pine and Serbian Spruce, ornamental trees such as Shadblow Serviceberry and Himalayan Birch, shade trees such as Chanticleer Pear and shrubs such as Skyrocket Juniper, Morning Light Miscanthus, Blue Knoll Caryopteris.

A diagram of the engineering controls is included as **Exhibit C-2 and C-6**.

Monitoring and Inspection

At a minimum, the responsible party will monitor the engineering controls, including the Deed Notice, Fenced Areas and Capped Areas, (in the spring and in the fall) of the entire Site. During the site inspection, the integrity of the caps over the restricted use areas will be evaluated. Impermeable capped areas including the building foundation, sidewalks and asphalt will be examined for cracking, damage, loss and wear. Vegetative capped areas will be routinely evaluated for erosion and stressed vegetation. The responsible party will maintain a regular schedule for mowing and maintaining vegetative growth and reseeding/replanting on an as needed basis.

The results of each inspection and any maintenance of or disturbances to the engineering controls shall be documented either in a logbook retained on-Site and shall include dates of the inspection, name of the inspector, results of the inspection and condition of the engineering controls. If it is not possible to visually evaluate the integrity/performance of the engineering controls, sampling may be necessary. Documentation shall be maintained on-Site and made available to NJDEP on request.

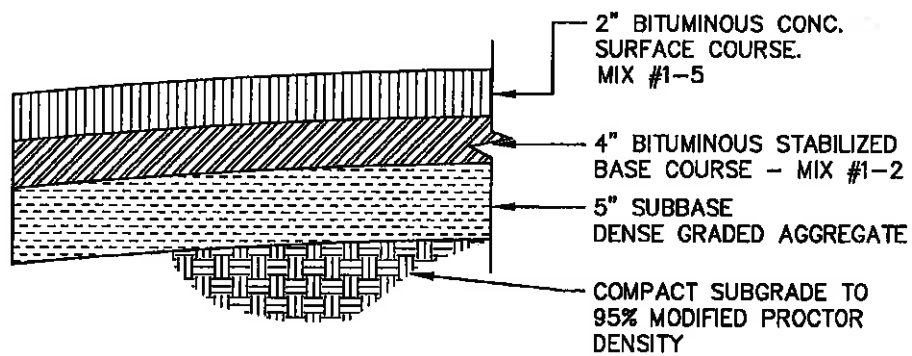
If any new standards, regulations or laws applying to the Site necessitate additional sampling at the Site in order to evaluate the protectiveness of the remedial action a sampling plan will be established with a health and safety plan.

Maintenance

Maintenance will be conducted as necessary to maintain the integrity of the caps and fencing. Following the required inspections, as detailed above, the caps over the restricted use areas will be maintained, and any unacceptable cracks, damage, or missing pavement will be repaired or replaced. Fencing will be repaired, after inspection, as necessary to ensure unauthorized site access.

Reporting


Pursuant to N.J.S.A. 58:10B-13.1, the responsible party shall submit to the NJDEP, a certification of the continued protectiveness of the institutional and engineering controls, on a biennial schedule. The biennial certification shall document the specific monitoring and maintenance activities conducted to maintain the engineering controls; that the current land use at the Property is consistent with the restrictions in the Deed Notice; and that the institutional and engineering controls at the Property continue to be protective of the public health and safety and of the environment.

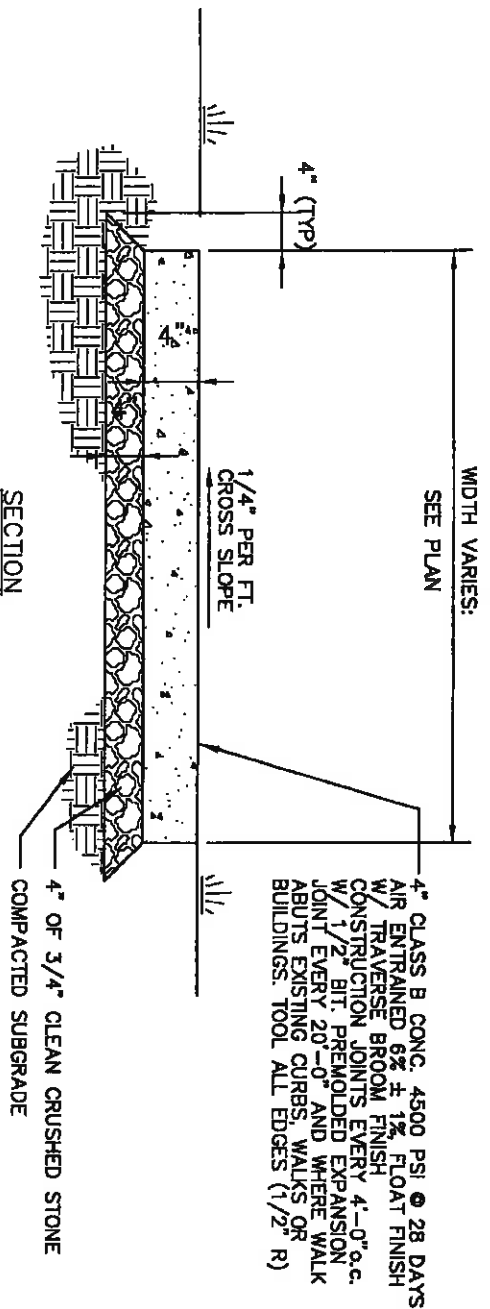


PAVEMENT DETAIL
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Prepared By:  GZA GeoEnvironmental of New York Engineers and Scientists (212) 584-8140 104 West 28th Street, 10th Floor (212) 279-8180 New York, New York 10001	L PARK EDGEWATER 45 River Road Edgewater, New Jersey	NOT TO SCALE
	Pavement Details Blocks 98, 99 and 100 ISRA CASE #E20030062 and #E20040267	Project No. 410161318.08
	Deed Notice	Exhibit C-2
File Name: exhibit C-2.dwg	Project Mgr: DW Reviewed By: CED Designed By: PM Drawn By: MT	
Revision No.: Rev.	Date/Time Revised: Aug 17, 2012-1:20pm	



CONCRETE SIDEWALK

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Prepared By:  GZA GeoEnvironmental of New York Hydrologists and Scientists (212) 584-8140 104 West 29th Street, 10th Floor (212) 278-8180 New York, New York 10001	File Name: exhibit C-3.dwg Project Mgr: DW Designer: JN Designer Rev:	Reviewed By: CDJ Drawn By: JN Date/Time Released: Aug 17, 2012 - 12:14pm
1 PARK EDGEWATER 46 River Road Edgewater, New Jersey	Project No. 41061318.08	NOT TO SCALE
Concrete Sidewalk Details Blocks 98, 99 and 100 ISRA Case #E20030062 and #E20040267	Project No. 41061318.08	NOT TO SCALE
Dead Notice	Exhibit C-3	NOT TO SCALE

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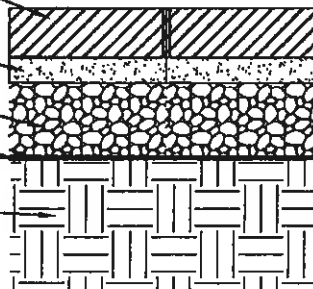
PRECAST CONC. PAVER 2" THICK PER DETAILS
 HAND TIGHT JOINTS, SAND SWEPT

1" CONC. SAND SETTING BED

6" DENSE GRADED AGGREGATE

STABILIZATION FABRIC-
MIRAFI 180N


COMPACTED SUBGRADE TO 95%
MODIFIED PROCTOR DENSITY



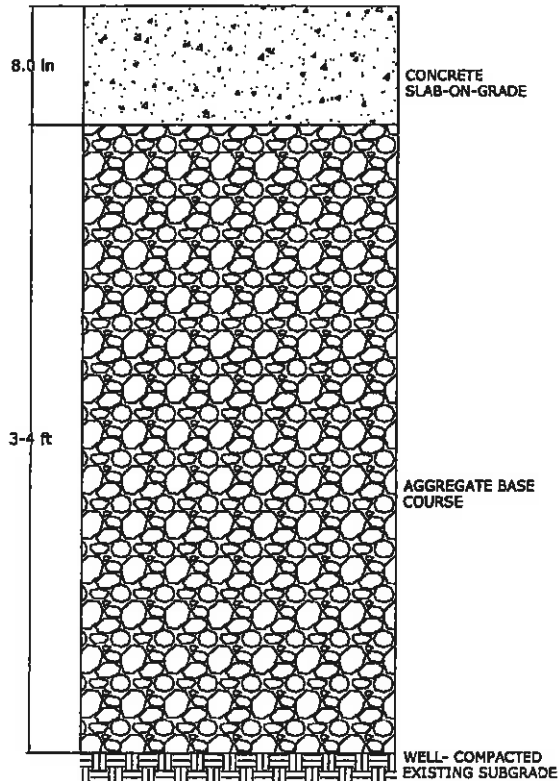
30"x30" PAVER DETAIL

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Prepared By:  GZA GeoEnvironmental of New York Engineers and Scientists (212) 584-8140 104 West 29th Street, 10th Floor (212) 279-8180 New York, New York 10001	I PARK EDGEWATER 45 River Road Edgewater, New Jersey	NOT TO SCALE
	30" X 30" Paver Detail Blocks 98, 99 and 100 ISRA CASE #E20030062 and #E20040267	Project No. 410161318.08
File Name: exhibit C-4.dwg	Project Mgr: DW Reviewed By: CED Designed By: PM Drawn By: MT	Exhibit C-4
Revision No.: Rev.	Date/Time Revised: Aug 17, 2012-1:21pm	

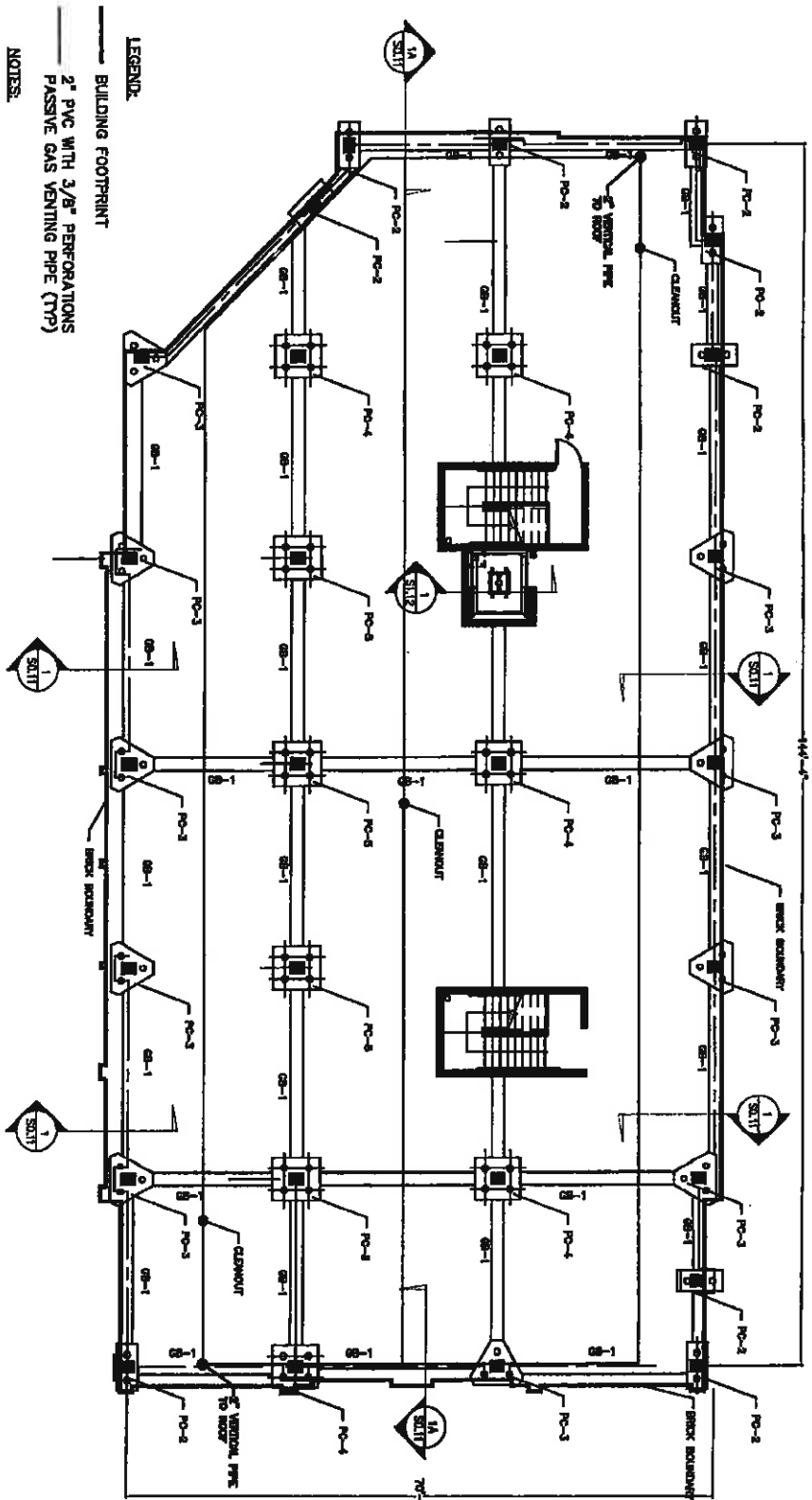
© 2011 - GZA GeoEnvironmental, Inc. GZA-J:\161300's\410161318.00\Figures\CAD\Draft DEED NOTICE - RAA-2\exhibit C-5-1.dwg [C-5-1] August 17, 2012 - 1:22pm miguel.torres



CONCRETE BUILDING CAP SECTION

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<p>Prepared By:</p> <p>GZA GeoEnvironmental of New York Engineers and Scientists</p> <p>(212) 594-8140 104 West 29th Street, 10th Floor (212) 279-8180 New York, New York 10001</p>	<p>L PARK EDGEWATER 45 River Road Edgewater, New Jersey</p> <p>Concrete Building Cap Blocks 98, 99 and 100 ISRA CASE #E20030062 and #E20040267</p>	<p>SCALE: 1" = 1'</p>
<p>File Name: exhibit C-5-1.dwg</p> <p>Project Mgr: DW Reviewed By: CEO Designed By: PM Drawn By: MT</p> <p>Revision No.: Date/Time Revised: Rev. Aug 17, 2012-1:22pm</p>	<p>Deed Notice</p>	<p>Project No. 410161318.08</p> <p>Exhibit C-5-1</p>



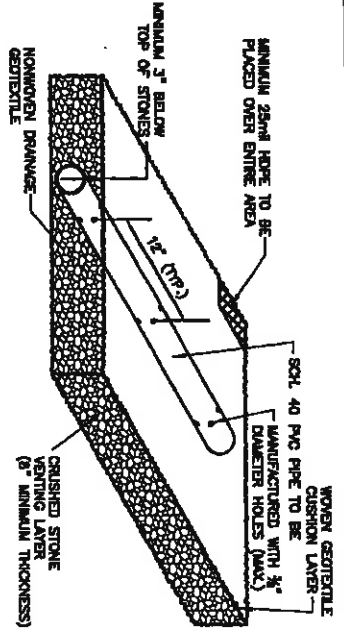
- LEGEND:**
- BUILDING FOOTPRINT
 - 2" PVC WITH 3/8" PERFORATIONS
 - PASSIVE GAS VENTING PIPE (TPP)

- NOTES:**
1. DATUM FOR ALL ELEVATIONS GIVEN BASED ON MAIN BUILDING FLOOR SLAB SHALL BE USGS ELEVATION 8.30' = 0.0'
 2. FOR PILE CAP AND GRADE BEAM DETAILS SEE SH S-0.11

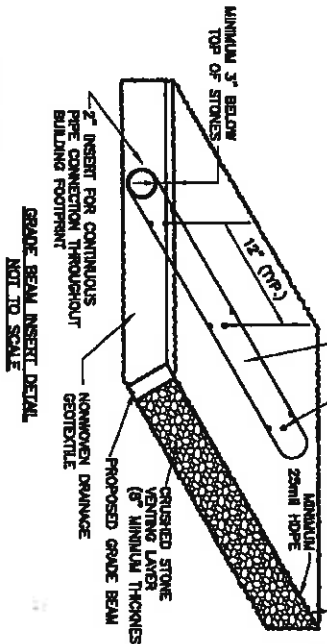
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<p>GZA GeoEnvironmental of New York Engineers and Scientists (212) 564-8100 104 West 29th Street, 10th Floor (212) 278-8180 New York, New York 10001</p>	<p>The Name: EXHIBIT C-5-2-A.dwg Project Mgr: DW Reviewed By: CED Designed By: PA Drawn By: MT Revision No.: Date/Time Revised: Aug 17, 2012 - 1:23pm</p>	<p>1. PARK EDGEWATER 45 River Road Edgewater, New Jersey</p>	<p>Project No. 410161318.08</p>
	<p>Gas Vapor Barrier and Ventilation System ISRA CASE #E20030062 and #E20040267</p>		

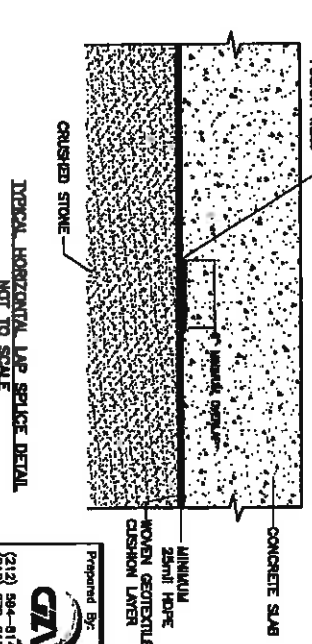




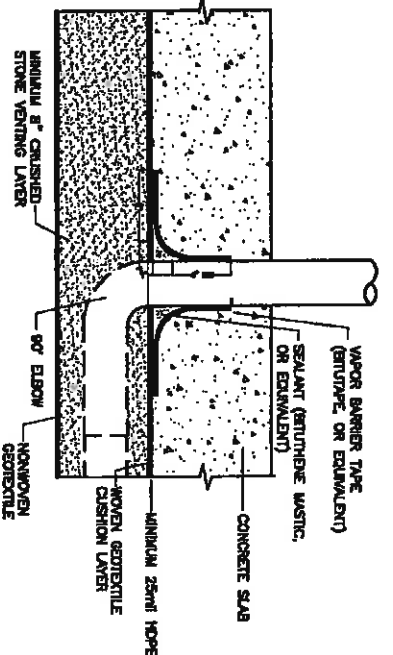
2" PVC PERFORATED VENTING PIPE
NOT TO SCALE



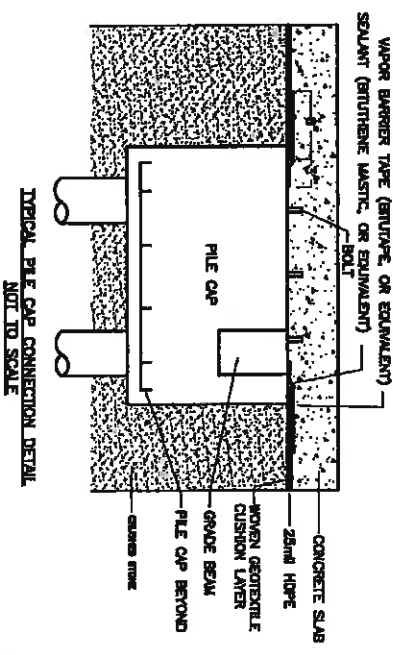
GRADE BEAM INSERT DETAIL
NOT TO SCALE



TYPICAL HORIZONTAL LAP SPLICE DETAIL
NOT TO SCALE



TYPICAL PENETRATION DETAIL
NOT TO SCALE



TYPICAL PILE CAP CONNECTION DETAIL
NOT TO SCALE

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Prepared By: **GZA** Geoscientific
 of New York
 Engineers and Scientists
 (212) 964-8140 104 West 29th Street, 10th Floor
 (212) 278-8180 New York, New York 10001

EXHIBIT C-5-2-B.dwg
 Project App: MW
 Designed By: PL
 Drawn By: KLT
 Date/Time Stamped: Aug 17, 2012 - 1:24pm
 Revision No.:

1 PARK EDGEWATER
 45 River Road
 Edgewater, New Jersey

Gas Vapor Barrier and Ventilation System
 98, 99 and 100
 ISRA CASE #E20030062 and #E20040267

Deed Notice

Project No. **410161318.08**
 Figure No. **C-5-2B**

SCALE
 0 10' 20'
 SCALE 1" = 20'

- Notes:**
- The Gas Vapor Barrier System including members, cushion/protection layer, bonding agent, and other auxiliary equipment, labor, and materials not listed in parenthesis shall be as submitted by the Contractor and approved by the Owner and Engineer.
 - Gas wrap barrier fabric shall consist of both perforated and non-perforated 25mm hole diameter schedule 40 PVC pipe. PVC Ventilation fabric shall be manufactured from a Type 1, Grade 1 Polyvinyl Chloride (PVC) compound with a wall classification of 13454 per ASTM. The pipe shall be manufactured in strict conformance to ASTM D2835 (unless specified), consistently meeting and/or exceeding the quality assurance test requirements of these standards with regard to material, workmanship, pipe pressure, thickness, and extension. All pipe shall be tested in accordance with the product of the National Sanitation Foundation seal of approval for plastic venting pipe. All PVC piping shall be embedded in a venting layer of crushed stone and shall be wrapped in fiber sock. All pipe shall be as manufactured by Harsco Plastics, Inc. or approved equivalent.
 - Installation of the vapor barrier material shall be performed in strict accordance with the material manufacturer's installation recommendations. A gas-tight cushion or protection layer shall be installed over the crushed stone ventilation layer prior to the vapor barrier material installation, unless specifically excluded from the manufacturer's recommendations. Venting/fabric seal shall ensure permanent penetration compatible with the vapor barrier and in accordance with the material manufacturer.

NOTE:

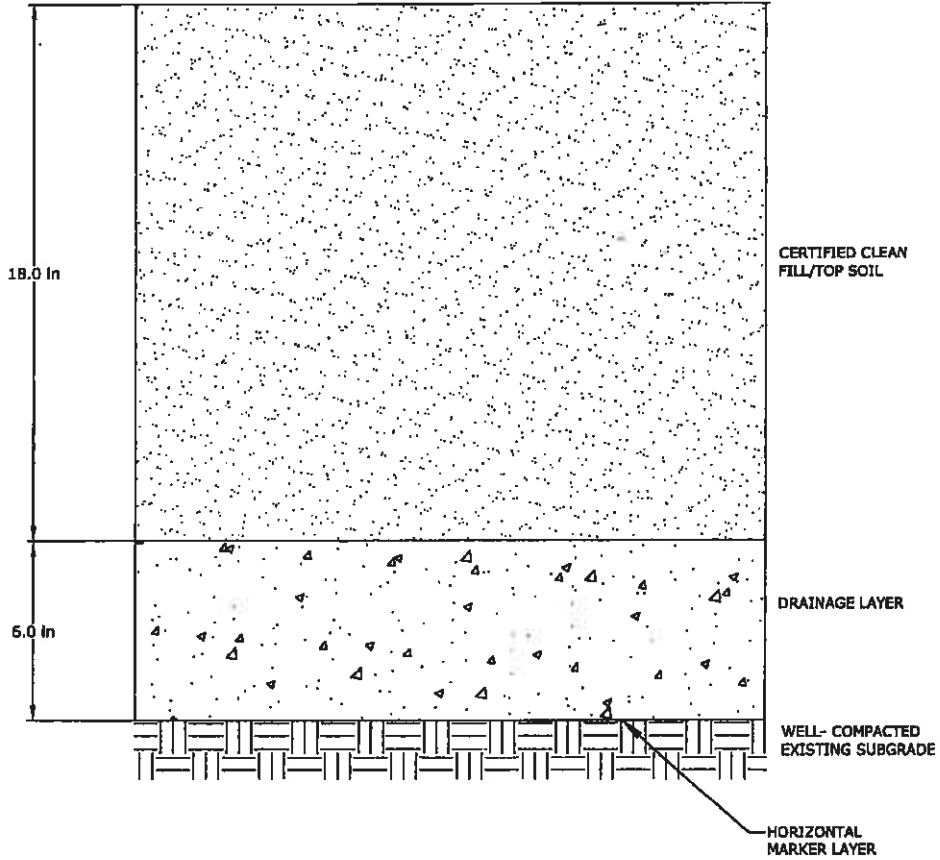
PLAN VIEW (AND SECTION) BASED ON DRAWING S-1 TOWNQUANTUM PLAN BY JAMES E. BRADNER ARCHITECT, DATED 8/28/07.

Stone Size	Percent Filling by Weight
2"	100
1 1/2"	90-100
1"	58-70
1/2"	0-15
1/4"	0-5

Material shall be uniform in quality and free of rock, lumps, debris, dirt, pebbles, bark, and any other materials. Material shall not contain salts or foreign materials of any kind.

- This drawing to be used in conjunction with architectural, structural, and mechanical drawings.
- If the contractor elects to utilize field joint application by Gazo or Fire-Tite application by Gzoze on substitution to the above, a cross section detailing the new proposed system must be submitted to the engineer for review.

© 2011 - GZA GeoEnvironmental, Inc. GZA-J:\161300's\41.0161318.00\Figures\CAD\DRAWING\DEED NOTICE -- RAA--2\exhibit C-6.dwg [C-6] August 17, 2012 - 1:25pm miguel.torres



TYPICAL SOIL CAP SECTION

UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEONMIRONMENTAL, INC. (GZA). THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSFERRED, REUSED, COPIED, OR MODIFIED IN WHOLE OR IN PART FOR ANY OTHER PURPOSE OR PROJECT. ANY TRANSFER, REUSE, OR MODIFICATION TO THE DRAWING SHALL BE AT THE USER'S OR SUCH OTHER PARTIES' SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA.

Prepared By:  GZA <i>GeoEnvironmental of New York</i> <i>Engineers and Scientists</i> (212) 594-8140 104 West 29th Street, 10th Floor (212) 279-8180 New York, New York 10001	
File Name: exhibit C-6.dwg	
Project Mgr: DW	Reviewed By: CEO
Designed By: PM	Drawn By: MF
Revision No.: Rev.	Date/Time Revised: Aug 17, 2012-1:25pm

L PARK EDGEWATER 45 River Road Edgewater, New Jersey	
Typical Soil Cap Blocks 98, 99 and 100 ISRA Case #E20030062 and #E20040267	
Deed Notice	

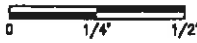
 SCALE: 2" = 1'	
Project No.	410161318.08
Exhibit	C-6

Exhibit D

As-Built Conditions Engineering Controls

The entire Site contains contaminants above the non-residential direct-contact soil cleanup criteria. Soft pitch was excavated from areas around the former groundwater monitoring wells MW-1 and MW-70 and around the boring GZA-156. PCB impacted soils above 10 ppm were excavated from areas around LB-10 and GZA-34/MW-54. Areas that were excavated were filled with 1/4-inch gravel. Impermeable caps and a vegetative cap will completely cover the Site.

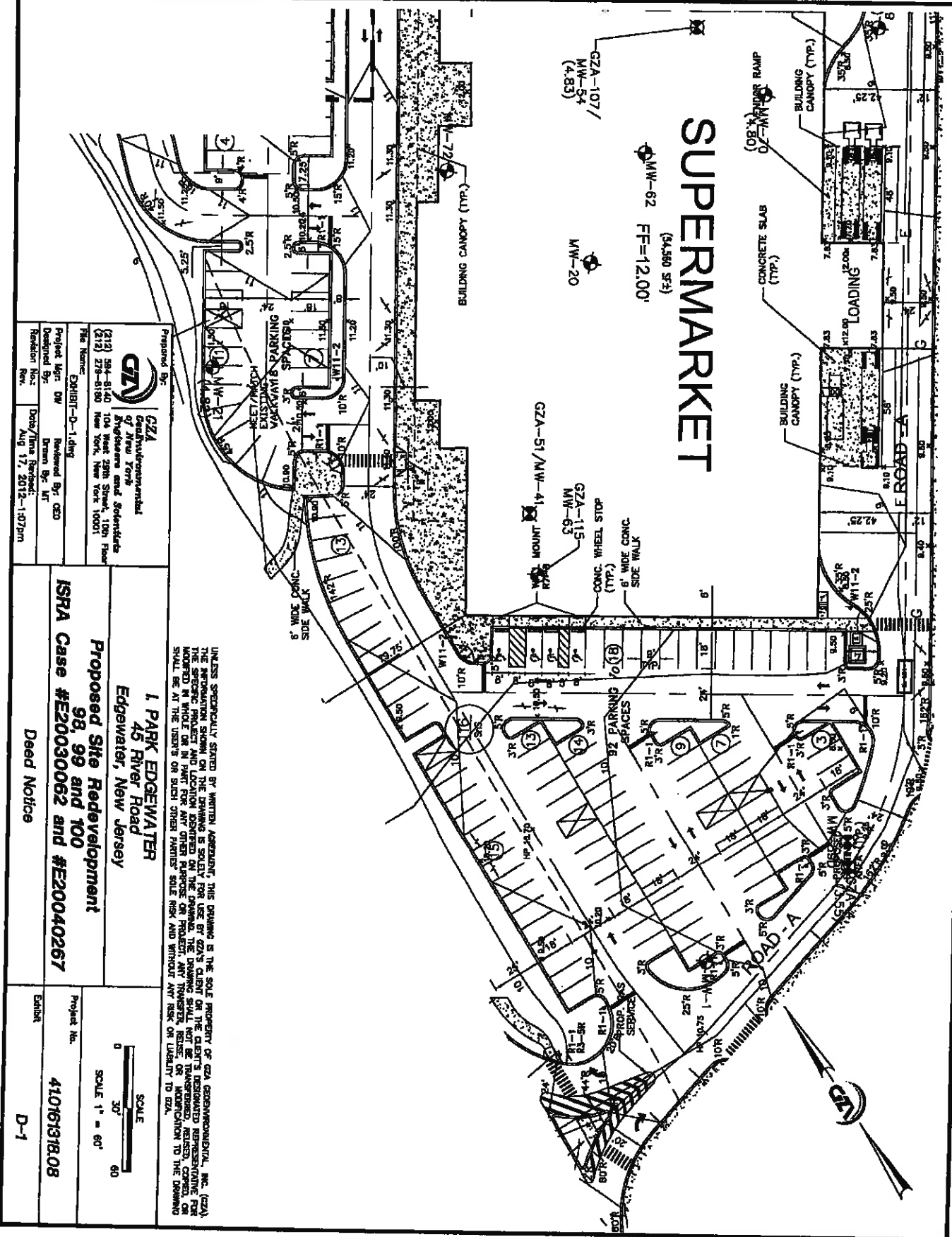
Capped Areas

The entire Site will be covered with pavement, concrete sidewalks, pavers, landscaping and/or the Supermarket building, as shown on **Exhibit D-1**.

The building will be brought up approximately 3-4 feet from ground surface with clean fill and gravel. The concrete slab will be 8-inches thick and have a gas vapor barrier and ventilation system consisting of 8-inches of crushed stone, a nonwoven drainage geotextile layer and a minimum of 25-mil HDPE and 5-inches of concrete on top of the gas vapor barrier and ventilation system. Schedule 40 PVC embedded in the coarse granular layer will elbow 90 degrees penetrating the concrete slab. At the 90 degree elbow there will be a sealant applied on top of the HDPE.

The pavement cap covering the roads and parking lot areas of the Site, shall consist of compacted existing subgrade to 95% modified proctor density, 5-inch sub-base dense graded aggregate, 4-inch bituminous stabilized base course, topped with a 2-inches of bituminous concrete surface course. The concrete cap covering the sidewalk areas, will consist of compacted existing subgrade, topped with a 4-inches of 3/4-inch clean crushed stone and 4-inches class B concrete. The paver cap covering the walkway areas, will consist of compacted subgrade, a stabilization fabric layer, 6-inches of dense graded aggregate, 1-inch of concrete sand and topped with a 2-inch thick concrete precast pavers.

Landscaped areas will consist of a 6-inch drainage layer and 18-inches of certified clean fill/top soil to protect the public from direct exposure to contaminants in the soil. The vegetation will consist of evergreen trees such as, White Pine and Serbian Spruce, ornamental trees such as Shadblow Serviceberry and Himalayan Birch, shade trees such as Chanticleer Pear and shrubs such as Skyrocket Juniper, Morning Light Miscanthus, Blue Knoll Caryopteris.



SUPERMARKET

(94,580 SF±)
FF=12.00'

Prepared By: GZA Geoenvironmental
 9 New York
 212 994-8140
 212 373-8190
 1000 2nd Street, 10th Floor
 New York, New York 10001

File Name: EXHIBIT-D-1.dwg
 Project Mgr: DW
 Designer: BT
 Reviewer: BT
 Date/Time Revised: Aug 17, 2012 - 1:07pm

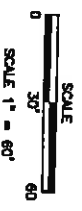
1. PARK EDGEWATER
 45 River Road
 Edgewater, New Jersey

Proposed Site Redevelopment
 98, 99 and 100
 ISRA Case #E200300662 and #E20040267

Deed Notice

Project No. 410161318.08
 Exhibit D-1

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2
44-473

12-114231.03 Deed
V Bk: 01211 Pg: 2010-2053 Rec. Fee \$473.00
John S. Hogan, Bergen County Clerk
Recorded 12/06/2012 11:33:34 AM

**DEED NOTICE
REMEDIAL ACTION AREA #2
45 RIVER ROAD
EDGEWATER, NEW JERSEY
ISRA CASE #E20030062 and
#E20040267**

PREPARED FOR:

New Jersey Department of Environmental Protection
Bureau of Industrial Site Remediation
401 East State Street
P.O. Box 432
Trenton, New Jersey 08625

PREPARED On behalf of and by:

i.park Edgewater, LLC
Edgewater Lofts LLC
485 West Putnam Avenue
Greenwich, Connecticut 06830

By: _____
Printed Name: Joseph Cottor, President

August 2012
File No. 41.0161318.08

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Record & Return
Machin Title Agency LLC
1125 Ocean Avenue
Lakewood, NJ 08701

080135

Deed Notice

IN ACCORDANCE WITH N.J.S.A. 58:10B-13, THIS DOCUMENT IS TO BE RECORDED IN THE SAME MANNER AS ARE DEEDS AND OTHER INTERESTS IN REAL PROPERTY.

Prepared by: _____
[Signature]



Joseph Cotter, President
[Print name below signature]

Recorded by:

[Signature, Officer of County Recording Office]

[Print name below signature]

DEED NOTICE

This Deed Notice is made as of the 2nd day of October, 2012, by *i.Park Edgewater, LLC* and *Edgewater Lofts LLC* (together with his/her/its/their successors and assigns, collectively "Owner").

1. THE PROPERTY. *i.Park Edgewater, LLC* and *Edgewater Lofts LLC* are the owners in fee simple of certain real property designated as Blocks 98, 99 and 100 and Lot 1.3 on the tax map of the Borough of Edgewater, Bergen County; the New Jersey Department of Environmental Protection Program Interest Number (Preferred ID) for the site 015891; and the property is more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "Property").

2. DEPARTMENT'S ASSIGNED BUREAU. The Bureau of Industrial Site Remediation was the New Jersey Department of Environmental Protection program that was responsible for the oversight of the remediation of the Property. The matter was Case No. #E20030062 and E20040267.

3. SOIL CONTAMINATION. *i.Park Edgewater, LLC* has remediated contaminated soil at the Property, and the New Jersey Department of Environmental Protection approved a remedial action on the 9 day of July 2012, such that soil contamination remains in certain areas of the Property which contains contaminants in concentrations that do not allow for the unrestricted use of the Property; this soil contamination is described, including the type, concentration and specific location of such contaminants, in Exhibit B, which is attached hereto and made a part

hereof. As a result, there is a statutory requirement for this Deed Notice and engineering controls in accordance with N.J.S.A. 58:10B-13.

4. **CONSIDERATION.** In accordance with the New Jersey Department of Environmental Protection's approval of the remedial action work plan for the remediation of the site which included the Property, and in consideration of the terms and conditions of that approval, and other good and valuable consideration, Owner has agreed to subject the Property to certain statutory and regulatory requirements which impose restrictions upon the use of the Property, to restrict certain uses of the Property, and to provide notice to subsequent owners, lessees and operators of the restrictions and the monitoring, maintenance, and biennial certification requirements outlined in this Deed Notice and required by law, as set forth herein.

5A. **RESTRICTED AREAS.** Due to the presence of these contaminants, the Owner has agreed, as part of the remedial action for the Property, to restrict the use of certain parts of the Property (the "Restricted Areas"); a narrative description of these restrictions, along with the associated monitoring and maintenance activities and the biennial certification requirements are provided in Exhibit C, which is attached hereto and made a part hereof. The Owner has also agreed to maintain a list of these restrictions on site for inspection by governmental enforcement officials.

5B. **ENGINEERING CONTROLS.** Due to the presence and concentration of these contaminants, the Owner has also agreed, as part of the remedial action for the Property, to the placement of certain engineering controls on the Property; a narrative description of these engineering controls, along with the associated monitoring and maintenance activities and the biennial certification requirements are provided in Exhibit C.]

6A. **ALTERATIONS, IMPROVEMENTS, AND DISTURBANCES.**

i. Except as provided in Paragraph 6B, below, no person shall make, or allow to be made, any alteration, improvement, or disturbance in, to, or about the Property which disturbs any engineering control at the Property without first obtaining the express written consent of the Department of Environmental Protection. Nothing herein shall constitute a waiver of the obligation of any person to comply with all applicable laws and regulations including, without limitation, the applicable rules of the Occupational Safety and Health Administration. To request the consent of the Department of Environmental Protection, contact:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance, and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413

ii. Notwithstanding subparagraph 6A.i., above, the Department of Environmental Protection's express written consent is not required for any alteration, improvement, or disturbance provided that the owner, lessee or operator:

(A) Notifies the Department of Environmental Protection of the activity by calling the DEP Hotline, at 1-877-WARN-DEP or 1-877-927-6337, within twenty-four (24) hours after the beginning of each alteration, improvement, or disturbance;

(B) Restores any disturbance of an engineering control to pre-disturbance conditions within sixty (60) calendar days after the initiation of the alteration, improvement or disturbance;

(C) Ensures that all applicable worker health and safety laws and regulations are followed during the alteration, improvement, or disturbance, and during the restoration;

(D) Ensures that exposure to contamination in excess of the applicable remediation standards does not occur;

(E) Submits a written report, describing the alteration, improvement, or disturbance, to the Department of Environmental Protection within sixty (60) calendar days after the end of each alteration, improvement, or disturbance. The owner, lessee or operator shall include in the report the nature of the alteration, improvement, or disturbance, the dates and duration of the alteration, improvement, or disturbance, the name of key individuals and their affiliations conducting the alteration, improvement, or disturbance, a description of the notice the Owner gave to those persons prior to the disturbance, the amounts of soil generated for disposal, if any, the final disposition and any precautions taken to prevent exposure. The owner, lessee, or operator shall submit the report to:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance, and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413

6B. EMERGENCIES. In the event of an emergency which presents, or may present, an unacceptable risk to the public health and safety, or to the environment, any person may temporarily breach any engineering control provided that that person complies with each of the following:

i. Immediately notifies the Department of Environmental Protection of the emergency, by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;

ii. Limits both the actual disturbance and the time needed for the disturbance to the minimum reasonably necessary to adequately respond to the emergency;

iii. Implements all measures necessary to limit actual or potential, present or future risk of exposure to humans or the environment to the contamination;

iv. Notifies the Department of Environmental Protection when the emergency has ended by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;

v. Restores the engineering control to the pre-emergency conditions as soon as possible, and provides a written report to the Department of Environmental Protection of such emergency and restoration efforts within sixty (60) calendar days after completion of the restoration of the engineering control. The report must include all information pertinent to the emergency, potential discharges of contaminants, and restoration measures that were implemented, which, at a minimum, should specify: (a) the nature and likely cause of the emergency, (b) the potential discharges of or exposures to contaminants, if any, that may have occurred, (c) the measures that have been taken to mitigate the effects of the emergency on human health and the environment, (d) the measures completed or implemented to restore the engineering control, and (e) the changes to the engineering control or site operation and maintenance plan to prevent reoccurrence of such conditions in the future. The owner, lessee, or operator shall submit the report to:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance, and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413]

7A. MONITORING AND MAINTENANCE OF DEED NOTICE, AND PROTECTIVENESS CERTIFICATION. The persons in any way responsible, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11a et seq., for the hazardous substances that remain at the Property, the persons responsible for conducting the remediation, the Owner, and the subsequent owners, lessees, and operators, shall monitor and maintain this Deed Notice, and certify to the Department on a biennial basis that the remedial action that includes this Deed Notice remains protective of the public health and safety and of the environment. The subsequent owners, lessees and operators have this obligation only during their ownership, tenancy, or operation. The specific obligations to monitor and maintain the deed notice shall include all of the following:

i. Monitoring and maintaining this Deed Notice according to the requirements in Exhibit C, to ensure that the remedial action that includes the Deed Notice continues to be protective of the public health and safety and of the environment;

ii. Conducting any additional remedial investigations and implement any additional remedial actions, that are necessary to correct, mitigate, or abate each problem related to the protectiveness of the remedial action for the site prior to the date that the certification is due

to the Department pursuant to iii, below, in order to ensure that the remedial action that includes this Deed Notice remains protective of the public health and safety and of the environment.

iii. Certify to the Department of Environmental Protection as to the continued protectiveness of the remedial action that includes this Deed Notice, on a form provided by the Department and consistent with N.J.A.C. 7:26C-1.2 (a)1, every two years on the anniversary of the date stamped on the deed notice that indicates when the deed notice was recorded:

7B. MONITORING AND MAINTENANCE OF ENGINEERING CONTROLS, AND PROTECTIVENESS CERTIFICATION. The persons in any way responsible, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11a et seq., for the hazardous substances that remain at the Property, the person responsible for conducting the remediation, and, the Owner, and the subsequent owners, lessees, and operators, shall maintain all engineering controls at the Property and certify to the Department on a biennial basis that the remedial action of which each engineering control is a part remains protective of the public health and safety and of the environment. The subsequent owners, lessees and operators have this obligation only during their ownership, tenancy, or operation. The specific obligations to monitor and maintain the engineering controls shall include the following:

i. Monitoring and maintaining each engineering control according to the requirements in Exhibit C, to ensure that the remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment;

ii. Conducting any additional remedial investigations and implement any additional remedial actions, that are necessary to correct, mitigate, or abate each problem related to the protectiveness of the remedial action for the Property prior to the date that the certification is due to the Department pursuant to iii, below, in order to ensure that the remedial action that includes the engineering control remains protective of the public health and safety and of the environment.

iii. Certify to the Department of Environmental Protection as to the continued protectiveness of the remedial action that includes the engineering control, on a form provided by the Department and consistent with N.J.A.C. 7:26C-1.2 (a)1, every two years on the anniversary of the date stamped on the deed notice that indicates when the deed notice was recorded.

8. ACCESS. The Owner and the subsequent owners, lessees and operators agree to allow the Department, its agents and representatives access to the Property to inspect and evaluate the continued protectiveness of the remedial action that includes this Deed Notice and to conduct additional remediation to ensure the protection of the public health and safety and of the environment if persons responsible for monitoring the protectiveness of the remedial action, as described in Paragraph 7, above, fail to conduct such remediation pursuant to this Deed Notice as required by law. The Owner, and the subsequent owners and lessees, shall also cause all leases,

subleases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring that all holders thereof provide such access to the Department.

9. NOTICES.

i. The Owner and the subsequent owners and lessees, shall cause all leases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring all holders thereof to take the Property subject to the restrictions contained herein and to comply with all, and not to violate any of the conditions of this Deed Notice. Nothing contained in this Paragraph shall be construed as limiting any obligation of any person to provide any notice required by any law, regulation, or order of any governmental authority.

ii. Owner and all subsequent owners and lessces shall notify any person intending to conduct invasive work or excavate within the Restricted Areas at the Property, including, without limitation, tenants, employees of tenants, and contractors of the nature and location of contamination in the Restricted Areas, and, of the precautions necessary to minimize potential human exposure to contaminants.

iii. The Owner and the subsequent owners shall provide written notice to the Department of Environmental Protection at least thirty (30) calendar days before the effective date of any conveyance, grant, gift, or other transfer, in whole or in part, of the owner's interest in the Restricted Area.

iv. The Owner and the subsequent owners shall provide written notice to the Department within thirty (30) calendar days following the owner's petition for or filing of any document initiating a rezoning of the Property. The Owner and the subsequent owners shall submit the written notice to:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance, and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413.

10. ENFORCEMENT OF VIOLATIONS.

i. This Deed Notice itself is not intended to create any interest in real estate in favor of the Department of Environmental Protection, nor to create a lien against the Property, but merely is intended to provide notice of certain conditions and restrictions on the Property and to reflect the regulatory and statutory obligations imposed as a conditional remedial action for this site.

ii. The restrictions provided herein may be enforceable solely by the Department against any person who violates this Deed Notice. To enforce violations of this Deed Notice, the

Department may initiate one or more enforcement actions pursuant to N.J.S.A. 58:10-23.11u and require additional remediation and assess damages pursuant to N.J.S.A. 58:10-23.11g.

11. SEVERABILITY. If any court of competent jurisdiction determines that any provision of this Deed Notice requires modification, such provision shall be deemed to have been modified automatically to conform to such requirements. If a court of competent jurisdiction determines that any provision of this Deed Notice is invalid or unenforceable and the provision is of such a nature that it cannot be modified, the provision shall be deemed deleted from this instrument as though the provision had never been included herein. In either case, the remaining provisions of this Deed Notice shall remain in full force and effect.

12. SUCCESSORS AND ASSIGNS. This Deed Notice shall be binding upon Owner and upon Owner's successors and assigns, and subsequent owners, lessees and operators while each is an owner, lessee, or operator of the Property.

13. MODIFICATION AND TERMINATION.

i. Any person may request in writing, at any time, that the Department modify this Deed Notice where performance of subsequent remedial actions, a change of conditions at the Property, or the adoption of revised remediation standards suggest that modification of the Deed Notice would be appropriate.

ii. Any person may request in writing, at any time, that the Department terminate this Deed Notice because the conditions which triggered the need for this Deed Notice are no longer applicable.

iii. This Deed Notice may be revised or terminated only upon filing of an instrument, executed by the Department, in the office of the County Clerk of Bergen County, New Jersey, expressly modifying or terminating this Deed Notice.

14A. EXHIBIT A. Exhibit A includes the following maps of the Property and the vicinity:

i. Exhibit A-1: Site Location Map - A map that identifies the location of the Site and important geographical features in the area of the Property;

ii. Exhibit A-2: Metes and Bounds Description - A metes and bounds description of the Property, including reference to tax lot and block numbers for the Property;

iii. Exhibit A-3: Property Map - A scaled map of the Property, scaled at one inch to 200 feet or less, and if more than one map is submitted, the maps shall be presented as overlays, keyed to a base map; and the Property Map shall include diagrams of major surface topographical features such as buildings, roads, and parking lots.

14B. EXHIBIT B. Exhibit B includes the following descriptions of the Restricted Areas:

i. Exhibit B-1: Restricted Area Map - A separate map for each restricted area that includes:

(A) As-built diagrams of each engineering control, including caps, fences, slurry walls, ground water monitoring wells, and ground water pumping system;

(B) As-built diagrams of any buildings, roads, parking lots and other structures that function as engineering controls; and

(C) Designation of all soil and sediment sample locations within the restricted areas that exceed any soil or sediment standard that are keyed into one of the summary data tables on the figures described in the following paragraph.

ii. Exhibit B1-1 through B1-8: Restricted Area Summary Data Table Figures - A separate summary table for each sample location that includes:

(A) Sample location designation from Restricted Area map (Exhibit B-1);

(B) Sample depth below ground surface;

(C) Name of each detected contaminant;

(D) The restricted direct contact soil clean up criteria and impact to groundwater soil clean up criteria for each contaminant in the table; and

(E) The remaining concentration of each contaminant at each sample location at each depth or if historic fill, include data from the Department's default concentrations at N.J.A.C. 7:26E-4.6, Table 4-2.

14C. EXHIBIT C. Exhibit C includes narrative descriptions of the institutional controls and engineering controls as follows:

i. Exhibit C-1: Deed Notice as Institutional Control: Exhibit C-1 includes a narrative description of the restriction and obligations of this Deed Notice that are in addition to those describe above, as follows:

(A) General Description of this Deed Notice:

(1) Description and estimated size of the Restricted Areas as described above;

(2) Description of the restrictions on the Property by operation of this Deed Notice; and

(3) The objective of the restrictions.

(B) Description of the monitoring necessary to determine whether:

(1) Any disturbances of the soil in the Restricted Areas did not result in the unacceptable exposure to the soil contamination;

(2) There have been any land use changes subsequent to the filing of this Deed Notice or the most recent biennial certification, whichever is more recent;

(3) The current land use on the Property is consistent with the restrictions in this Deed Notice;

(4) Any newly promulgated or modified requirements of applicable regulations or laws apply to the site; and

(5) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) Land use at the Property is consistent with the restrictions in this Deed Notice; and

(3) The remedial action that includes this Deed Notice continues to be protective of the public health and safety and of the environment.

ii. Exhibit C-2: Asphalt Capped Areas: Exhibit C-2 includes a narrative description of asphalt capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

iii. Exhibit C-3: Concrete Capped Areas: Exhibit C-3 includes a narrative description of concrete capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

iv. Exhibit C-4: Paver Capped Areas: Exhibit C-2 includes a narrative description of paver capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

v. Exhibit C-5: Building Capped Areas: Exhibit C-5 includes a narrative description of building capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

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(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

vi. Exhibit C-6: Landscaped Capped Areas: Exhibit C-6 includes a narrative description of landscaped capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

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(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

15. SIGNATURES. IN WITNESS WHEREOF, Owner has executed this Deed Notice as of the date first written above.

ATTEST: _____

[Handwritten Signature]

[Handwritten Signature]

I.PARK EDGEWATER, LLC

By [Handwritten Signature]
Name: Joseph Cotter
Title: President

ATTEST:

[Handwritten Signature]

[Handwritten Signature]

EDGEWATER LOFTS LLC

By [Handwritten Signature]
Name: Joseph Cotter
Title: President

STATE OF New York)
COUNTY OF Westchester) SS.

I, the undersigned, a Notary Public, do hereby certify that JOSEPH COTTER, personally known to me or proved to me on the basis of satisfactory evidence to be the President of i.Park Edgewater, LLC, a Delaware limited liability company (the "Company"), whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that as such President he signed and delivered the said document on behalf of said Company, pursuant to authority given by the members of said Company, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

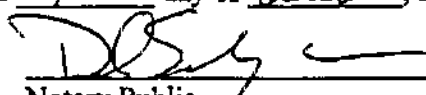
Given under my hand and notarial seal, this 9th day of October, 2012.

[Handwritten Signature]
Notary Public
Type or Print Name:
My commission expires
DANIEL SCHUYLER
Notary Public, State of New York
No. 01SC5084025
Qualified in Orange County
Commission Expires Aug. 25, 2013

STATE OF New York)
) SS.
COUNTY OF Westchester)

I, the undersigned, a Notary Public, do hereby certify that JOSEPH COTTER, personally known to me or proved to me on the basis of satisfactory evidence to be the President of Edgewater Lofts LLC, a Delaware limited liability company (the "Company"), whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that as such President he signed and delivered the said document on behalf of said Company, pursuant to authority given by the members of said Company, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 9th day of October, 2012.



Notary Public
Type or Print Name:
My commission expires

DANIEL SCHUYLER
Notary Public, State of New York
No. 01308084025
Qualified in Orange County
Commission Expires Aug. 25, 2015

EXHIBIT A

Site Description

Site Vicinity

The property is designated as Proposed Lot 1.13 on Blocks 98, 99, and 100 in the Borough of Edgewater, Bergen County, New Jersey (hereinafter "Site"). A site vicinity map locating the Property is attached as Exhibit A-1. The vicinity around the Site is developed primarily with commercial and residential properties.

Property Description

The Site has the address 45 River Road, Edgewater, New Jersey. A metes and bounds plan of the property is provided as Exhibit A-2.

The Site consists of all that certain tract, parcel and lot of land lying and being situated in the Borough of Edgewater, County of Bergen, State of New Jersey, being more particularly described as follows:

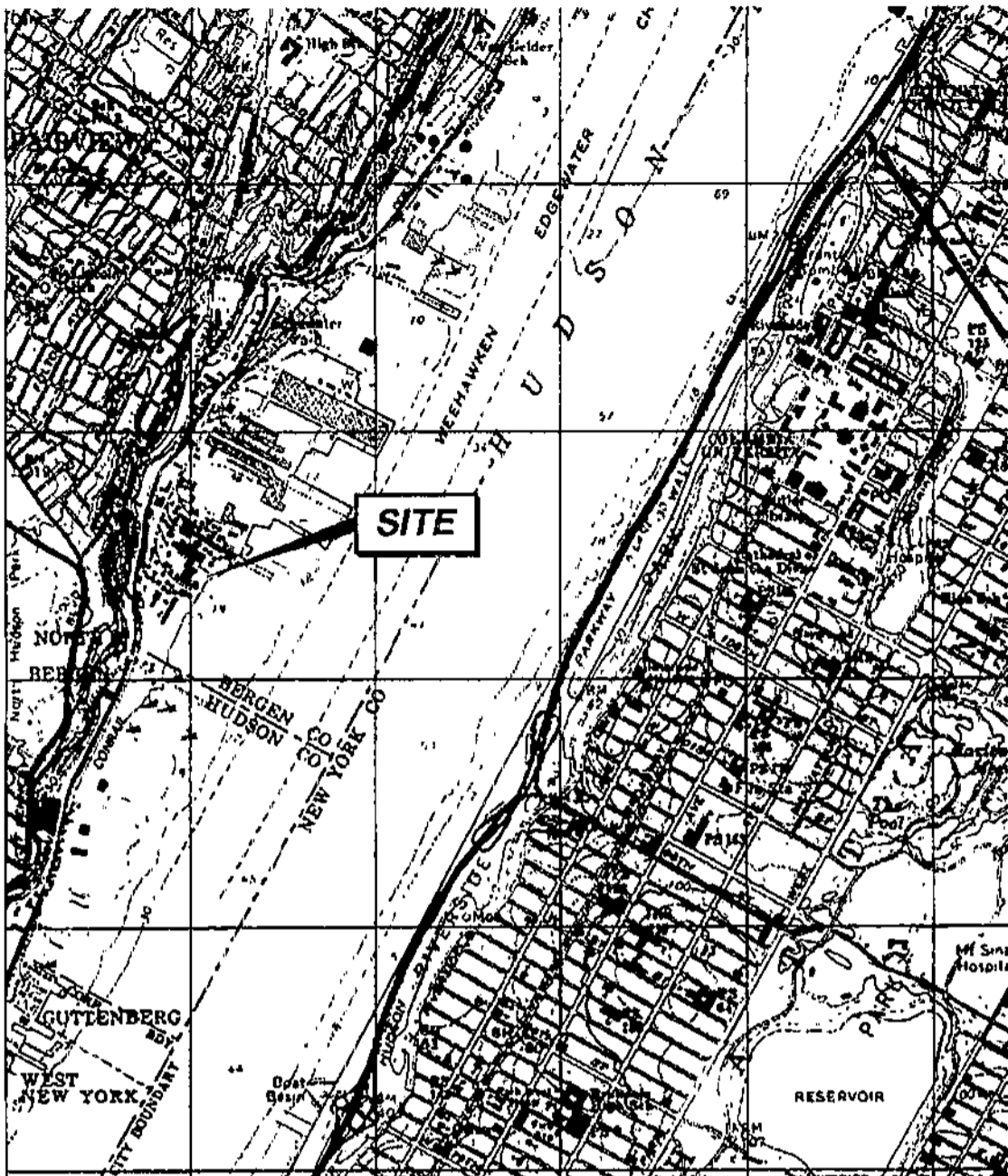
BEGINNING at the intersection formed by the easterly side of River Road with the southern border of Lot 1.09

1. South 59 degrees 59 minutes 03 seconds East a distance of 171.56 feet to a point thence
2. South 30 degrees 00 minutes 57 seconds West a distance of 58.17 feet to a point, thence
3. North 59 degrees 59 minutes 03 seconds West a distance of 220.47 feet to a point, thence
4. Along a curve to the left having a radius of 50.00 feet, an arc length of 27.74 feet, and whose chord bears South 14 degrees 07 minutes 18 seconds West a chord distance of 27.39 feet to a point of tangency, thence
5. Along a curve to the right having a radius of 50.00 feet, an arc length of 27.74 feet, and whose chord bears South 14 degrees 07 minutes 18 seconds West a chord distance of 27.39 feet to a point of tangency, thence
6. South 30 degrees 00 minutes 57 seconds West a distance of 265.48 feet to a point, thence
7. Along a curve to the right having a radius of 145.00 feet, an arc length of 104.15 feet, and whose chord bears South 50 degrees 35 minutes 37 seconds West a chord distance of 101.93 feet to a point of tangency, thence

8. South 71 degrees 10 minutes 17 seconds West a distance of 42.46 feet to a point, thence
9. Along the curve to the right having a radius of 200.00 feet, an arc length of 99.91 feet, and whose chord bears South 85 degrees 28 minutes 57 seconds West a chord distance of 98.87 feet to a point of tangency, thence
10. Along the curve to the right having a radius of 20.00 feet, an arc length of 27.38 feet, and whose chord bears South 40 degrees 59 minutes 39 seconds East a chord distance of 25.29 feet to a point of tangency, thence
11. North 01 degrees 46 minutes 55 seconds West a chord distance of 276.00 feet to a point, thence
12. Along the curve to the right having a radius of 860.00 feet, an arc length of 176.00 feet, and whose chord bears North 04 degrees 04 minutes 52 seconds East a chord distance of 175.70 feet to a point of tangency, thence
13. North 09 degrees 56 minutes 38 seconds East a chord distance of 43.59 feet to the place of BEGINNING;



Containing a calculated area of 157,193.59 square feet or 3.609 acres.

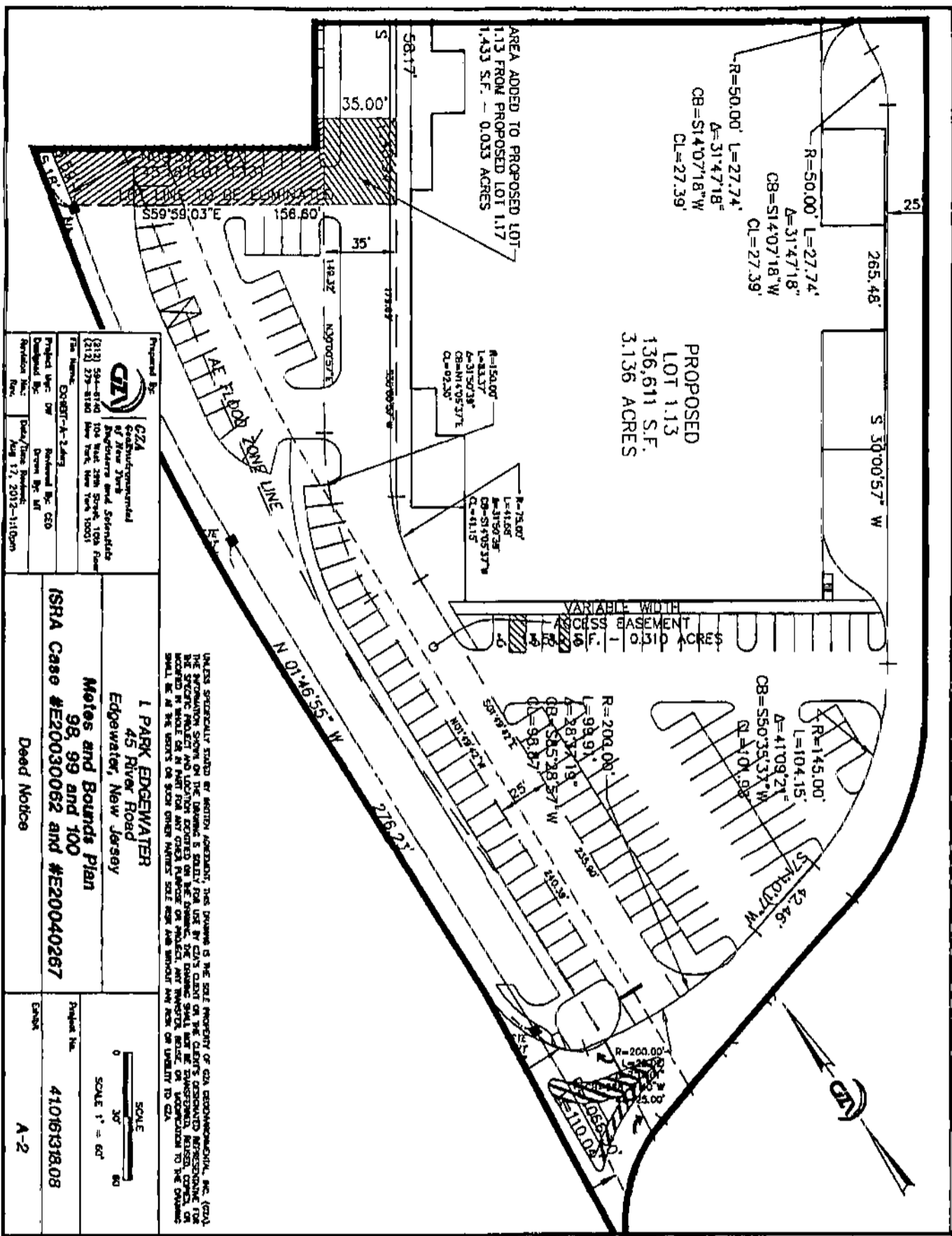
© 2011 - GZA GeoEnvironmental, Inc. GZA-4\1613005\41D161318.00\Figures\CAD\DRAW\DEED NOTICE - RAA-2\enbr A-1.dwg [A-1] August 17, 2012 - 1:09pm miguel torres



ACKNOWLEDGEMENT:
 FIGURE BASED ON U.S. GEOLOGICAL SURVEY, CENTRAL PARK
 QUADRANGLE (7.5 MINUTE SERIES TOPOGRAPHIC MAP),
 DATED 1968, PHOTOREVISED 1979



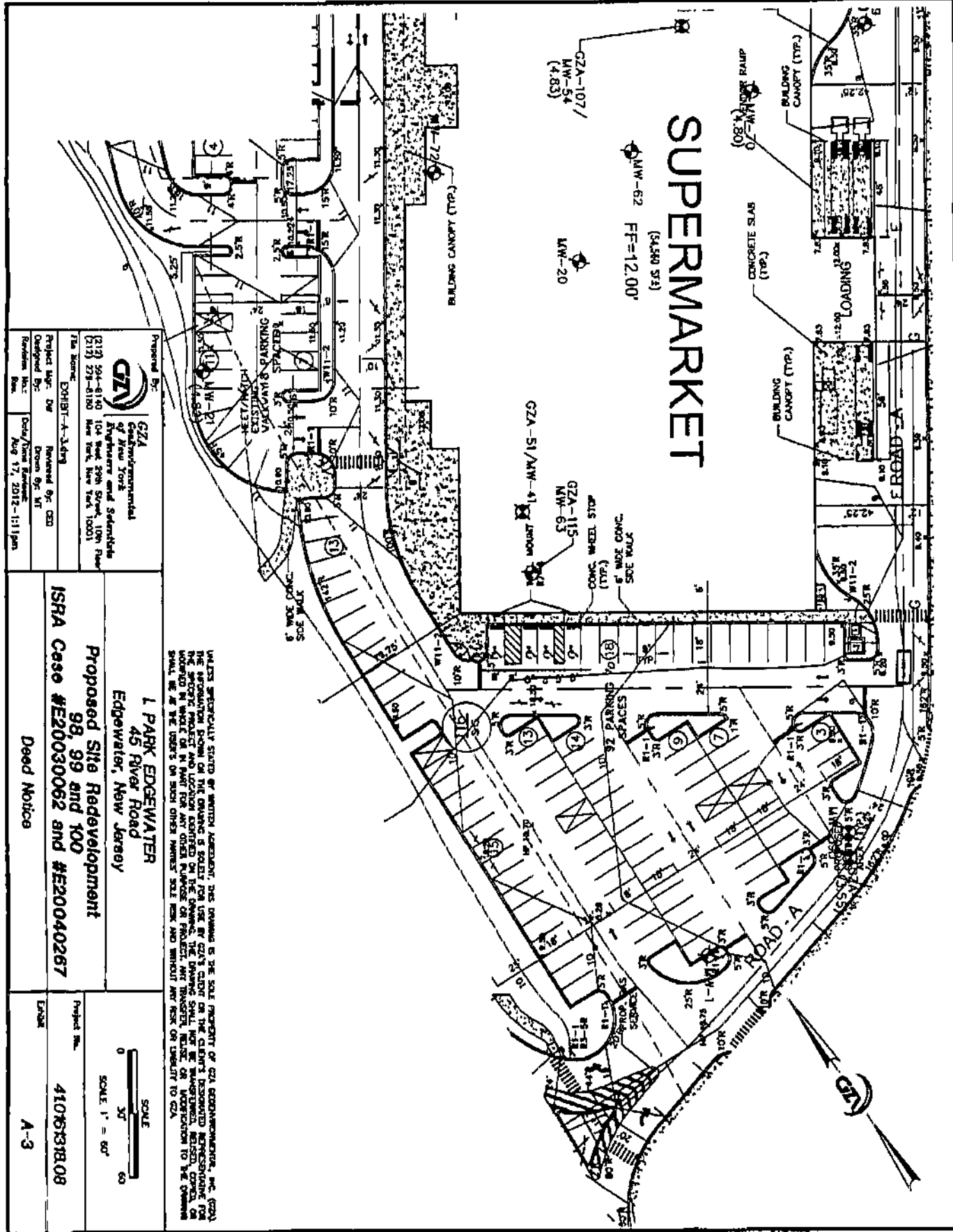
Prepared By:  GZA GeoEnvironmental of New York Engineers and Scientists (212) 552-6140 100 West 20th Street, 10th Floor (212) 372-8180 New York, New York 10007	L PARK EDGEWATER 45 River Road Edgewater, New Jersey	SCALE 
	Site Location Plan Blocks 98, 99 and 100 ISRA Case #E20030062 and #E20040267	Project No. 410161318.08
File Name: exhibit A-1.dwg	Deed Notice	Exhibit A-1
Project Mgr: DT Designer: DT Reviewer: CEJ Drawn By: MJ		
Revision No: Rev.	Date/Time Released: Aug 17, 2012 - 1:09pm	



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Prepared By: GZA Geoenvironmental of New York Engineers and Scientists
 (212) 564-5140 100 West 23rd Street, 10011 New York, NY 10011
 (212) 279-8180 New York, New York 10001

Project Name: EXHIBT-A-2.dwg
 Project Type: DW
 Prepared By: GZA
 Checked By: GZA
 Date/Time Printed: Aug 17, 2012 - 11:09m

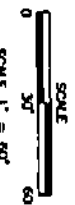


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1 PARK EDGEWATER
45 River Road
Edgewater, New Jersey

Proposed Site Redevelopment
98, 99 and 100
ISRA Case #E20030062 and #E20040267

Deed Notice



Project No. **4106318.08**

Engr. **A-3**

Prepared By: **GZA Geoenvironmental of New York**
 Engineers and Scientists
 (212) 594-8140 104 West 39th Street, 10th Floor
 (212) 278-8180 New York, New York 10001

Project No.: **EXHIBIT-A-3.dwg**

Project Mgr: **DW** Reviewed By: **CD**

Designed By: **DM** Drawn By: **MT**

Revision No.: **Aug 17, 2012 - 1:11pm**

EXHIBIT B

Description of Affected Areas

Current Site Conditions

The Site is approximately 3.6 acre parcel located on Lot 1.13. The Site is located in the southwest section of the Property situated on portions of Blocks 98, 99, and 100. The Property is currently in the process of redevelopment for mixed use residential and commercial purposes. Land use in the vicinity of the Property is a mix of residential, industrial and commercial uses. The ongoing redevelopment of the Hudson River waterfront in Edgewater has shifted the predominant land use from industrial to a mix of residential and commercial.

Proposed Site conditions are depicted on **Exhibit A-3**.

Commercial Use Area Descriptions

The Property redevelopment plan calls for utilizing the Property as retail commercial facility. One new structure (Supermarket) will be built partially on-Site as shown on **Exhibit A-3**. The proposed redevelopment plan incorporates engineered controls to eliminate exposure scenarios.

Remaining Contamination

Soil sample locations are shown on **Exhibit B-1**. Exhibits **B1-1** through **B1-8** summarize the analytical results of soil samples and lists detected compounds and exceedances of the New Jersey Department of Environmental Protection's Soil Cleanup Criteria (NJDEP NRSCC or IGWSCC).

Compound Name	Standard Method	Non-Standard Method	Impact to Standard Method
Chlorobenzene	GC/MS	GC/MS	GC/MS
Dichlorobenzene	GC/MS	GC/MS	GC/MS
Trichlorobenzene	GC/MS	GC/MS	GC/MS
1,2-Dichloroethane	GC/MS	GC/MS	GC/MS
1,1-Dichloroethane	GC/MS	GC/MS	GC/MS
1,1,1-Trichloroethane	GC/MS	GC/MS	GC/MS
1,1,2-Trichloroethane	GC/MS	GC/MS	GC/MS
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1,1,2-Trichloroethane	GC/MS	GC/MS	GC/MS
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Trichlorobenzene	GC/MS	GC/MS	GC/MS
1,2-Dichloroethane	GC/MS	GC/MS	GC/MS
1,1-Dichloroethane	GC/MS	GC/MS	GC/MS
1,1,1-Trichloroethane	GC/MS	GC/MS	GC/MS
1,1,2-Trichloroethane	GC/MS	GC/MS	GC/MS
1,2-Dichloroethene	GC/MS	GC/MS	GC/MS
1,1-Dichloroethene	GC/MS	GC/MS	GC/MS
1,1,1-Trichloroethene	GC/MS	GC/MS	GC/MS
1,1,2-Trichloroethene	GC/MS	GC/MS	GC/MS

- NOTES:
1. ONLY DETECTED COMPOUNDS LISTED.

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 <p>GZA GeoEnvironmental of New York Engineers and Scientists</p> <p>(312) 591-8100 101 Park 29th Street, 10th Floor (312) 278-8100 New York, New York 10001</p> <p>Fax Number: (312) 591-8100 Project Site: 08 Designed by: GZA Reviewed by: GZA Revision No.: Date/Time: Aug 17, 2012 - 11:50am</p>	<p>1 PARK EDGEWATER 45 River Road Edgewater, New Jersey</p> <p>RAA #2 Blocks 98, 99 and 100 ISRA Case #E20030062 and #E20040267</p> <p>Deed Notice</p>	<p>Project No. 410161318.08</p> <p>ES&S B1-2</p>
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Contaminant	mg/kg	mg/kg	mg/kg
Lead (Pb)	100	100	100
Chromium (Cr)	100	100	100
Vanadium (V)	100	100	100
Antimony (Sb)	100	100	100
Barium (Ba)	100	100	100
Cadmium (Cd)	100	100	100
Copper (Cu)	100	100	100
Iron (Fe)	100	100	100
Manganese (Mn)	100	100	100
Nickel (Ni)	100	100	100
Selenium (Se)	100	100	100
Zinc (Zn)	100	100	100

Element	mg/kg	mg/kg	mg/kg
As	0.05	0.05	0.05
B	0.05	0.05	0.05
Be	0.05	0.05	0.05
Bi	0.05	0.05	0.05
Br	0.05	0.05	0.05
C	0.05	0.05	0.05
Ca	0.05	0.05	0.05
Cd	0.05	0.05	0.05
Co	0.05	0.05	0.05
Cu	0.05	0.05	0.05
Hg	0.05	0.05	0.05
K	0.05	0.05	0.05
Mg	0.05	0.05	0.05
Mn	0.05	0.05	0.05
Mo	0.05	0.05	0.05
N	0.05	0.05	0.05
Ni	0.05	0.05	0.05
P	0.05	0.05	0.05
Pb	0.05	0.05	0.05
S	0.05	0.05	0.05
Sb	0.05	0.05	0.05
Se	0.05	0.05	0.05
Si	0.05	0.05	0.05
Sn	0.05	0.05	0.05
Te	0.05	0.05	0.05
Tl	0.05	0.05	0.05
V	0.05	0.05	0.05
W	0.05	0.05	0.05
X	0.05	0.05	0.05
Y	0.05	0.05	0.05
Zn	0.05	0.05	0.05
Zr	0.05	0.05	0.05

Location	Depth (ft)	Sample ID	Element	mg/kg	mg/kg	mg/kg
1	0-1	11	As	0.05	0.05	0.05
1	0-1	11	B	0.05	0.05	0.05
1	0-1	11	Be	0.05	0.05	0.05
1	0-1	11	Bi	0.05	0.05	0.05
1	0-1	11	Br	0.05	0.05	0.05
1	0-1	11	C	0.05	0.05	0.05
1	0-1	11	Ca	0.05	0.05	0.05
1	0-1	11	Cd	0.05	0.05	0.05
1	0-1	11	Co	0.05	0.05	0.05
1	0-1	11	Cu	0.05	0.05	0.05
1	0-1	11	Hg	0.05	0.05	0.05
1	0-1	11	K	0.05	0.05	0.05
1	0-1	11	Mg	0.05	0.05	0.05
1	0-1	11	Mn	0.05	0.05	0.05
1	0-1	11	Mo	0.05	0.05	0.05
1	0-1	11	N	0.05	0.05	0.05
1	0-1	11	Ni	0.05	0.05	0.05
1	0-1	11	P	0.05	0.05	0.05
1	0-1	11	Pb	0.05	0.05	0.05
1	0-1	11	S	0.05	0.05	0.05
1	0-1	11	Sb	0.05	0.05	0.05
1	0-1	11	Se	0.05	0.05	0.05
1	0-1	11	Si	0.05	0.05	0.05
1	0-1	11	Sn	0.05	0.05	0.05
1	0-1	11	Te	0.05	0.05	0.05
1	0-1	11	Tl	0.05	0.05	0.05
1	0-1	11	V	0.05	0.05	0.05
1	0-1	11	W	0.05	0.05	0.05
1	0-1	11	X	0.05	0.05	0.05
1	0-1	11	Y	0.05	0.05	0.05
1	0-1	11	Zn	0.05	0.05	0.05
1	0-1	11	Zr	0.05	0.05	0.05

Location	Depth (ft)	Sample ID	Element	mg/kg	mg/kg	mg/kg
1	0-1	11	As	0.05	0.05	0.05
1	0-1	11	B	0.05	0.05	0.05
1	0-1	11	Be	0.05	0.05	0.05
1	0-1	11	Bi	0.05	0.05	0.05
1	0-1	11	Br	0.05	0.05	0.05
1	0-1	11	C	0.05	0.05	0.05
1	0-1	11	Ca	0.05	0.05	0.05
1	0-1	11	Cd	0.05	0.05	0.05
1	0-1	11	Co	0.05	0.05	0.05
1	0-1	11	Cu	0.05	0.05	0.05
1	0-1	11	Hg	0.05	0.05	0.05
1	0-1	11	K	0.05	0.05	0.05
1	0-1	11	Mg	0.05	0.05	0.05
1	0-1	11	Mn	0.05	0.05	0.05
1	0-1	11	Mo	0.05	0.05	0.05
1	0-1	11	N	0.05	0.05	0.05
1	0-1	11	Ni	0.05	0.05	0.05
1	0-1	11	P	0.05	0.05	0.05
1	0-1	11	Pb	0.05	0.05	0.05
1	0-1	11	S	0.05	0.05	0.05
1	0-1	11	Sb	0.05	0.05	0.05
1	0-1	11	Se	0.05	0.05	0.05
1	0-1	11	Si	0.05	0.05	0.05
1	0-1	11	Sn	0.05	0.05	0.05
1	0-1	11	Te	0.05	0.05	0.05
1	0-1	11	Tl	0.05	0.05	0.05
1	0-1	11	V	0.05	0.05	0.05
1	0-1	11	W	0.05	0.05	0.05
1	0-1	11	X	0.05	0.05	0.05
1	0-1	11	Y	0.05	0.05	0.05
1	0-1	11	Zn	0.05	0.05	0.05
1	0-1	11	Zr	0.05	0.05	0.05

Location	Depth (ft)	Sample ID	Element	mg/kg	mg/kg	mg/kg
1	0-1	11	As	0.05	0.05	0.05
1	0-1	11	B	0.05	0.05	0.05
1	0-1	11	Be	0.05	0.05	0.05
1	0-1	11	Bi	0.05	0.05	0.05
1	0-1	11	Br	0.05	0.05	0.05
1	0-1	11	C	0.05	0.05	0.05
1	0-1	11	Ca	0.05	0.05	0.05
1	0-1	11	Cd	0.05	0.05	0.05
1	0-1	11	Co	0.05	0.05	0.05
1	0-1	11	Cu	0.05	0.05	0.05
1	0-1	11	Hg	0.05	0.05	0.05
1	0-1	11	K	0.05	0.05	0.05
1	0-1	11	Mg	0.05	0.05	0.05
1	0-1	11	Mn	0.05	0.05	0.05
1	0-1	11	Mo	0.05	0.05	0.05
1	0-1	11	N	0.05	0.05	0.05
1	0-1	11	Ni	0.05	0.05	0.05
1	0-1	11	P	0.05	0.05	0.05
1	0-1	11	Pb	0.05	0.05	0.05
1	0-1	11	S	0.05	0.05	0.05
1	0-1	11	Sb	0.05	0.05	0.05
1	0-1	11	Se	0.05	0.05	0.05
1	0-1	11	Si	0.05	0.05	0.05
1	0-1	11	Sn	0.05	0.05	0.05
1	0-1	11	Te	0.05	0.05	0.05
1	0-1	11	Tl	0.05	0.05	0.05
1	0-1	11	V	0.05	0.05	0.05
1	0-1	11	W	0.05	0.05	0.05
1	0-1	11	X	0.05	0.05	0.05
1	0-1	11	Y	0.05	0.05	0.05
1	0-1	11	Zn	0.05	0.05	0.05
1	0-1	11	Zr	0.05	0.05	0.05

Location	Depth (ft)	Sample ID	Element	mg/kg	mg/kg	mg/kg
1	0-1	11	As	0.05	0.05	0.05
1	0-1	11	B	0.05	0.05	0.05
1	0-1	11	Be	0.05	0.05	0.05
1	0-1	11	Bi	0.05	0.05	0.05
1	0-1	11	Br	0.05	0.05	0.05
1	0-1	11	C	0.05	0.05	0.05
1	0-1	11	Ca	0.05	0.05	0.05
1	0-1	11	Cd	0.05	0.05	0.05
1	0-1	11	Co	0.05	0.05	0.05
1	0-1	11	Cu	0.05	0.05	0.05
1	0-1	11	Hg	0.05	0.05	0.05
1	0-1	11	K	0.05	0.05	0.05
1	0-1	11	Mg	0.05	0.05	0.05
1	0-1	11	Mn	0.05	0.05	0.05
1	0-1	11	Mo	0.05	0.05	0.05
1	0-1	11	N	0.05	0.05	0.05
1	0-1	11	Ni	0.05	0.05	0.05
1	0-1	11	P	0.05	0.05	0.05
1	0-1	11	Pb	0.05	0.05	0.05
1	0-1	11	S	0.05	0.05	0.05
1	0-1	11	Sb	0.05	0.05	0.05
1	0-1	11	Se	0.05	0.05	0.05
1	0-1	11	Si	0.05	0.05	0.05
1	0-1	11	Sn	0.05	0.05	0.05
1	0-1	11	Te	0.05	0.05	0.05
1	0-1	11	Tl	0.05	0.05	0.05
1	0-1	11	V	0.05	0.05	0.05
1	0-1	11	W	0.05	0.05	0.05
1	0-1	11	X	0.05	0.05	0.05
1	0-1	11	Y	0.05	0.05	0.05
1	0-1	11	Zn	0.05	0.05	0.05
1	0-1	11	Zr	0.05	0.05	0.05

Location	Depth (ft)	Sample ID	Element	mg/kg	mg/kg	mg/kg
1	0-1	11	As	0.05	0.05	0.05
1	0-1	11	B	0.05	0.05	0.05
1	0-1	11	Be	0.05	0.05	0.05
1	0-1	11	Bi	0.05	0.05	0.05
1	0-1	11	Br	0.05	0.05	0.05
1	0-1	11	C	0.05	0.05	0.05
1	0-1	11	Ca	0.05	0.05	0.05
1	0-1	11	Cd	0.05	0.05	0.05
1	0-1	11	Co	0.05	0.05	0.05
1	0-1	11	Cu	0.05	0.05	0.05
1	0-1	11	Hg	0.05	0.05	0.05
1	0-1	11	K	0.05	0.05	0.05
1	0-1	11	Mg	0.05	0.05	0.05
1	0-1	11	Mn	0.05	0.05	0.05
1	0-1	11	Mo	0.05	0.05	0.05
1	0-1	11	N	0.05	0.05	0.05
1	0-1	11	Ni	0.05	0.05	0.05
1	0-1	11	P	0.05	0.05	0.05
1	0-1	11	Pb	0.05	0.05	0.05
1	0-1	11	S	0.05	0.05	0.05
1	0-1	11	Sb	0.05	0.05	0.05
1	0-1	11	Se	0.05	0.05	0.05
1	0-1	11	Si	0.05	0.05	0.05
1	0-1	11	Sn	0.05	0.05	0.05
1	0-1	11	Te	0.05	0.05	0.05
1	0-1	11	Tl	0.05	0.05	0.05
1	0-1	11	V	0.05	0.05	0.05
1	0-1	11	W	0.05	0.05	0.05
1	0-1	11	X	0.05	0.05	0.05
1	0-1	11	Y	0.05	0.05	0.05
1	0-1	11	Zn	0.05	0.05	0.05
1	0-1	11	Zr	0.05	0.05	0.05

- NOTES:
1. ONLY DETECTED COMPOUNDS LISTED.
 2. NJ-RDSCC REPRESENTS NEW JERSEY RESIDENTIAL DIRECT CONTACT SOIL CLEANUP CRITERIA.
 3. NJ-IGSCC REPRESENTS NEW JERSEY IMPACT TO GROUNDWATER SOIL CLEANUP CRITERIA.
 4. SAMPLES 11, 12, 13, AND 14 ARE SIDEWALL SAMPLES TAKEN AT DEPTHS OF 7-9 FEET BELOW GROUND SURFACE.
 5. SAMPLE 18 IS A BOTTOM SAMPLE TAKEN AT A DEPTH OF 12-14 FEET BELOW GROUND SURFACE.

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LOCATION SAMPLING DATE LAB SAMPLE ID NTS	NO. DETECTED mg/L	PL. CONC. mg/L	RESIDUAL LIMITS-43 mg/L
1000	100	100	100
1001	100	100	100
1002	100	100	100
1003	100	100	100
1004	100	100	100
1005	100	100	100
1006	100	100	100
1007	100	100	100
1008	100	100	100
1009	100	100	100
1010	100	100	100
1011	100	100	100
1012	100	100	100
1013	100	100	100
1014	100	100	100
1015	100	100	100
1016	100	100	100
1017	100	100	100
1018	100	100	100
1019	100	100	100
1020	100	100	100
1021	100	100	100
1022	100	100	100
1023	100	100	100
1024	100	100	100
1025	100	100	100
1026	100	100	100
1027	100	100	100
1028	100	100	100
1029	100	100	100
1030	100	100	100
1031	100	100	100
1032	100	100	100
1033	100	100	100
1034	100	100	100
1035	100	100	100
1036	100	100	100
1037	100	100	100
1038	100	100	100
1039	100	100	100
1040	100	100	100
1041	100	100	100
1042	100	100	100
1043	100	100	100
1044	100	100	100
1045	100	100	100
1046	100	100	100
1047	100	100	100
1048	100	100	100
1049	100	100	100
1050	100	100	100
1051	100	100	100
1052	100	100	100
1053	100	100	100
1054	100	100	100
1055	100	100	100
1056	100	100	100
1057	100	100	100
1058	100	100	100
1059	100	100	100
1060	100	100	100
1061	100	100	100
1062	100	100	100
1063	100	100	100
1064	100	100	100
1065	100	100	100
1066	100	100	100
1067	100	100	100
1068	100	100	100
1069	100	100	100
1070	100	100	100
1071	100	100	100
1072	100	100	100
1073	100	100	100
1074	100	100	100
1075	100	100	100
1076	100	100	100
1077	100	100	100
1078	100	100	100
1079	100	100	100
1080	100	100	100
1081	100	100	100
1082	100	100	100
1083	100	100	100
1084	100	100	100
1085	100	100	100
1086	100	100	100
1087	100	100	100
1088	100	100	100
1089	100	100	100
1090	100	100	100
1091	100	100	100
1092	100	100	100
1093	100	100	100
1094	100	100	100
1095	100	100	100
1096	100	100	100
1097	100	100	100
1098	100	100	100
1099	100	100	100
1100	100	100	100

LOCATION SAMPLING DATE LAB SAMPLE ID NTS	NO. DETECTED mg/L	PL. CONC. mg/L	RESIDUAL LIMITS-43 mg/L
1101	100	100	100
1102	100	100	100
1103	100	100	100
1104	100	100	100
1105	100	100	100
1106	100	100	100
1107	100	100	100
1108	100	100	100
1109	100	100	100
1110	100	100	100
1111	100	100	100
1112	100	100	100
1113	100	100	100
1114	100	100	100
1115	100	100	100
1116	100	100	100
1117	100	100	100
1118	100	100	100
1119	100	100	100
1120	100	100	100
1121	100	100	100
1122	100	100	100
1123	100	100	100
1124	100	100	100
1125	100	100	100
1126	100	100	100
1127	100	100	100
1128	100	100	100
1129	100	100	100
1130	100	100	100
1131	100	100	100
1132	100	100	100
1133	100	100	100
1134	100	100	100
1135	100	100	100
1136	100	100	100
1137	100	100	100
1138	100	100	100
1139	100	100	100
1140	100	100	100
1141	100	100	100
1142	100	100	100
1143	100	100	100
1144	100	100	100
1145	100	100	100
1146	100	100	100
1147	100	100	100
1148	100	100	100
1149	100	100	100
1150	100	100	100

LOCATION SAMPLING DATE LAB SAMPLE ID NTS	NO. DETECTED mg/L	PL. CONC. mg/L	RESIDUAL LIMITS-43 mg/L
1151	100	100	100
1152	100	100	100
1153	100	100	100
1154	100	100	100
1155	100	100	100
1156	100	100	100
1157	100	100	100
1158	100	100	100
1159	100	100	100
1160	100	100	100
1161	100	100	100
1162	100	100	100
1163	100	100	100
1164	100	100	100
1165	100	100	100
1166	100	100	100
1167	100	100	100
1168	100	100	100
1169	100	100	100
1170	100	100	100
1171	100	100	100
1172	100	100	100
1173	100	100	100
1174	100	100	100
1175	100	100	100
1176	100	100	100
1177	100	100	100
1178	100	100	100
1179	100	100	100
1180	100	100	100
1181	100	100	100
1182	100	100	100
1183	100	100	100
1184	100	100	100
1185	100	100	100
1186	100	100	100
1187	100	100	100
1188	100	100	100
1189	100	100	100
1190	100	100	100
1191	100	100	100
1192	100	100	100
1193	100	100	100
1194	100	100	100
1195	100	100	100
1196	100	100	100
1197	100	100	100
1198	100	100	100
1199	100	100	100
1200	100	100	100

LOCATION SAMPLING DATE LAB SAMPLE ID NTS	NO. DETECTED mg/L	PL. CONC. mg/L	RESIDUAL LIMITS-43 mg/L
1201	100	100	100
1202	100	100	100
1203	100	100	100
1204	100	100	100
1205	100	100	100
1206	100	100	100
1207	100	100	100
1208	100	100	100
1209	100	100	100
1210	100	100	100
1211	100	100	100
1212	100	100	100
1213	100	100	100
1214	100	100	100
1215	100	100	100
1216	100	100	100
1217	100	100	100
1218	100	100	100
1219	100	100	100
1220	100	100	100
1221	100	100	100
1222	100	100	100
1223	100	100	100
1224	100	100	100
1225	100	100	100
1226	100	100	100
1227	100	100	100
1228	100	100	100
1229	100	100	100
1230	100	100	100
1231	100	100	100
1232	100	100	100
1233	100	100	100
1234	100	100	100
1235	100	100	100
1236	100	100	100
1237	100	100	100
1238	100	100	100
1239	100	100	100
1240	100	100	100
1241	100	100	100
1242	100	100	100
1243	100	100	100
1244	100	100	100
1245	100	100	100
1246	100	100	100
1247	100	100	100
1248	100	100	100
1249	100	100	100
1250	100	100	100

LOCATION SAMPLING DATE LAB SAMPLE ID NTS	NO. DETECTED mg/L	PL. CONC. mg/L	RESIDUAL LIMITS-43 mg/L
1251	100	100	100
1252	100	100	100
1253	100	100	100
1254	100	100	100
1255	100	100	100
1256	100	100	100
1257	100	100	100
1258	100	100	100
1259	100	100	100
1260	100	100	100
1261	100	100	100
1262	100	100	100
1263	100		

LOCATION SAMPLING DATE LAB SAMPLE ID	HAZARDOUS mg/L	NI-ROSCC mg/L	NEW JERSEY LIBRARY LIBRARY ID
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2 10/11/11 1012	100	100	1012
3 10/11/11 1013	100	100	1013
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LOCATION SAMPLING DATE LAB SAMPLE ID	HAZARDOUS mg/L	NI-ROSCC mg/L	NEW JERSEY LIBRARY LIBRARY ID
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100 10/11/11 1110	100	100	1110

LOCATION SAMPLING DATE LAB SAMPLE ID	HAZARDOUS mg/L	NI-ROSCC mg/L	NEW JERSEY LIBRARY LIBRARY ID
1 10/11/11 1011	100	100	1011
2 10/11/11 1012	100</		

Exhibit C

Institutional and Engineering Controls

The Site has contaminants above the residential direct contact soil cleanup criteria; therefore the entire 3.6-acre parcel will be discussed in this deed notice. Institutional and engineering controls are both in place to prevent contact with the contaminated areas on-Site and to safeguard the health of the public and the environment due to the presence of historic fill material, residual roofing pitch, and soils with arsenic above direct contact soil remediation standards. Institutional controls include the zoning of the site and the recording of this Deed Notice. Engineering controls consist of building foundations, asphalt, concrete and vegetative caps and eliminating the potential for direct contact with contaminants.

The Site is currently being redeveloped for retail commercial purposes with buildings for retail spaces. Prior to the start of constructing the residential retail buildings, areas were excavated to remove pitch impacting groundwater and arsenic in soils over 600 ppm. These areas are shown on Exhibit B-1. Areas that were excavated were backfilled with clean fill.

The majority of the Site, with the exception of the footprint of the existing building, will be paved with an asphalt or concrete cap which will be used as parking lots and sidewalks as part of development. Various areas will also be capped with landscaping. These caps function as a barrier to keep the contaminated soil from spreading and resurfacing due to site activities or soil erosion.

All current and subsequent owners, operators, and lessees will be advised of the conditions on this Site and will be provided copies of the Deed Notice. Until the areas of contamination are remediated to the New Jersey unrestricted use standards, the institutional and engineering controls and restrictions shall remain in place.

Exhibit C-1: Deed Notice and Institutional Controls

Institutional controls are in place to limit potential exposure to the soils in the restricted area. The Site is currently zoned for commercial purposes. Placement of this Deed Notice constitutes an institutional control, as described below.

This Deed Notice acts as an institutional control by placing use restrictions at the Site. First, the restricted areas must not be disturbed in order to prevent human contact with soil. The existing engineering controls shall remain in place and shall be maintained as needed to prevent contact with the contaminated soil. If the restricted area is to be disturbed, necessary and appropriate health and safety measures must be used when working within the restricted areas. At a minimum measures must include notifying the NJDEP and monitoring for dust and volatile organic compounds. A Soil Management Plan will be established prior to any soil intrusive work at the Site. Following any work,

the restricted areas must be completed with engineering controls providing equivalent protection against direct contact as do the existing controls, or remediated to unrestricted use levels.

Exhibit C-2: Engineering Controls – Pavement Capped Areas

The pavement cap covering the roads and parking lot areas of the Site, shall consist of compacted existing subgrade to 95% modified proctor density, 5-inch sub-base dense graded aggregate, 4-inch bituminous stabilized base course, topped with a 2-inches of bituminous concrete surface course.

Exhibit C-3: Engineering Controls – Concrete Capped Areas

The concrete cap covering the sidewalk areas, will consist of compacted existing subgrade, topped with a 4-inches of ¾-inch clean crushed stone and 4-inches class B concrete.

Exhibit C-4: Engineering Controls –Paver Area

The paver cap covering the walkway areas, will consist of compacted subgrade, a stabilization fabric layer, 6-inches of dense graded aggregate, 1-inch of concrete sand and topped with a 2-inch thick concrete precast pavers.

Exhibit C-5: Engineering Controls –Building Capped Area

The buildings will be brought up approximately 3-4 feet from ground surface with clean fill and gravel. The concrete slab will be 8-inches thick and have a gas vapor barrier and ventilation system consisting of 8-inches of crushed stone, a nonwoven drainage geotextile layer and a minimum of 25-mil HDPE and 5-inches of concrete on top of the gas vapor barrier and ventilation system. Schedule 40 PVC embedded in the coarse granular layer will elbow 90 degrees penetrating the concrete slab. At the 90 degree elbow there will be a sealant applied on top of the HDPE.

Exhibit C-6: Engineering Controls – Landscape Capped Areas

Landscaped areas will consist of a 6-inch drainage layer and 18-inches of certified clean fill/top soil to protect the public from direct exposure to contaminants in the soil. The vegetation will consist of evergreen trees such as, White Pine and Serbian Spruce, ornamental trees such as Shadblow Serviceberry and Himalayan Birch, shade trees such as Chanticleer Pear and shrubs such as Skyrocket Juniper, Morning Light Miscanthus, Blue Knoll Caryopteris.

A diagram of the engineering controls is included as **Exhibit C-2 and C-6**.

Monitoring and Inspection

At a minimum, the responsible party will monitor the engineering controls, including the Deed Notice, Fenced Areas and Capped Areas, (in the spring and in the fall) of the entire Site. During the site inspection, the integrity of the caps over the restricted use areas will be evaluated. Impermeable capped areas including the building foundation, sidewalks and asphalt will be examined for cracking, damage, loss and wear. Vegetative capped areas will be routinely evaluated for erosion and stressed vegetation. The responsible party will maintain a regular schedule for mowing and maintaining vegetative growth and reseeding/replanting on an as needed basis.

The results of each inspection and any maintenance of or disturbances to the engineering controls shall be documented either in a logbook retained on-Site and shall include dates of the inspection, name of the inspector, results of the inspection and condition of the engineering controls. If it is not possible to visually evaluate the integrity/performance of the engineering controls, sampling may be necessary. Documentation shall be maintained on-Site and made available to NJDEP on request.

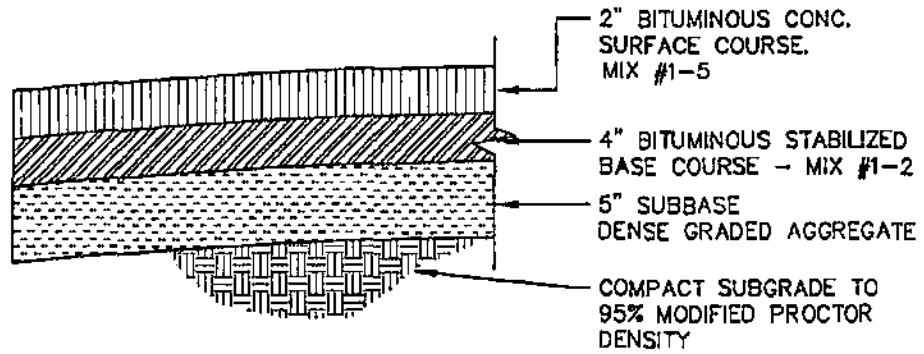
If any new standards, regulations or laws applying to the Site necessitate additional sampling at the Site in order to evaluate the protectiveness of the remedial action a sampling plan will be established with a health and safety plan.

Maintenance

Maintenance will be conducted as necessary to maintain the integrity of the caps and fencing. Following the required inspections, as detailed above, the caps over the restricted use areas will be maintained, and any unacceptable cracks, damage, or missing pavement will be repaired or replaced. Fencing will be repaired, after inspection, as necessary to ensure unauthorized site access.


Reporting

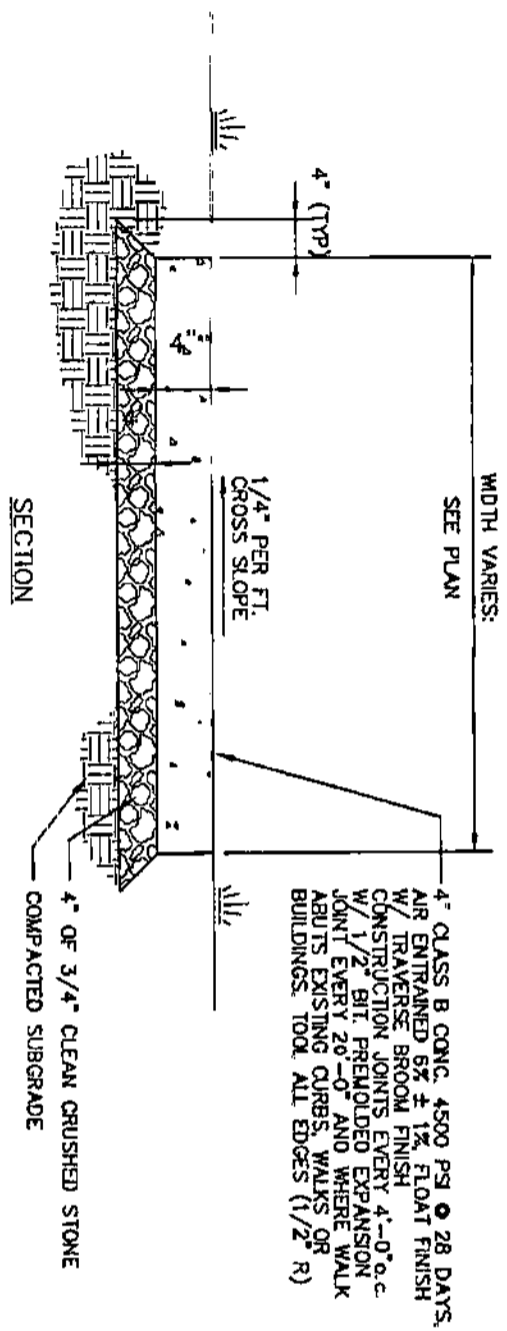
Pursuant to N.J.S.A. 58:10B-13.1, the responsible party shall submit to the NJDEP, a certification of the continued protectiveness of the institutional and engineering controls, on a biennial schedule. The biennial certification shall document the specific monitoring and maintenance activities conducted to maintain the engineering controls; that the current land use at the Property is consistent with the restrictions in the Deed Notice; and that the institutional and engineering controls at the Property continue to be protective of the public health and safety and of the environment.



PAVEMENT DETAIL
NOT TO SCALE

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Prepared By  GZA GeoEnvironmental of New York Engineers and Scientists (212) 594-8140 104 West 28th Street, 10th Floor (212) 279-8180 New York, New York 10001	1 PARK EDGEWATER 45 River Road Edgewater, New Jersey		NOT TO SCALE
	Pavement Details Blocks 98, 99 and 100 ISRA CASE #E20030062 and #E20040267		Project No. 410161318.08
	File Name: exhibit C-2.dwg		Exhibit C-2
	Project Mgr: DM Designed By: PM Revision No.: Rev.	Reviewed By: CEO Drawn By: MT Date/Time Revised: Aug 17, 2012-1:20pm	

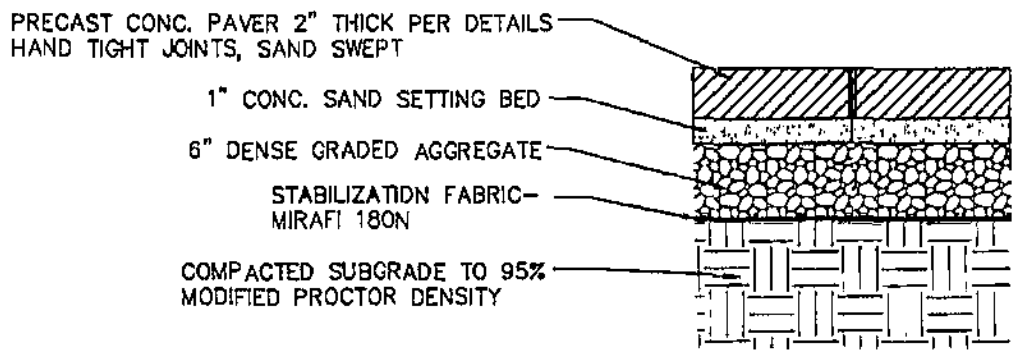


CONCRETE SIDEWALK
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<p>GZA GeoEnvironmental of New York Engineers and Scientists (212) 564-8140 (914) 279-8180 104 West 29th Street, 10th Floor New York, New York 10001</p>	<p>GZA GeoEnvironmental of New York Engineers and Scientists (212) 564-8140 (914) 279-8180 104 West 29th Street, 10th Floor New York, New York 10001</p>	<p>1 PARK EDGEWATER 45 River Road Edgewater, New Jersey</p>	<p>NOT TO SCALE</p>
<p>Project No.: 410161318.08</p>	<p>Drawn By: ST</p>	<p>Concrete Sidewalk Details Blocks 98, 99 and 100 ISRA Case #E20030062 and #E20040267</p>	<p>Project No.: 410161318.08</p>
<p>Project Mgr: C-3</p>	<p>Reviewed By: CEO</p>	<p>Deed Notice</p>	<p>Scale: C-3</p>
<p>Developed By: ST</p>	<p>Date/Time Stamped: Aug 17, 2013 - 12:11pm</p>	<p>Deed Notice</p>	<p>Scale: C-3</p>

© 2011 - GZA GeoEnvironmental, Inc. GZA-JA161300-5\41.0161318L00\Figures\CAD\DRAWING\DEED NOTICE - RAA-2\exhibit C-4.dwg [C-4] August 17, 2012 1:21pm miguel.torres

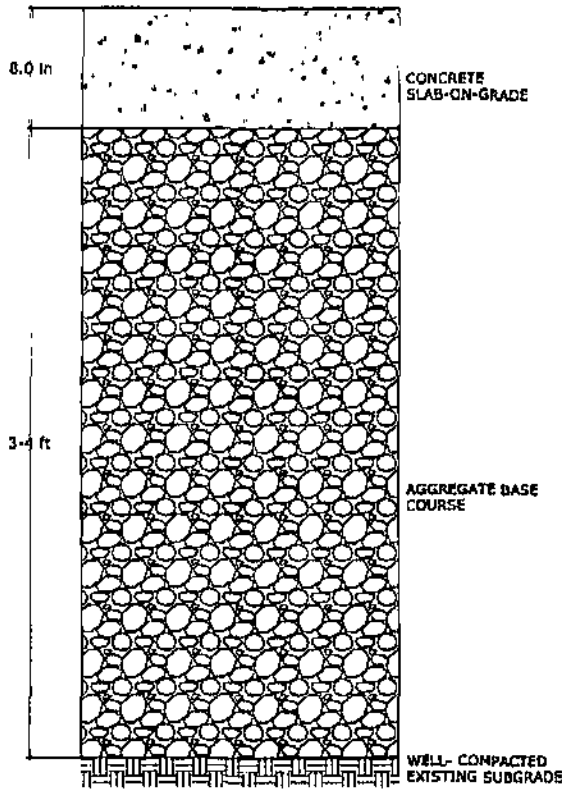


30"x30" PAVER DETAIL
 NOT TO SCALE

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Prepared By:  GZA GeoEnvironmental of New York Engineers and Scientists (212) 864-8140 104 West 29th Street, 10th Floor (212) 278-8180 New York, New York 10001	L PARK EDGEWATER 45 River Road Edgewater, New Jersey	NOT TO SCALE
	30" X 30" Paver Detail Blocks 98, 99 and 100 ISRA CASE #E20030062 and #E20040267	Project No. 410161318.08
File Name: exhibit C-4.dwg	Deed Notice	Exhibit C-4
Project Mgr: DW Designed By: PM Revision No.: Rev.	Reviewed By: CEO Drawn By: MT Date/Time Revised: Aug 17, 2012 - 1:21pm	

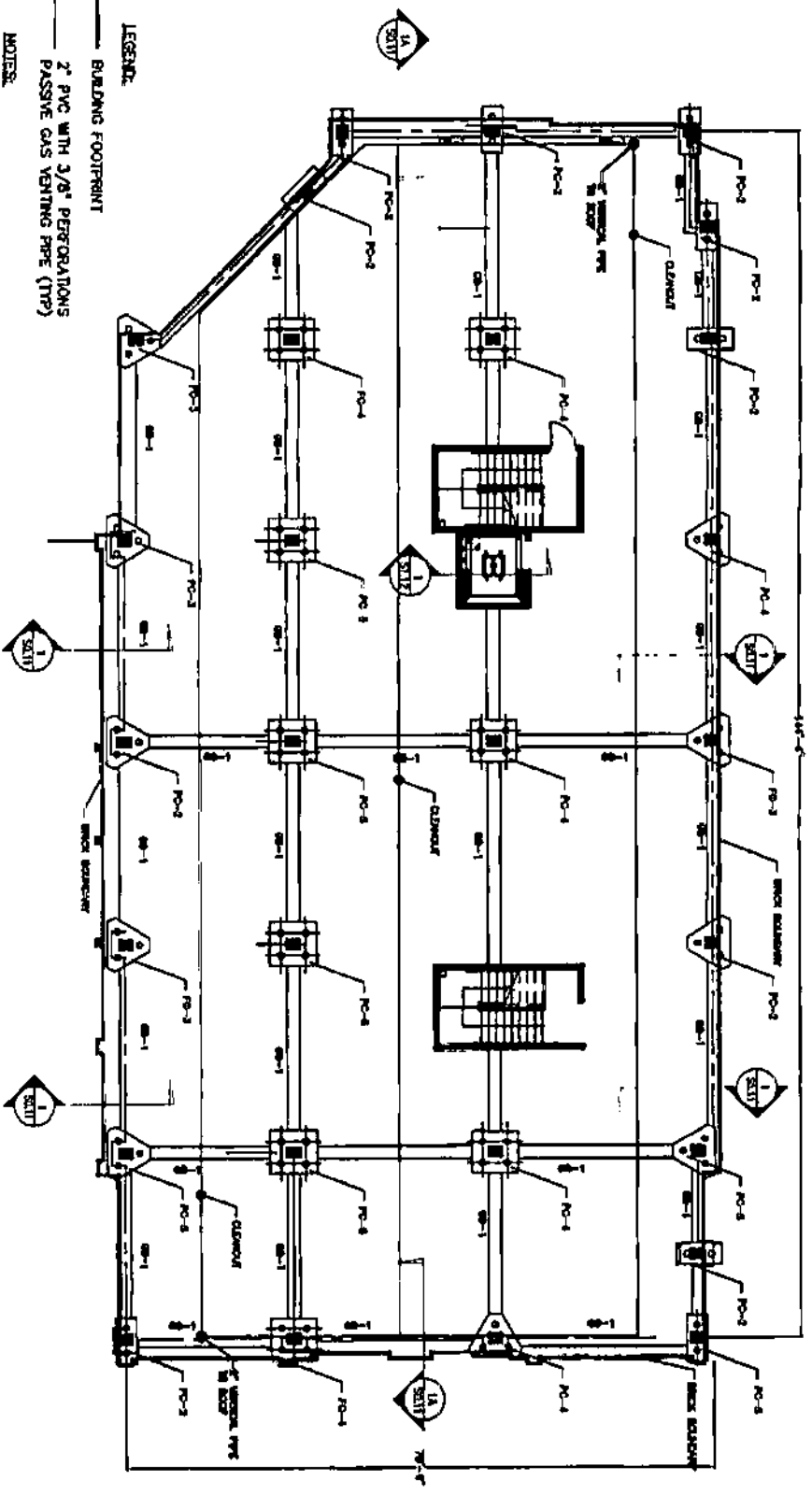
© 2011 - GZA GeoEnvironmental, Inc. GZA-j:\181300's\410161318.00\Figures\CAD\DRIFT DEED NOTICE - RA-2\exhibit C-5-1.dwg [C-5-1] August 17, 2012 - 1:22pm miguel.larrea



CONCRETE BUILDING CAP SECTION

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Prepared By GZA GeoEnvironmental of New York Engineers and Scientists (212) 884-8140 (212) 278-8188 104 West 28th Street, 10th Floor New York, New York 10001	L PARK EDGEWATER 45 River Road Edgewater, New Jersey Concrete Building Cap Blocks 98, 99 and 100 ISRA CASE #E20030062 and #E20040267	 SCALE: 1" = 1'
File Name: exhibit G-5-1.dwg Project Mgr: GP Designed By: PM Revision No.: Rev	Reviewed By: CEO Drawn By: MF Date/Time Revised: Aug 17, 2012-1:22pm	Project No. 410161318.08 Exhibit C-5-1
Deed Notice		

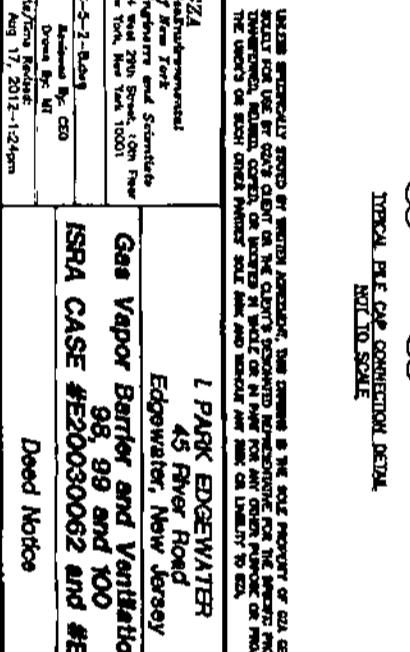
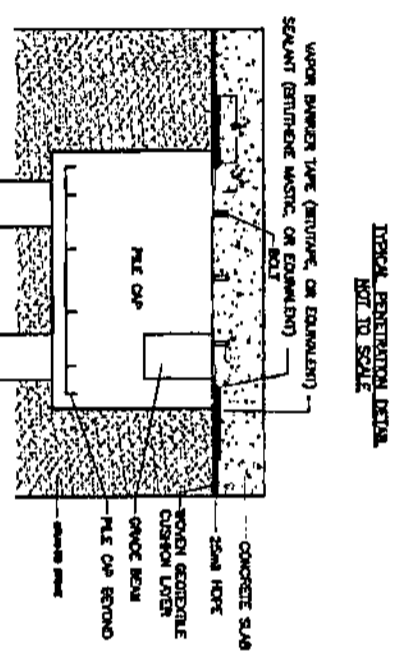
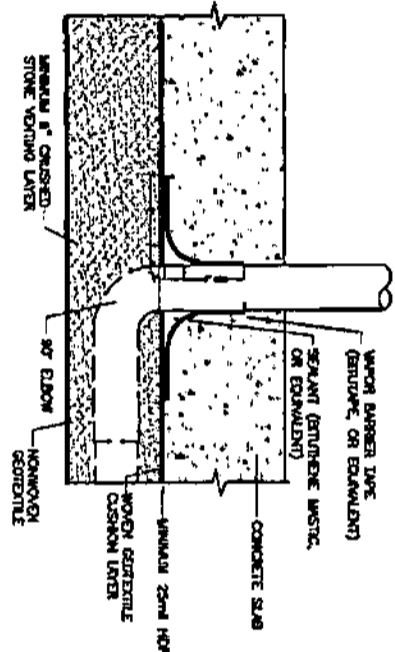
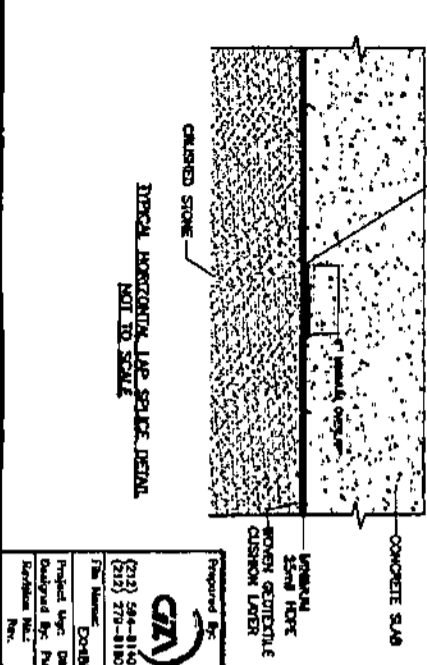
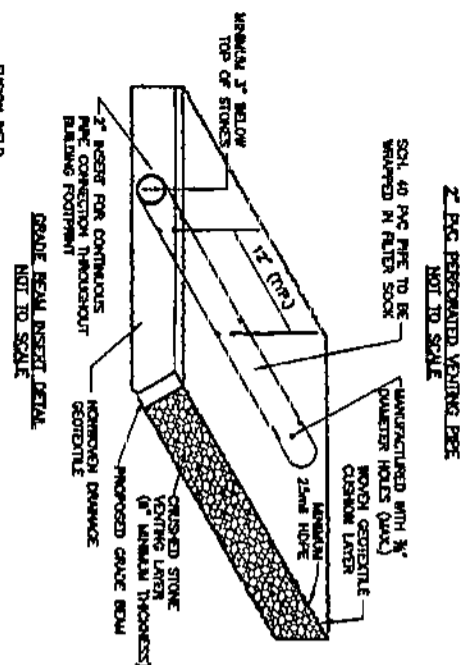
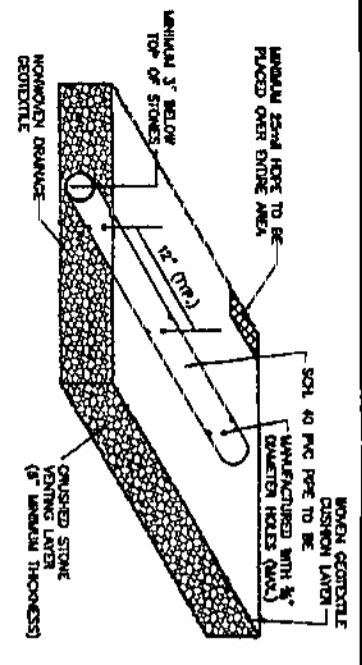


LEGEND:
 — BUILDING FOOTPRINT
 — 2" PVC WITH 3/8" PERFORATIONS
 — PASSIVE GAS VENTING PIPE (TYP)

- NOTES:**
1. DATUM FOR ALL ELEVATIONS GIVEN BASED ON MAIN BUILDING FLOOR SLAB SHALL BE USCS ELEVATION 8.30' ± 0.0'
 2. FOR PIPE CAP AND GRADE BEAM DETAILS SEE SH S-011

UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOWORKS, INC. (GZA). THE INFORMATION SHOWN ON THIS DRAWING IS SOLELY FOR THE USE BY THE CLIENT ON THE CLIENT'S DESIGNEE'S RESPONSIBILITY FOR THE SPECIFIC PROJECT AND LOCATION INDICATED ON THE DRAWING. THE DRAWING SHALL NOT BE REPRODUCED, COPIED, REPRODUCED, OR USED IN WHOLE OR IN PART FOR ANY OTHER PURPOSE OR PROJECT, AND NO PART OF THIS DRAWING SHALL BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF GZA.

 GZA Geoenvironmental 47 New York Engineers and Scientists (212) 564-8140 100 West 32nd Street, 10th Floor (212) 279-8100 New York, New York 10001	Project No. 410161318.08 Project Name: 1 PARK EDGEWATER 45 River Road Edgewater, New Jersey Gas Vapor Barrier and Ventilation System ISRA CASE #E20030062 and #E20040267	SCALE SCALE 1" = 20' Report No. C-5-2A
	Prepared By: GZA Checked By: GZA Drawn By: GZA Date: Aug 17, 2012 12:30pm	



- Note:**
- The Gas Vapor Barrier System including membrane, cavity/ventilation layer, backing board, and other safety equipment, shall be installed per approved submittal and approved by the Owner and Engineer.
 - Gas vapor barrier piping shall consist of both perforated and non-perforated 2-inch, double-walled schedule 40 PVC pipe. PVC (gas/vapor barrier) shall be manufactured from a Type I, Grade 1 Polyvinyl Chloride (PVC) compound with a wall thickness of 1250 mil (ASTM D2466). The pipe shall be manufactured in strict compliance to ASTM D2466 (ultra-high strength, consistently smooth and/or exceeding the quality requirements and requirements of some systems that require a smooth interior surface). The pipe shall be installed in a trench and shall be supported by other provisions of the project. The pipe shall be supported by other provisions of the project. The pipe shall be supported by other provisions of the project. The pipe shall be supported by other provisions of the project.
 - Installation of the vapor barrier method shall be performed in strict accordance with the material manufacturer's installation instructions. A gas/vapor barrier or protection layer shall be installed over the crushed stone ventilation layer prior to the vapor barrier installed ventilation, unless specifically indicated by the manufacturer's recommendations. The PVC pipe shall be supported by other provisions of the project. The pipe shall be supported by other provisions of the project. The pipe shall be supported by other provisions of the project.
 - Crushed stone ventilation layer shall be composed of rounded particles, stone shall have the following gradation:

Stone Size	Percent Passing by Weight
2"	100
1 1/2"	80-100
1"	35-70
1/2"	0-15
1/4"	0-5

SCALE:
 PLAN VIEW (AND SECTION) BASED ON DRAWING S-1 TRANSDUCTION PLAN BY JAMES E. BARNES ARCHITECT, DATE: 5/29/07.

NOTES:

- The drawing to be used in conjunction with architectural, structural and mechanical drawings.
- If the contractor decides to utilize field joint application by the GZA, a new section detailing the new proposed system shall be submitted to the engineer for review.

UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOENVIRONMENTAL, INC. (GZA). THE INFORMATION SHOWN ON THIS DRAWING IS RELAYED FOR USE BY GZA'S CLIENT OR THE CLIENT'S REPRESENTATIVE FOR THE PROJECT AND LOCATION SHOWN ON THE DRAWING. THE DRAWING SHALL NOT BE REPRODUCED, COPIED, OR OTHERWISE TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GZA.

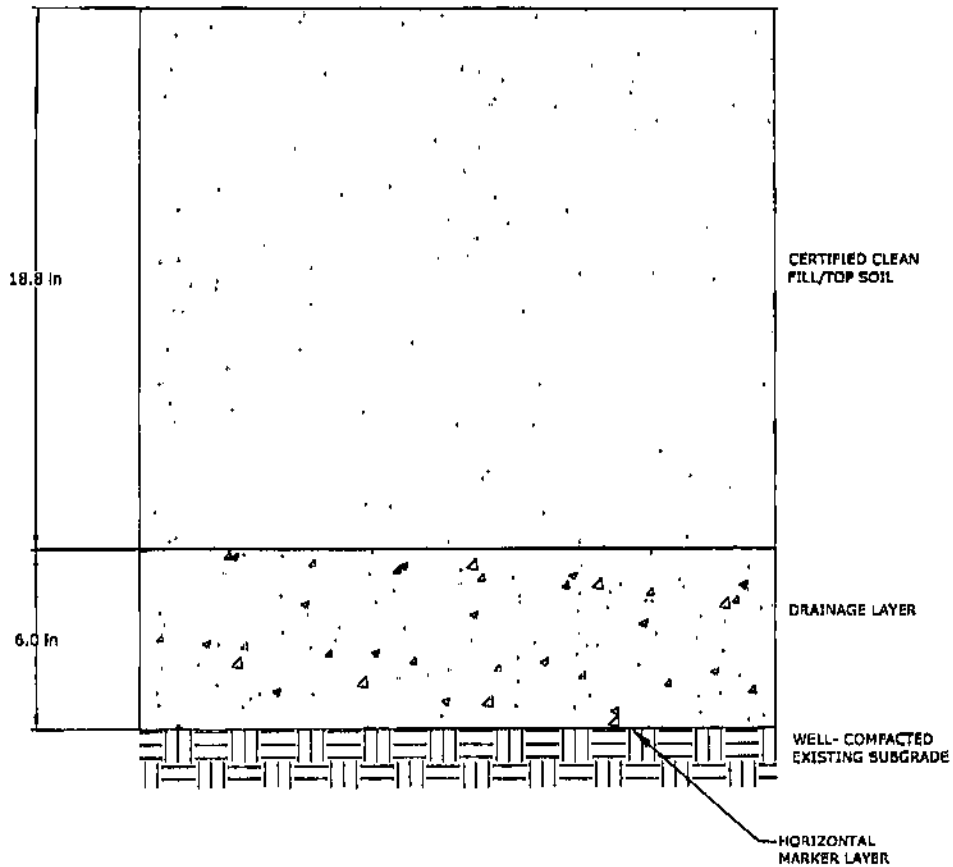
Prepared By: GZA GeoEnvironmental
 97 New York
 Englewood and Scientific
 104 West 29th Street, 10th Floor
 New York, New York 10001
 (212) 546-8140
 (212) 273-8180

Project No.: 410161318.08
Scale: 1" = 20'
Figure No.: C-5-2B

1 PARK EDGEWATER
 45 River Road
 Edgewater, New Jersey
Gas Vapor Barrier and Ventilation System
 98, 99 and 100
ISRA CASE #E20030062 and #E20040267
Deed Notice

Project No.: 410161318.08
Figure No.: C-5-2B

© 2011 - GZA GeoEnvironmental, Inc. GZA--4\161300's\41.0161318.00\Figures\CAD\ORAF\DEED NOTICE - RAA-2\exhibit C-6.dwg [C-6] August 17, 2012 - 1:25pm miguel.torres



TYPICAL SOIL CAP SECTION

UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOENVIRONMENTAL, INC. (GZA). THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSFERRED, REUSED, COPIED, OR MODIFIED IN WHOLE OR IN PART FOR ANY OTHER PURPOSE OR PROJECT. ANY TRANSFER, REUSE, OR MODIFICATION TO THE DRAWING SHALL BE AT THE USER'S OR SUCH OTHER PARTIES' SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA.



Prepared By:  GZA GeoEnvironmental of New York Engineers and Scientists (212) 584-8140 104 West 38th Street, 10th Floor (212) 279-8180 New York, New York 10001	L PARK EDGEWATER 45 River Road Edgewater, New Jersey	 SCALE: 2" = 1'
	Typical Soil Cap Blocks 98, 99 and 100 ISRA Case #E20030062 and #E20040267	Project No. 410161318.08
File Name: exhibit C-6.dwg	Deed Notice	Exhibit C-6
Project Mgr: DW Designed By: PM Revision No.: Rev.	Reviewed By: CEO Drawn By: MT Date/Time Released: Aug 17, 2012--1:25pm	

Exhibit D

As-Built Conditions Engineering Controls

The entire Site contains contaminants above the non-residential direct-contact soil cleanup criteria. Soft pitch was excavated from areas around the former groundwater monitoring wells MW-1 and MW-70 and around the boring GZA-156. PCB impacted soils above 10 ppm were excavated from areas around LB-10 and GZA-34/MW-54. Areas that were excavated were filled with 1/4-inch gravel. Impermeable caps and a vegetative cap will completely cover the Site.

Capped Areas

The entire Site will be covered with pavement, concrete sidewalks, pavers, landscaping and/or the Supermarket building, as shown on **Exhibit D-1**.

The building will be brought up approximately 3-4 feet from ground surface with clean fill and gravel. The concrete slab will be 8-inches thick and have a gas vapor barrier and ventilation system consisting of 8-inches of crushed stone, a nonwoven drainage geotextile layer and a minimum of 25-mil HDPE and 5-inches of concrete on top of the gas vapor barrier and ventilation system. Schedule 40 PVC embedded in the coarse granular layer will elbow 90 degrees penetrating the concrete slab. At the 90 degree elbow there will be a sealant applied on top of the HDPE.

The pavement cap covering the roads and parking lot areas of the Site, shall consist of compacted existing subgrade to 95% modified proctor density, 5-inch sub-base dense graded aggregate, 4-inch bituminous stabilized base course, topped with a 2-inches of bituminous concrete surface course. The concrete cap covering the sidewalk areas, will consist of compacted existing subgrade, topped with a 4-inches of 3/4-inch clean crushed stone and 4-inches class B concrete. The paver cap covering the walkway areas, will consist of compacted subgrade, a stabilization fabric layer, 6-inches of dense graded aggregate, 1-inch of concrete sand and topped with a 2-inch thick concrete precast pavers.

Landscaped areas will consist of a 6-inch drainage layer and 18-inches of certified clean fill/top soil to protect the public from direct exposure to contaminants in the soil. The vegetation will consist of evergreen trees such as, White Pine and Serbian Spruce, ornamental trees such as Shadblow Serviceberry and Himalayan Birch, shade trees such as Chanticleer Pear and shrubs such as Skyrocket Juniper, Morning Light Miscanthus, Blue Knoll Caryopteris.

2
56-593



12-114231.04 Deed
V Bk: 01211 Pg: 2054-2109 Rec. Fee \$593.00
John S. Hogan, Bergen County Clerk
Recorded 12/06/2012 11:33:35 AM

**DEED NOTICE
REMEDIAL ACTION AREA #1
45 RIVER ROAD
EDGEWATER, NEW JERSEY
ISRA CASE #E20030062 and
#E20040267**

PREPARED FOR:

New Jersey Department of Environmental Protection
Bureau of Industrial Site Remediation
401 East State Street
P.O. Box 432
Trenton, New Jersey 08625

PREPARED On behalf of and by:

i.park Edgewater, LLC
One Main Street Edgewater LLC
Two Main Street Edgewater LLC
Four Main Street Edgewater LLC
Edgewater Lofts LLC
485 West Putnam Avenue
Greenwich, Connecticut 06830

By: _____
Printed Name: Joseph Cotter, President
August 2012
File No. 41.0161318.08

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**Record & Return
Madison Title Agency LLC
1125 Ocean Avenue
Lakewood, NJ 08701**

08/03/12

Deed Notice

IN ACCORDANCE WITH N.J.S.A. 58:10B-13, THIS DOCUMENT IS TO BE RECORDED IN THE SAME MANNER AS ARE DEEDS AND OTHER INTERESTS IN REAL PROPERTY.

Prepared by: _____

Joseph Cotter, President



Recorded by: _____

[Signature, Officer of County Recording Office]

[Print name below signature]

DEED NOTICE

This Deed Notice is made as of the 2nd day of October, 2012, by *i.Park Edgewater, LLC, One Main Street Edgewater LLC, Two Main Street Edgewater LLC, Four Main Street Edgewater LLC and Edgewater Lofts LLC* (together with his/her/its/their successors and assigns, collectively "Owner").

1. **THE PROPERTY.** *i.Park Edgewater, LLC, One Main Street Edgewater LLC, Two Main Street Edgewater LLC, Four Main Street Edgewater LLC and Edgewater Lofts LLC*, each of 485 West Putnam Avenue, Greenwich, Connecticut 06830 are the owners in fee simple of certain real property designated as Blocks 97 and 98 and Lots 1.03, 1.04, 1.05, 1.06, 1.07, 1.10 and 1.11 on the tax map of the Borough of Edgewater, Bergen County; the New Jersey Department of Environmental Protection Program Interest Number (Preferred ID) for the site 015891; and the property is more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "Property").

2. **DEPARTMENT'S ASSIGNED BUREAU.** The Bureau of Industrial Site Remediation was the New Jersey Department of Environmental Protection program that was responsible for the oversight of the remediation of the Property. The matter was Case No. #E20030062 and E20040267.

3. **SOIL CONTAMINATION.** *i.Park Edgewater, LLC* has remediated contaminated soil at the Property, and the New Jersey Department of Environmental Protection approved a remedial action on the 9 day of July 2012. such that soil contamination remains in certain areas of the Property which contains contaminants in concentrations that do not allow for the unrestricted use of the Property; this soil contamination is described, including the type, concentration and specific location of such contaminants, in Exhibit B, which is attached hereto and made a part

hereof. As a result, there is a statutory requirement for this Deed Notice and engineering controls in accordance with N.J.S.A. 58:10B-13.

4. **CONSIDERATION.** In accordance with the New Jersey Department of Environmental Protection's approval of the remedial action work plan for the remediation of the site which included the Property, and in consideration of the terms and conditions of that approval, and other good and valuable consideration, Owner has agreed to subject the Property to certain statutory and regulatory requirements which impose restrictions upon the use of the Property, to restrict certain uses of the Property, and to provide notice to subsequent owners, lessees and operators of the restrictions and the monitoring, maintenance, and biennial certification requirements outlined in this Deed Notice and required by law, as set forth herein.

5A. **RESTRICTED AREAS.** Due to the presence of these contaminants, the Owner has agreed, as part of the remedial action for the Property, to restrict the use of certain parts of the Property (the "Restricted Areas"); a narrative description of these restrictions, along with the associated monitoring and maintenance activities and the biennial certification requirements are provided in Exhibit C, which is attached hereto and made a part hereof. The Owner has also agreed to maintain a list of these restrictions on site for inspection by governmental enforcement officials.

5B. **ENGINEERING CONTROLS.** Due to the presence and concentration of these contaminants, the Owner has also agreed, as part of the remedial action for the Property, to the placement of certain engineering controls on the Property; a narrative description of these engineering controls, along with the associated monitoring and maintenance activities and the biennial certification requirements are provided in Exhibit C.]

6A. ALTERATIONS, IMPROVEMENTS, AND DISTURBANCES.

i. Except as provided in Paragraph 6B, below, no person shall make, or allow to be made, any alteration, improvement, or disturbance in, to, or about the Property which disturbs any engineering control at the Property without first obtaining the express written consent of the Department of Environmental Protection. Nothing herein shall constitute a waiver of the obligation of any person to comply with all applicable laws and regulations including, without limitation, the applicable rules of the Occupational Safety and Health Administration. To request the consent of the Department of Environmental Protection, contact:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance, and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413

ii. Notwithstanding subparagraph 6A.i., above, the Department of Environmental Protection's express written consent is not required for any alteration, improvement, or disturbance provided that the owner, lessee or operator:

(A) Notifies the Department of Environmental Protection of the activity by calling the DEP Hotline, at 1-877-WARN-DEP or 1-877-927-6337, within twenty-four (24) hours after the beginning of each alteration, improvement, or disturbance;

(B) Restores any disturbance of an engineering control to pre-disturbance conditions within sixty (60) calendar days after the initiation of the alteration, improvement or disturbance;

(C) Ensures that all applicable worker health and safety laws and regulations are followed during the alteration, improvement, or disturbance, and during the restoration;

(D) Ensures that exposure to contamination in excess of the applicable remediation standards does not occur;

(E) Submits a written report, describing the alteration, improvement, or disturbance, to the Department of Environmental Protection within sixty (60) calendar days after the end of each alteration, improvement, or disturbance. The owner, lessee or operator shall include in the report the nature of the alteration, improvement, or disturbance, the dates and duration of the alteration, improvement, or disturbance, the name of key individuals and their affiliations conducting the alteration, improvement, or disturbance, a description of the notice the Owner gave to those persons prior to the disturbance, the amounts of soil generated for disposal, if any, the final disposition and any precautions taken to prevent exposure. The owner, lessee, or operator shall submit the report to:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance, and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413

6B. EMERGENCIES. In the event of an emergency which presents, or may present, an unacceptable risk to the public health and safety, or to the environment, any person may temporarily breach any engineering control provided that that person complies with each of the following:

i. Immediately notifies the Department of Environmental Protection of the emergency, by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;

ii. Limits both the actual disturbance and the time needed for the disturbance to the minimum reasonably necessary to adequately respond to the emergency;

iii. Implements all measures necessary to limit actual or potential, present or future risk of exposure to humans or the environment to the contamination;

iv. Notifies the Department of Environmental Protection when the emergency has ended by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;

v. Restores the engineering control to the pre-emergency conditions as soon as possible, and provides a written report to the Department of Environmental Protection of such emergency and restoration efforts within sixty (60) calendar days after completion of the restoration of the engineering control. The report must include all information pertinent to the emergency, potential discharges of contaminants, and restoration measures that were implemented, which, at a minimum, should specify: (a) the nature and likely cause of the emergency, (b) the potential discharges of or exposures to contaminants, if any, that may have occurred, (c) the measures that have been taken to mitigate the effects of the emergency on human health and the environment, (d) the measures completed or implemented to restore the engineering control, and (e) the changes to the engineering control or site operation and maintenance plan to prevent reoccurrence of such conditions in the future. The owner, lessee, or operator shall submit the report to:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance, and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413]

7A. MONITORING AND MAINTENANCE OF DEED NOTICE, AND PROTECTIVENESS CERTIFICATION. The persons in any way responsible, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11a et seq., for the hazardous substances that remain at the Property, the persons responsible for conducting the remediation, the Owner, and the subsequent owners, lessees, and operators, shall monitor and maintain this Deed Notice, and certify to the Department on a biennial basis that the remedial action that includes this Deed Notice remains protective of the public health and safety and of the environment. The subsequent owners, lessees and operators have this obligation only during their ownership, tenancy, or operation. The specific obligations to monitor and maintain the deed notice shall include all of the following:

i. Monitoring and maintaining this Deed Notice according to the requirements in Exhibit C, to ensure that the remedial action that includes the Deed Notice continues to be protective of the public health and safety and of the environment;

ii. Conducting any additional remedial investigations and implement any additional remedial actions, that are necessary to correct, mitigate, or abate each problem related to the protectiveness of the remedial action for the site prior to the date that the certification is due

to the Department pursuant to iii, below, in order to ensure that the remedial action that includes this Deed Notice remains protective of the public health and safety and of the environment.

iii. Certify to the Department of Environmental Protection as to the continued protectiveness of the remedial action that includes this Deed Notice, on a form provided by the Department and consistent with N.J.A.C. 7:26C-1.2 (a)1, every two years on the anniversary of the date stamped on the deed notice that indicates when the deed notice was recorded;

7B. MONITORING AND MAINTENANCE OF ENGINEERING CONTROLS, AND PROTECTIVENESS CERTIFICATION. The persons in any way responsible, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11a et seq., for the hazardous substances that remain at the Property, the person responsible for conducting the remediation, and, the Owner, and the subsequent owners, lessees, and operators, shall maintain all engineering controls at the Property and certify to the Department on a biennial basis that the remedial action of which each engineering control is a part remains protective of the public health and safety and of the environment. The subsequent owners, lessees and operators have this obligation only during their ownership, tenancy, or operation. The specific obligations to monitor and maintain the engineering controls shall include the following:

i. Monitoring and maintaining each engineering control according to the requirements in Exhibit C, to ensure that the remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment;

ii. Conducting any additional remedial investigations and implement any additional remedial actions, that are necessary to correct, mitigate, or abate each problem related to the protectiveness of the remedial action for the Property prior to the date that the certification is due to the Department pursuant to iii, below, in order to ensure that the remedial action that includes the engineering control remains protective of the public health and safety and of the environment.

iii. Certify to the Department of Environmental Protection as to the continued protectiveness of the remedial action that includes the engineering control, on a form provided by the Department and consistent with N.J.A.C. 7:26C-1.2 (a)1, every two years on the anniversary of the date stamped on the deed notice that indicates when the deed notice was recorded.

8. ACCESS. The Owner and the subsequent owners, lessees and operators agree to allow the Department, its agents and representatives access to the Property to inspect and evaluate the continued protectiveness of the remedial action that includes this Deed Notice and to conduct additional remediation to ensure the protection of the public health and safety and of the environment if persons responsible for monitoring the protectiveness of the remedial action, as described in Paragraph 7, above, fail to conduct such remediation pursuant to this Deed Notice as required by law. The Owner, and the subsequent owners and lessees, shall also cause all leases,

subleases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring that all holders thereof provide such access to the Department.

9. NOTICES.

i. The Owner and the subsequent owners and lessees, shall cause all leases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring all holders thereof to take the Property subject to the restrictions contained herein and to comply with all, and not to violate any of the conditions of this Deed Notice. Nothing contained in this Paragraph shall be construed as limiting any obligation of any person to provide any notice required by any law, regulation, or order of any governmental authority.

ii. Owner and all subsequent owners and lessees shall notify any person intending to conduct invasive work or excavate within the Restricted Areas at the Property, including, without limitation, tenants, employees of tenants, and contractors of the nature and location of contamination in the Restricted Areas, and, of the precautions necessary to minimize potential human exposure to contaminants.

iii. The Owner and the subsequent owners shall provide written notice to the Department of Environmental Protection at least thirty (30) calendar days before the effective date of any conveyance, grant, gift, or other transfer, in whole or in part, of the owner's interest in the Restricted Area.

iv. The Owner and the subsequent owners shall provide written notice to the Department within thirty (30) calendar days following the owner's petition for or filing of any document initiating a rezoning of the Property. The Owner and the subsequent owners shall submit the written notice to:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance, and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413.

10. ENFORCEMENT OF VIOLATIONS.

i. This Deed Notice itself is not intended to create any interest in real estate in favor of the Department of Environmental Protection, nor to create a lien against the Property, but merely is intended to provide notice of certain conditions and restrictions on the Property and to reflect the regulatory and statutory obligations imposed as a conditional remedial action for this site.

ii. The restrictions provided herein may be enforceable solely by the Department against any person who violates this Deed Notice. To enforce violations of this Deed Notice, the

Department may initiate one or more enforcement actions pursuant to N.J.S.A. 58:10-23.11u and require additional remediation and assess damages pursuant to N.J.S.A. 58:10-23.11g.

11. SEVERABILITY. If any court of competent jurisdiction determines that any provision of this Deed Notice requires modification, such provision shall be deemed to have been modified automatically to conform to such requirements. If a court of competent jurisdiction determines that any provision of this Deed Notice is invalid or unenforceable and the provision is of such a nature that it cannot be modified, the provision shall be deemed deleted from this instrument as though the provision had never been included herein. In either case, the remaining provisions of this Deed Notice shall remain in full force and effect.

12. SUCCESSORS AND ASSIGNS. This Deed Notice shall be binding upon Owner and upon Owner's successors and assigns, and subsequent owners, lessees and operators while each is an owner, lessee, or operator of the Property.

13. MODIFICATION AND TERMINATION.

i. Any person may request in writing, at any time, that the Department modify this Deed Notice where performance of subsequent remedial actions, a change of conditions at the Property, or the adoption of revised remediation standards suggest that modification of the Deed Notice would be appropriate.

ii. Any person may request in writing, at any time, that the Department terminate this Deed Notice because the conditions which triggered the need for this Deed Notice are no longer applicable.

iii. This Deed Notice may be revised or terminated only upon filing of an instrument, executed by the Department, in the office of the County Clerk of Bergen County, New Jersey, expressly modifying or terminating this Deed Notice.

14A. EXHIBIT A. Exhibit A includes the following maps of the Property and the vicinity:

i. Exhibit A-1: Site Location Map - A map that identifies the location of the Site and important geographical features in the area of the Property;

ii. Exhibit A-2: Metes and Bounds Description - A metes and bounds description of the Property, including reference to tax lot and block numbers for the Property;

iii. Exhibit A-3: Property Map - A scaled map of the Property, scaled at one inch to 200 feet or less, and if more than one map is submitted, the maps shall be presented as overlays, keyed to a base map; and the Property Map shall include diagrams of major surface topographical features such as buildings, roads, and parking lots.

14B. EXHIBIT B. Exhibit B includes the following descriptions of the Restricted Areas:

i. Exhibit B-1: Restricted Area Map - A separate map for each restricted area that includes:

(A) As-built diagrams of each engineering control, including caps, fences, slurry walls, ground water monitoring wells, and ground water pumping system;

(B) As-built diagrams of any buildings, roads, parking lots and other structures that function as engineering controls; and

(C) Designation of all soil and sediment sample locations within the restricted areas that exceed any soil or sediment standard that are keyed into one of the summary data tables on the figures described in the following paragraph.

ii. Exhibit B1-1 through B1-10: Restricted Area Summary Data Table Figures - A separate summary table for each sample location that includes:

(A) Sample location designation from Restricted Area map (Exhibit B-1);

(B) Sample depth below ground surface;

(C) Name of each detected contaminant;

(D) The restricted direct contact soil clean up criteria and impact to groundwater soil clean up criteria for each contaminant in the table; and

(E) The remaining concentration of each contaminant at each sample location at each depth or if historic fill, include data from the Department's default concentrations at N.J.A.C. 7:26E-4.6, Table 4-2.

14C. EXHIBIT C. Exhibit C includes narrative descriptions of the institutional controls and engineering controls as follows:

i. Exhibit C-1: Deed Notice as Institutional Control: Exhibit C-1 includes a narrative description of the restriction and obligations of this Deed Notice that are in addition to those describe above, as follows:

(A) General Description of this Deed Notice:

(1) Description and estimated size of the Restricted Areas as described above;

(2) Description of the restrictions on the Property by operation of this Deed Notice; and

(3) The objective of the restrictions.

(B) Description of the monitoring necessary to determine whether:

(1) Any disturbances of the soil in the Restricted Areas did not result in the unacceptable exposure to the soil contamination;

(2) There have been any land use changes subsequent to the filing of this Deed Notice or the most recent biennial certification, whichever is more recent;

(3) The current land use on the Property is consistent with the restrictions in this Deed Notice;

(4) Any newly promulgated or modified requirements of applicable regulations or laws apply to the site; and

(5) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) Land use at the Property is consistent with the restrictions in this Deed Notice; and

(3) The remedial action that includes this Deed Notice continues to be protective of the public health and safety and of the environment.

ii. Exhibit C-2: Asphalt Capped Areas: Exhibit C-2 includes a narrative description of asphalt capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

iii. Exhibit C-3: Concrete Capped Areas: Exhibit C-3 includes a narrative description of concrete capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

iv. Exhibit C-4: Paver Capped Areas: Exhibit C-2 includes a narrative description of paver capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

v. Exhibit C-5: Building Capped Areas: Exhibit C-5 includes a narrative description of building capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

vi. Exhibit C-6: Landscaped Capped Areas: Exhibit C-6 includes a narrative description of landscaped capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

15. SIGNATURES. IN WITNESS WHEREOF, Owner has executed this Deed Notice as of the date first written above.

ATTEST:

[Signature]
[Signature]

I.PARK EDGEWATER, LLC

By [Signature]
Name: Joseph Cotter
Title: President

ATTEST:

[Signature]
[Signature]

ONE MAIN STREET EDGEWATER LLC

By [Signature]
Name: Joseph Cotter
Title: President

ATTEST:

[Signature]
[Signature]

TWO MAIN STREET EDGEWATER LLC

By [Signature]
Name: Joseph Cotter
Title: President

ATTEST:

[Signature]
[Signature]

FOUR MAIN STREET EDGEWATER LLC

By [Signature]
Name: Joseph Cotter
Title: President

ATTEST:

[Signature]
[Signature]

EDGEWATER LOFTS LLC

By [Signature]
Name: Joseph Cotter
Title: President

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

I, the undersigned, a Notary Public, do hereby certify that JOSEPH COTTER, personally known to me or proved to me on the basis of satisfactory evidence to be the President of i.Park Edgewater, LLC, a Delaware limited liability company (the "Company"), whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that as such President he signed and delivered the said document on behalf of said Company, pursuant to authority given by the members of said Company, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 2nd day of October, 2012.



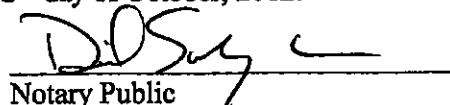
Notary Public
Type or Print Name:
My commission expires

DANIEL SCHUYLER
Notary Public, State of New York
No. 01SC5084025
Qualified in Orange County
Commission Expires Aug. 25, 2013

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

I, the undersigned, a Notary Public, do hereby certify that JOSEPH COTTER, personally known to me or proved to me on the basis of satisfactory evidence to be the President of One Main Street Edgewater LLC, a Delaware limited liability company (the "Company"), whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that as such President he signed and delivered the said document on behalf of said Company, pursuant to authority given by the members of said Company, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 2nd day of October, 2012.




Notary Public
Type or Print Name:
My commission expires

DANIEL SCHUYLER
Notary Public, State of New York
No. 01SC5084025
Qualified in Orange County
Commission Expires Aug. 25, 2013

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

I, the undersigned, a Notary Public, do hereby certify that JOSEPH COTTER, personally known to me or proved to me on the basis of satisfactory evidence to be the President of Two Main Street Edgewater, LLC, a Delaware limited liability company (the "Company"), whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that as such President he signed and delivered the said document on behalf of said Company, pursuant to authority given by the members of said Company, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 2nd day of October, 2012.

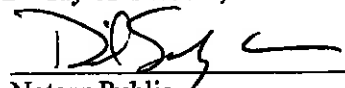


Notary Public
Type or Print Name:
My commission expires
DANIEL SCHUYLER
Notary Public, State of New York
No. 01SC5084025
Qualified in Orange County
Commission Expires Aug. 25, 2013

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

I, the undersigned, a Notary Public, do hereby certify that JOSEPH COTTER, personally known to me or proved to me on the basis of satisfactory evidence to be the President of Four Main Street Edgewater LLC, a Delaware limited liability company (the "Company"), whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that as such President he signed and delivered the said document on behalf of said Company, pursuant to authority given by the members of said Company, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 2nd day of October, 2012.

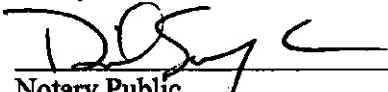


Notary Public
Type or Print Name:
My commission expires
DANIEL SCHUYLER
Notary Public, State of New York
No. 01SC5084025
Qualified in Orange County
Commission Expires Aug. 25, 2013

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

I, the undersigned, a Notary Public, do hereby certify that JOSEPH COTTER, personally known to me or proved to me on the basis of satisfactory evidence to be the President of Edgewater Lofts LLC, a Delaware limited liability company (the "Company"), whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that as such President he signed and delivered the said document on behalf of said Company, pursuant to authority given by the members of said Company, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 2nd day of October, 2012.



Notary Public
Type or Print Name:
My commission expires
DANIEL SCHUYLER
Notary Public, State of New York
No. 01SC5084025
Qualified in Orange County
Commission Expires Aug. 25, 2013

EXHIBIT A

Site Description

Site Vicinity

The property is designated as Blocks 97 and 98 in the Borough of Edgewater, Bergen County, New Jersey (hereinafter "Site"). The Site is comprised of Lot 1.03, Lot 1.05, Lot 1.07, Proposed Lot 1.04, Proposed Lot 1.11 and sections of Proposed Lot 1.10 and Proposed Lot 1.17. A site vicinity map locating the Property is attached as **Exhibit A-1**. The vicinity around the Site is developed primarily with commercial and residential properties.

Property Description

The Site has the address 45 River Road, Edgewater, New Jersey. A metes and bounds plan of the property is provided as **Exhibit A-2**.

The Site consists of all that certain tract, parcel and lot of land lying and being situated in the Borough of Edgewater, County of Bergen, State of New Jersey, being more particularly described as follows:

LOT 1.03, BLOCK 99

BEGINNING at a intersection formed by the easterly side of Proposed Road "A" right-of-way line with the northwesterly corner of Proposed Lot 1.03 as shown on a map entitled "LPark Edgewater, LLC, Proposed Lots 1.03, 1.04, 1.05, 1.07 Subdivision, Block 99, Lot 1, Borough of Edgewater, Bergen County, N.J. dated 7/06-2010 and filed in the Bergen County Clerk's office on October 6, 2010 as map no. 9526 and unerring thence.

1. South 59 degrees 59 minutes 03 seconds East a distance of 151.00 feet to a point thence
2. South 30 degrees 00 minutes 57 seconds West a distance of 69.50 feet to the beginning of a curve, thence
3. Along a curve to the right having a radius of 10.00 feet, an arc length of 15.71, and whose chord bears South 75 degrees 00 minutes 57 seconds West a chord distance of 14.14 feet to a point of tangency, thence
4. North 59 degrees 59 minutes 03 seconds West a distance of 117.01 feet to the beginning of a curve, thence
5. Along a curve to the left, having a radius of 55.00 feet, an arc length of 34.49, and whose chord bears North 14 degrees 59 minutes 03 seconds West a chord distance of 33.93 feet to a point of tangency, thence

6. North 30 degrees 00 minutes 57 seconds East a distance of 55.51 feet to the POINT OF BEGINNING;

Containing an area of 11,635 square feet or 0.267 acres.

LOT 1.04, BLOCK 99

BEGINNING at a point on the southwesterly corner of Proposed Lot 1.04 in Block 99, said point also being the southeasterly corner of Lot 1.08 in Block 99 as shown on a map entitled "Proposed Subdivision, Block 99, Lot 1, I.Park Edgewater, LLC, 45 River Road Edgewater, NJ 07020;" prepared by Paulus, Sokolowski and Sartor, LLC, dated 1/6/2010 and filed in the Bergen County Clerk's office on October 6, 2010 as map no. 9526, and running thence.

1. North 30 degrees 00 minutes 57 seconds East a distance of 189.33 feet to a point, thence
2. North 59 degrees 59 minutes 03 seconds West a distance of 49.76 feet to a point, thence
3. North 32 degrees 50 minutes 14 seconds East a distance of 134.16 feet to a point, thence
4. South 56 degrees 57 minutes 27 seconds East a distance of 84.15 feet to a point, thence
5. North 33 degrees 02 minutes 33 seconds East a distance of 25.96 feet to a point, thence
6. South 56 degrees 57 minutes 27 seconds East a distance of 298.81 feet to a point of curvature, thence
7. Along a curve to the left, having a radius 742.75 feet, an arc length of 79.56, and whose chord bears South 60 degrees 01 minutes 33 seconds East a chord distance of 79.52 feet to a point of tangency, thence
8. South 63 degrees 05 minutes 40 seconds East a distance of 208.28 feet to a point, thence
9. North 26 degrees 54 minutes 20 seconds East a distance of 62.00 feet to a point, thence
10. South 63 degrees 05 minutes 40 seconds East a distance of 33.25 feet to a point, thence

11. South 63 degrees 15 minutes 40 seconds East a distance of 4.94 feet to a point, thence
12. South 30 degrees 00 minutes 57 seconds West a distance of 115.62 feet to a point of a curvature, thence
13. Along a curve to the right, having a radius of 56.54 feet an arc length of 24.14, and whose chord bears South 42 degrees 14 minutes 49 seconds West a chord distance 23.96 feet to a point of tangency, thence
14. South 49 degrees 22 minutes 42 seconds West a distance of 38.27 feet to a point of curvature, thence
15. Along a curve to the left having a radius of 51.73 feet, an arc length of 35.80, and whose chord bears South 29 degrees 33 minutes 03 seconds West a chord distance of 35.09 feet to a point of tangency, thence
16. South 02 degrees 33 minutes 02 seconds West a distance of 15.90 feet to a point of curvature, thence
17. Along a curve to the right having a radius of 25.00 feet, an arc length of 48.27, and whose chord bears South 57 degrees 48 minutes 05 seconds West a chord distance of 41.13 feet to a point of tangency, thence
18. North 67 degrees 48 minutes 29 seconds West a distance of 49.90 feet to a point of curvature, thence
19. Along a curve to the left, having a radius of 305.80 feet, an arc length of 68.81, and whose chord bears North 74 degrees 15 minutes 16 seconds West a chord distance of 68.67 feet to a point of reverse curvature, thence
20. Along a curve to the right having a radius of 127.63 feet, an arc length of 49.66, and whose chord bears North 69 degrees 33 minutes 11 seconds West a chord distance of 49.35 feet to a point of tangency, thence
21. North 59 degrees 59 minutes 03 seconds West a distance of 18.37 feet to a point, thence
22. South 30 degrees 00 minutes 59 seconds West a distance of 32.24 feet to a point, thence
23. North 59 degrees 59 minutes 03 seconds West a distance of 215.53 feet to a point, thence
24. South 30 degrees 00 minutes 57 seconds West a distance of 79.50 feet to a point, thence

25. North 59 degrees 59 minutes 03 second West a distance of 235.02 feet to the
POINT OF BEGINNING

Containing an area of 183,831 square feet or 4.22 acres, more or less.

Subject to the following easement:

30.00 foot wide Waterfront Walkway Easement as shown on a map entitled "Major Subdivision, Block 99, Lots 1, 3, 4 & 5, Borough of Edgewater, Bergen County, NJ;" prepared by Paulus, Sokolowski and Sartor, LLC, dated and revised to 3/25/2009 and filed in the Bergen county Clerk's office on 5/19/2009 as map no. 9512.

Waterfront access easement as shown on a map entitled "Major Subdivision, Block 99, Lots 1, 3, 4 & 5;" prepared by Paulus, Sokolowski and Sartor, LLC, dated and revised 3/25/2009 and filed in the Bergen county Clerk's office on 5/19/2009 as map no. 9512.

Future Roadway "A" Easement dedication per filed map no. 9519.

Lateral sewer easement as per Deed Book 4133, page 206.

16' wide sewer easement per Deed Book 990, page 24.

25' wide sewer easement as shown on a map entitled "Major Subdivision, Block 99, Lots 1, 3, 4 & 5;" prepared by Paulus, Sokolowski and Sartor, LLC, dated and revised 3/25/2009 and filed in the Bergen county Clerk's office on 5/19/2009 as map no. 9512.

10' wide Pipe Line right-of-way, per Tax Map.

4' wide Oil Line right-of-way, per Tax Map.

Subject to any easements or restrictions of record if any, which an accurate title search may disclose.

LOT 1.05, BLOCK 99

BEGINNING at a intersection formed by the easterly side of Proposed Road "A" right-of-way line with southwesterly corner of Proposed Lot 1.05 as shown on a map entitled "I.Park Edgewater, LLC, Proposed Lots 1.03, 1.04, 1.05, 1.07 Subdivision, Block 99, Lots 1, Borough of Edgewater, Bergen County, NJ," prepared by Paulus, Sokolowski and Sartor, LLC, dated 7/06/2010 and filed in the Bergen County Clerk's office on October 6, 2010 as map no. 9526 and running thence.

1. North 30 degrees 00 minutes 57 seconds East a distance of 64.08 feet to a beginning of a curve, thence

2. Along a curve to the left having a radius of 55.00 feet, an arc length of 34.49, and whose chord bears North 75 degrees 00 minutes 57 seconds East a chord distance of 33.93 feet to a point of tangency, thence
3. South 59 degrees 59 minutes 03 seconds East a distance of 191.55 feet to a point, thence
4. South 30 degrees 00 minutes 57 seconds West a distance of 88.07 feet to a point, thence
5. North 59 degrees 59 minutes 03 seconds West a distance of 215.54 feet to a point, thence
6. North 30 degrees 00 minutes 57 seconds East a distance of 64.08 feet to the POINT OF BEGINNING;

Containing an area of 18,633 square feet or 0.428 acres, as calculated by Paulus, Sokolowski and Sartor, LLC in March 6, 2010.

Subject to a 30 foot wide Waterfront Walkway Easement containing 2,642 S.F. or 0.061 Ac.

Subject to any easements or restrictions of record if any, which an accurate title search may disclose.

PROPOSED LOT 1.07

BEGINNING at the northwest corner of the lot and running thence.

1. North 59 degrees 59 minutes 03 seconds West a distance of 173.00 feet to the beginning of a curve, thence
2. Along a curve to the left having a radius of 55.00 feet, an arc length of 34.49, and whose chord bears South 14 degrees 59 minutes 03 seconds East a chord distance of 33.93 feet to a point of tangency, thence
3. South 30 degrees 00 minutes 57 seconds East a distance of 51.00 feet to the beginning of a curve, thence
4. Along a curve to the left having a radius of 5.00 feet, an arc length of 7.85, and whose chord bears South 75 degrees 00 minutes 57 seconds West a chord distance of 7.07 feet to a point of tangency, thence
5. North 59 degrees 59 minutes 03 seconds West a distance of 192.00 feet to the beginning of a curve, thence
6. Along a curve to the left having a radius of 5.00 feet, an arc length of 7.85, and whose chord bears North 14 degrees 59 minutes 03 seconds West a chord distance of 7.07 feet to a point of tangency, thence

7. North 30 degrees 00 minutes 57 seconds East a distance of 70.00 feet to the beginning of a curve, thence
8. Along a curve to the left having a radius of 5.00 feet, an arc length of 7.85, and whose chord bears South 75 degrees 00 minutes 57 seconds West a chord distance of 7.07 feet to the POINT OF BEGINNING;

PROPOSED LOT 1.11

BEGINNING at the north west corner of the lot and running thence.

1. South 59 degrees 59 minutes 03 seconds East a distance of 220.47 feet to a point, thence
2. South 30 degrees 00 minutes 57 seconds West a distance of 216.02 feet to a point, thence
3. North 59 degrees 59 minutes 03 seconds West a distance of 220.47 feet to a point, thence
4. South 30 degrees 00 minutes 57 seconds West a distance of 216.02 feet to the POINT OF BEGINNING;

The property also contains sections of the roadway LOT 1.10 and LOT 1.17.

The Site contains an area of 280,123.74 square feet or 6.431 acres.

© 2011 - GZA GeoEnvironmental, Inc. GZA-J:\161300's\41.0161318.00\Figures\CAD\DRAW DRAFT DEED NOTICE - RAA-1\exhibit A-1.dwg [A-1] August 17, 2012 - 11:08am miguel.torres



ACKNOWLEDGEMENT:
 FIGURE BASED ON U.S. GEOLOGICAL SURVEY, CENTAL PARK
 QUADRANGLE (7.5 MINUTE SERIES TOPOGRAPHIC MAP),
 DATED 1966, PHOTOREVISED 1979

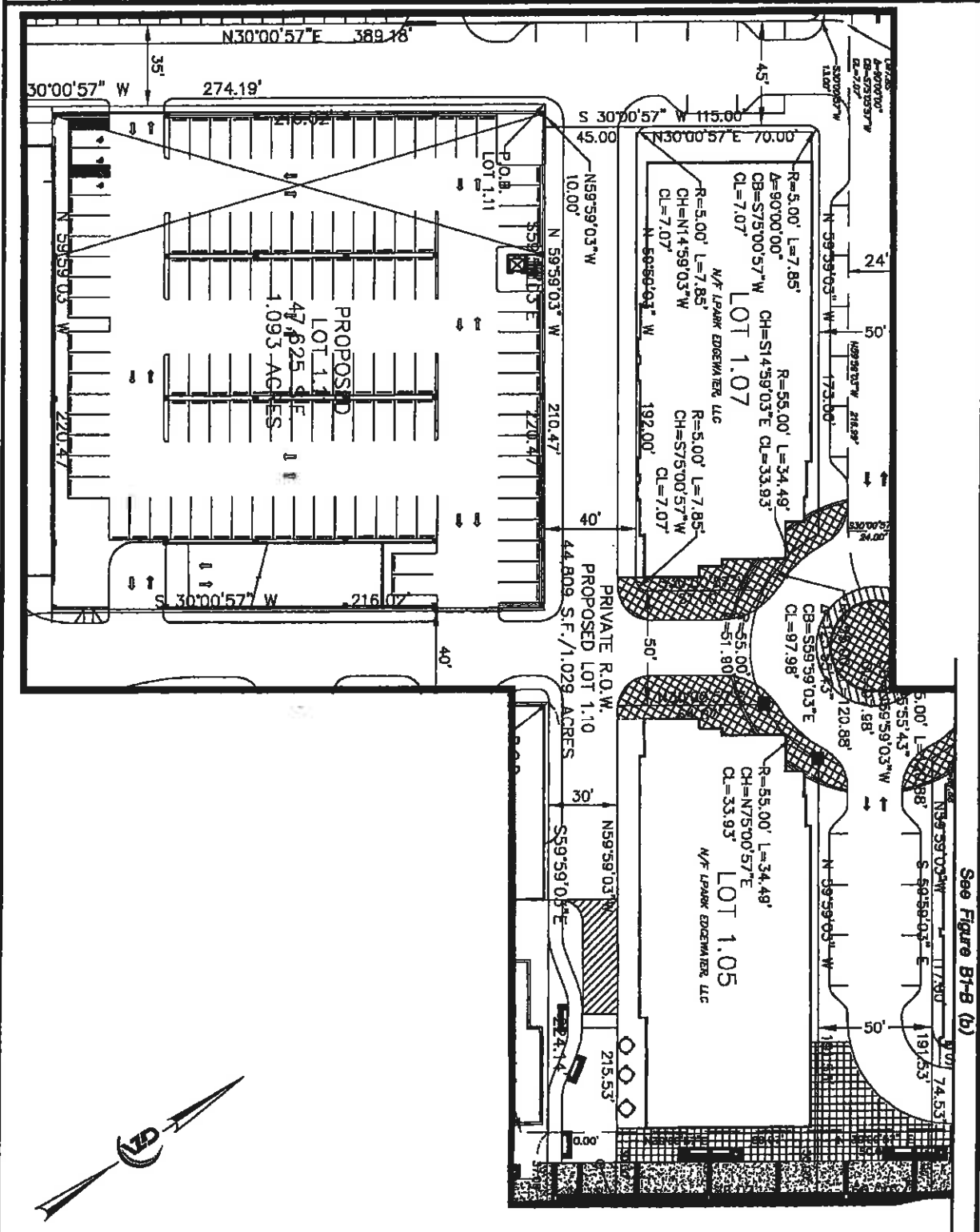



Prepared By:  GZA <i>GeoEnvironmental of New York Engineers and Scientists</i> (212) 584-8140 104 West 29th Street, 10th Floor (212) 279-8180 New York, New York 10001 File Name: exhibit A-1.dwg	1 PARK EDGEWATER 45 River Road Edgewater, New Jersey	SCALE 
	Site Location Plan Blocks 97 and 98 ISRA Case #E20030062 and #E20040267	Project No. 410161318.08
	Deed Notice	Exhibit A-1
Project Mgr: DW Reviewed By: CED Designed By: DW Drawn By: MT Revision No.: Date/Time Revised: Rev. Aug 17, 2012-11:08am		

GZA-1613005\410161318.00\Figures\CA0\DEED NOTICE PAA-1 7-2011\EXHIBIT-A-2.dwg [PAA-1 A-2] August 17, 2012 - 11:08am rjgualter@engr.com
 GZA-1613005\410161318.00\Figures\CA0\DEED NOTICE PAA-1 7-2011\EXHIBIT-A-2.dwg [PAA-1 A-2] August 17, 2012 - 11:08am rjgualter@engr.com
 THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSMITTED, REPRODUCED, COPIED, OR MODIFIED IN WHOLE OR IN PART FOR ANY OTHER PURPOSE OR PROJECT. ANY TRANSMISSION, REUSE, OR MODIFICATION TO THE DRAWING SHALL BE AT THE USER'S OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA.

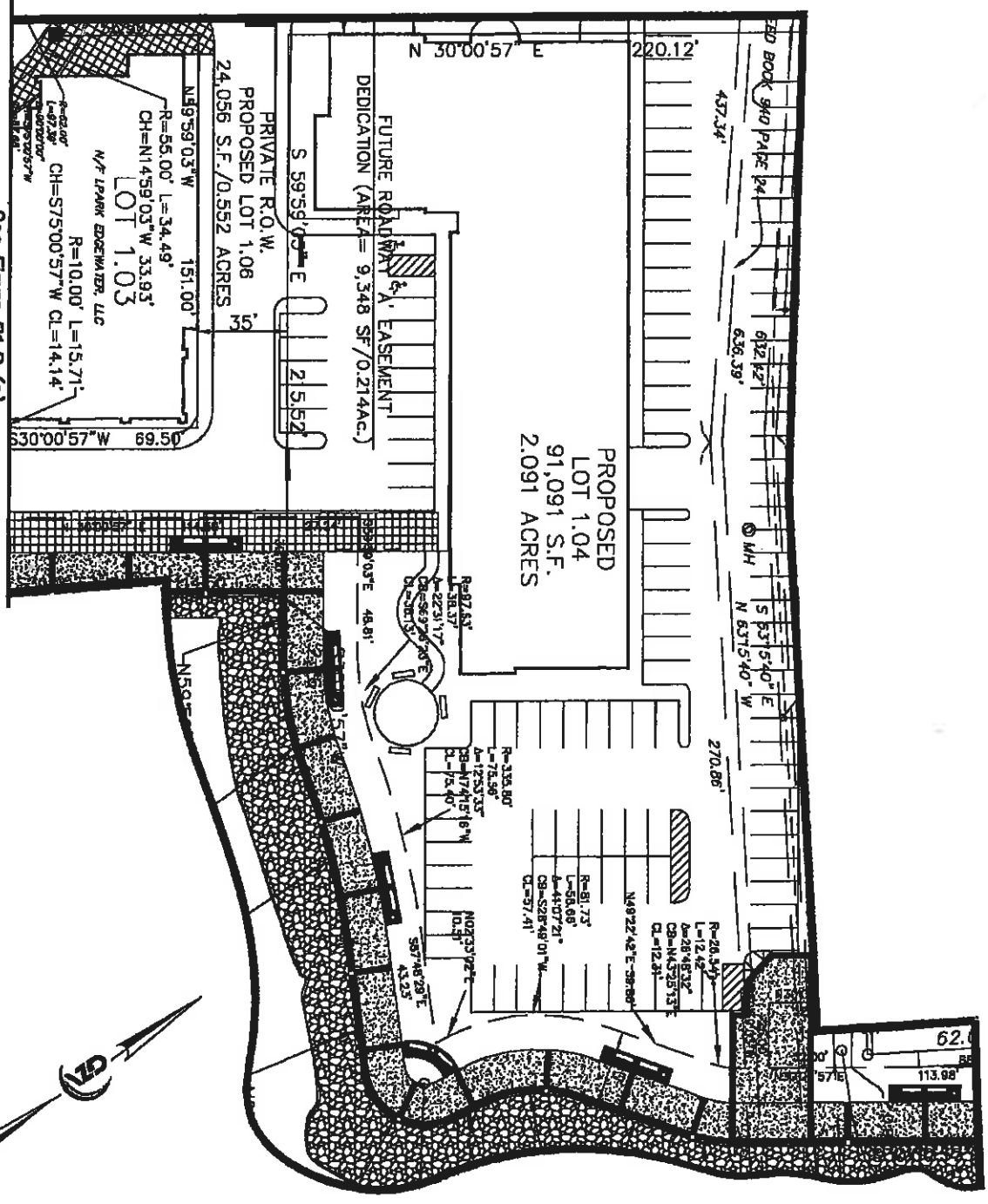
Reported By: GZA
 GZA Geotechnical
 of New York
 Engineers and Scientists
 104 West 28th Street, 10th Floor
 New York, New York 10001
 (212) 512-5140
 (212) 512-5140
 Fax: (212) 512-5140
 Project Mgr: DW
 Reviewed By: CEO
 Project No.: 410161318.08
 Date/Time Revised: Aug 17, 2012-11:08am
 Revision No.: 1

1 PARK EDGEWATER
 45 River Road
 Edgewater, New Jersey
Mets and Bounds Plan
Blocks 97 and 98
ISRA CASE #E20030062 and #E20040267
 Deed Notice
 Exhibit No. A-2 a
 Project No. 410161318.08
 SCALE 1" = 60'
 0 30' 60'



Prepared By:  GZA Geotechnical Engineers and Scientists of New York 104 West 29th Street, 10th Floor New York, New York 10001 (212) 279-8100	
File Name: EXHIBIT-A-2.dwg	Project Mgr: DM Drawn By: MT Reviewed By: CEO
Revision No.: Aug 17, 2012-11:09am	Date/Time Revised:
Deed Notice ISRA CASE #E20030062 and #E20040267 Metes and Bounds Plan Blocks 97 and 98 Edgewater, New Jersey 45 River Road PARK EDGEWATER	
Project No.: 410161318.08	Parcel No.: A-2 b

UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOTECHNICAL, INC. (GZA). THE INFORMATION SHOWN ON THIS DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSMITTED, REPRODUCED, COPIED, OR INCORPORATED IN WHOLE OR IN PART FOR ANY OTHER PURPOSE OR PROJECT. ANY TRANSFER, REUSE, OR MODIFICATION TO THE DRAWING SHALL BE AT THE USER'S OR SUCH OTHER PARTIES' SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA.



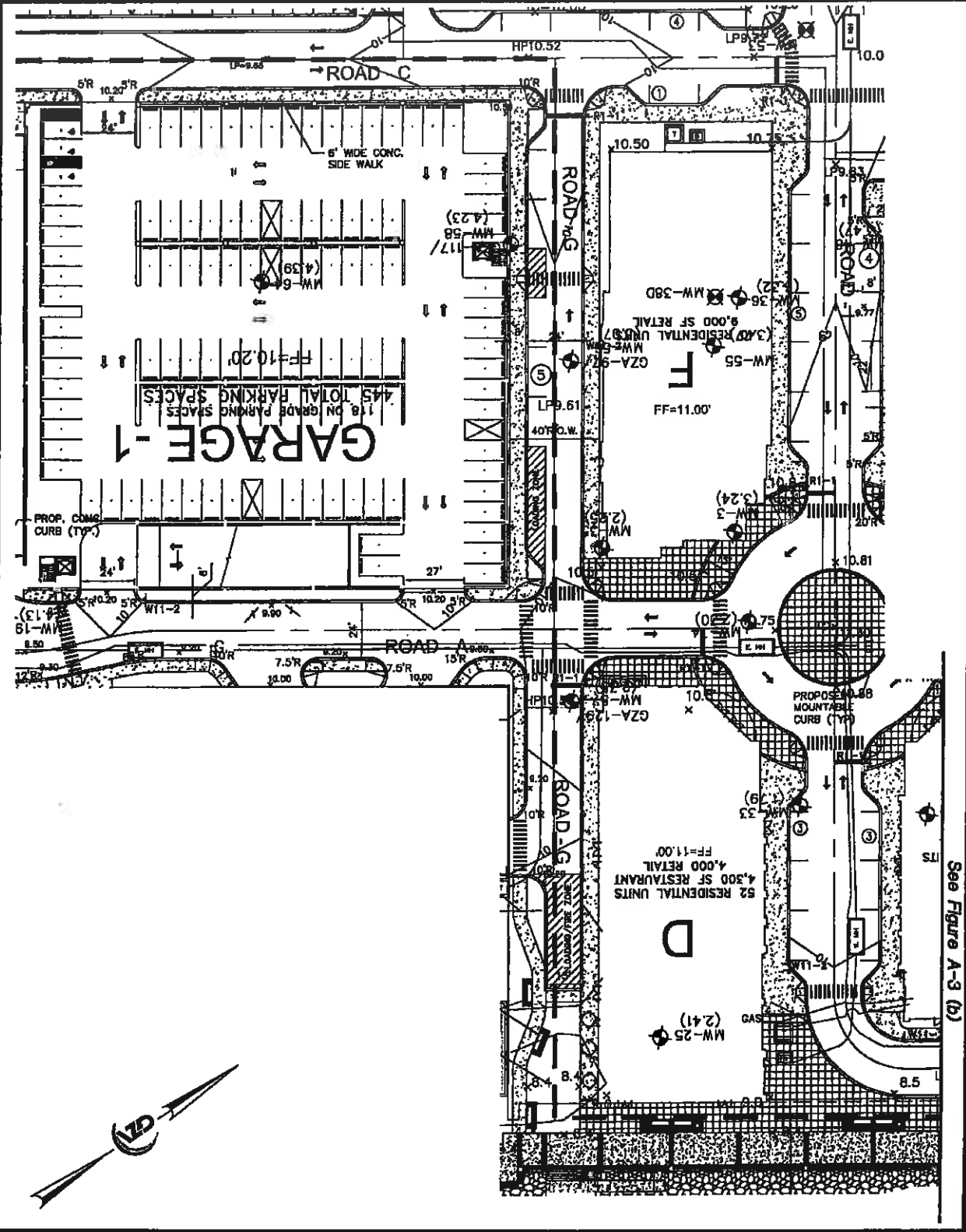
See Figure B1-B (a)

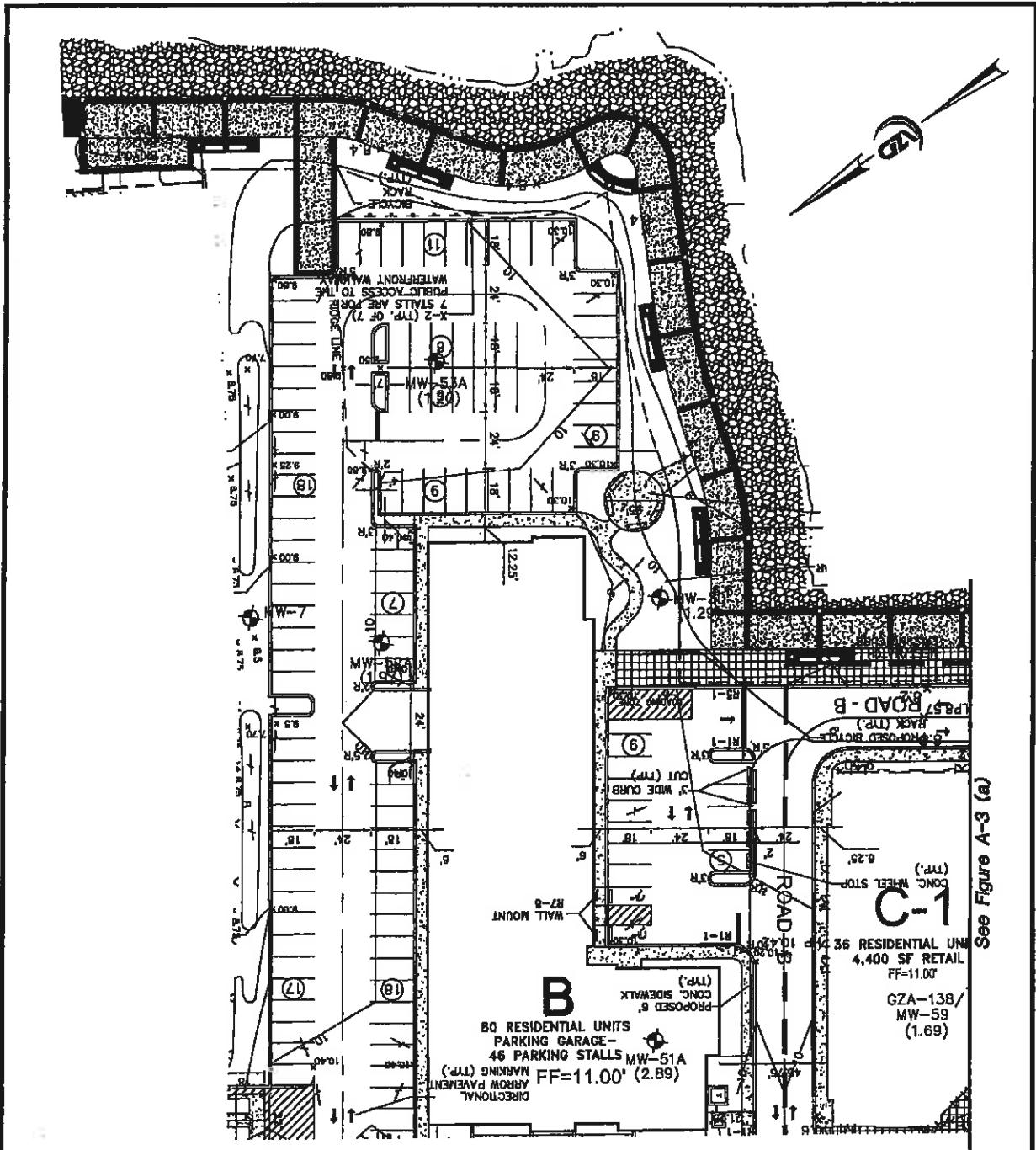
1613003-410161318.00 [Form/PLAN] DEED NOTICE 04-17-2011 \EXHIBIT-A-3.dwg [04-1 A-3 (a)] August 17, 2012 - 11:16am migueltorres
 UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THE DRAWING IS THE PROPERTY OF CZA ENGINEERS AND ARCHITECTS, INC. (CZA). THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY CZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. IT SHALL NOT BE REPRODUCED, REUSED, COPIED, OR MARKED IN WHOLE OR IN PART FOR ANY OTHER PROJECT OR PROJECTS. ANY TRANSFER, REUSE, OR REPRODUCTION TO THE DRAWING SHALL BE AT THE USER'S OWN RISK. OTHER PARTIES SHALL NOT BE HELD LIABLE FOR ANY DAMAGE OR LIABILITY TO CZA.

Prepared By: CZA	Engineers and Architects of New York	(212) 378-8180 104 West 29th Street, 10th Floor New York, New York 10001
The Name: EXHIBIT-A-3.dwg	Project Mgr: DW	Reviewed By: CEO
Designed By: PL	Drawn By: LT	
Revision No.: 1	Date/Time Revised: Aug 17, 2012-11:16am	

1. PARK EDGEWATER
 46 River Road
 Edgewater, New Jersey
Proposed Site Redevelopment
 Blocks 97 and 98
 ISRA CASE #E20030062 and #E20040267


Deed Notice
 Exhibit No. 410161318.08
 Project No. A-3 (a)





See Figure A-3 (a)

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Prepared By:

GZA
 GeoEnvironmental
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 Engineers and Scientists
 (212) 894-8140 104 West 29th Street, 10th Floor
 (212) 279-8180 New York, New York 10001
 File Name:
 EXHIBIT-A-3.dwg
 Project Mgr: DW Reviewed By: CEO
 Designed By: PM Drawn By: MT
 Revision No.: Date/Time Reviset: Aug 17, 2012-11:17am
 Rev.

I PARK EDGEWATER
 45 River Road
 Edgewater, New Jersey
Proposed Site Redevelopment
Blocks 97 and 98
ISRA CASE #E20030062 and #E20040267
Deed Notice


SCALE

 SCALE 1" = 60'
 Project No. 410161318.08
 Exhibit No. A-3 (b)

EXHIBIT B

Description of Affected Areas

Current Site Conditions

The Site is approximately 6.4 acre parcel located on Lot 1.03, Proposed Lot 1.04, Lot 1.05, Lot 1.07, Proposed Lot 1.11 and sections of Lot 1.10 and Lot 1.17. The Site is located in the northeast section of the Property situated on portions of Blocks 97 and 98. The Property is currently in the process of redevelopment for mixed use residential and commercial purposes. Land use in the vicinity of the Property is a mix of residential, industrial and commercial uses. The ongoing redevelopment of the Hudson River waterfront in Edgewater has shifted the predominant land use from industrial to a mix of residential and commercial.

Proposed Site conditions are depicted on Exhibit A-3.

Mixed Use Residential Area Descriptions

The conceptual Property redevelopment plan calls for utilizing the Property as a mixed use residential and retail commercial facility. Four new residential structures (buildings B, C1, D and F) will be built on the Site as well as associated parking lots as indicated on Exhibit A-3. Buildings C1, D and F will also contain retail and commercial space. The proposed redevelopment plan incorporates engineered controls to eliminate exposure scenarios. In addition, the proposed location for this building has been carefully evaluated and selected based upon the known extent of contamination associated with the Quanta site. The current plan leaves a 150 foot zone comprised only of surface parking between the northern property line and the proposed structures. Development of the Site will remain flexible until the USEPA has completed its remedial investigation and issued a record of decision (ROD) for Quanta related groundwater and coal tar related impacts. The development plan contains a certain amount of flexibility to incorporate findings of the site investigations associated with Quanta. Specifically, the locations of parking garage structures can be modified based upon the extent of contamination associated with Quanta and the ROD.

Remaining Contamination

Soil sample locations are shown on Exhibit B-1, which summarizes the analytical results of soil samples and lists compounds that exceed the New Jersey Department of Environmental Protection's Soil Cleanup Criteria (NJDEP NRSCC or IGWSCC). Exhibits B1-1 through B1-10 show sample locations and NRSCC and IGWSCC exceedances.

02-18-11	02-18-11	02-18-11	02-18-11	02-18-11	02-18-11
Residential Direct Control and Cleanup Criteria	Residential Direct Control and Cleanup Criteria	Residential Direct Control and Cleanup Criteria	Residential Direct Control and Cleanup Criteria	Residential Direct Control and Cleanup Criteria	Residential Direct Control and Cleanup Criteria
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NOTES:

1. ONLY DETECTED COMPOUNDS LISTED.
2. THE NJDEP RESIDENTIAL DIRECT SOIL CLEANUP CRITERIA FOR ARSENIC IS 20 mg/kg.

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Prepared By:  GZA GeoEnvironmental of New York Engineers and Scientists 104 West 25th Street, 10th Floor New York, New York 10001 (212) 264-5140 (212) 275-8180	Project Name: EXHIBIT-B1.dwg Project Mgr: DW Designed By: Dymon, G. M. Revision No.: Aug 17, 2012-11:28am	1 PARK EDGEWATER 45 RIVER ROAD EDGEWATER, NEW JERSEY RAA #1 Blocks 97 and 98 ISRA Case #E20030062 and #E20040267 Deed Notice	Project No. 410161318.08 Date: B1-2
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Location	Sample Depth, feet type	Method of Direct Contact Soil Chemistry	Method of Indirect Contact Soil Chemistry	Method of Groundwater Chemistry
CD-10-10-1	23.57	20	20	20

Location	Sample Depth, feet type	Method of Direct Contact Soil Chemistry	Method of Indirect Contact Soil Chemistry	Method of Groundwater Chemistry
CD-10-10-1	23.57	20	20	20

Location	Sample Depth, feet type	Method of Direct Contact Soil Chemistry	Method of Indirect Contact Soil Chemistry	Method of Groundwater Chemistry
CD-10-10-1	23.57	20	20	20

Location	Sample Depth, feet type	Method of Direct Contact Soil Chemistry	Method of Indirect Contact Soil Chemistry	Method of Groundwater Chemistry
CD-10-10-1	23.57	20	20	20

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CD-10-10-1	23.57	20	20	20

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CD-10-10-1	23.57	20	20	20

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CD-10-10-1	23.57	20	20	20

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CD-10-10-1	23.57	20	20	20

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CD-10-10-1	23.57	20	20	20

Location	Sample Depth, feet type	Method of Direct Contact Soil Chemistry	Method of Indirect Contact Soil Chemistry	Method of Groundwater Chemistry
CD-10-10-1	23.57	20	20	20

NOTES:

1. ONLY DETECTED COMPOUNDS LISTED.
2. THE NJDEP RESIDENTIAL DIRECT SOIL CLEANUP CRITERIA FOR ARSENIC IS 20 mg/kg.

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Prepared By: GZA
 GZA GeoEnvironmental
 2113 86-81-10 13th Floor
 2113 86-81-10 New York, New York 10011
 The Name: EXHIBIT-91.dwg
 Project No: 410161318.00
 Designated By: mgjuel;torres
 Revision: Aug 17, 2012-11:28am

1. PARK EDGEWATER
45 River Road
Edgewater, New Jersey
RAA #1
Blocks 97 and 98
ISRA Case #E20030062 and #E20040267
Deed Notice

Project No. 410161318.08
 Exhibit: B1-3

LOCATION LABORATORY DATE LAB SAMPLE ID	M-NUDECC mg/kg	M-RDCSC mg/kg	NR-RES-G12 LOC-110 LOC-110 mg/kg
2-Summary	1000	50	0.01
3-Summary	1000	100	0.05
4-Summary	7	1	0.0004
5-Summary	19	1	0.0005
6-Summary	1000	200	0.0003
7-Summary	1000	200	0.0003
8-Summary	1000	200	0.0003
9-Summary	1000	200	0.0003
10-Summary	1000	200	0.0003
11-Summary	1000	200	0.0003
12-Summary	1000	200	0.0003
13-Summary	1000	200	0.0003
14-Summary	1000	200	0.0003
15-Summary	1000	200	0.0003
16-Summary	1000	200	0.0003
17-Summary	1000	200	0.0003
18-Summary	1000	200	0.0003
19-Summary	1000	200	0.0003
20-Summary	1000	200	0.0003
21-Summary	1000	200	0.0003
22-Summary	1000	200	0.0003
23-Summary	1000	200	0.0003

LOCATION LABORATORY DATE LAB SAMPLE ID	M-NUDECC mg/kg	M-RDCSC mg/kg	NR-RES-G11 LOC-110 LOC-110 mg/kg
1-Summary	1000	100	0.02
2-Summary	1000	100	0.02
3-Summary	1000	100	0.02
4-Summary	1000	100	0.02
5-Summary	1000	100	0.02
6-Summary	1000	100	0.02
7-Summary	1000	100	0.02
8-Summary	1000	100	0.02
9-Summary	1000	100	0.02
10-Summary	1000	100	0.02
11-Summary	1000	100	0.02
12-Summary	1000	100	0.02
13-Summary	1000	100	0.02
14-Summary	1000	100	0.02
15-Summary	1000	100	0.02
16-Summary	1000	100	0.02
17-Summary	1000	100	0.02
18-Summary	1000	100	0.02
19-Summary	1000	100	0.02
20-Summary	1000	100	0.02
21-Summary	1000	100	0.02
22-Summary	1000	100	0.02
23-Summary	1000	100	0.02

Location	Sample Depth, feet typ	Laboratory Analytic, Total mg/kg
NR-RES-G13	(7-9)	190
NR-RES-G14	(7-9)	57
NR-RES-G15 OVER DIG 10 TO 12	(7-9)	190
NR-RES-G16 OVER DIG 10 TO 12	(7-9)	46
NR-RES-G17 OVER DIG 10 TO 12	(7-9)	190
NR-RES-G18 OVER DIG 10 TO 12	(7-9)	412
NR-RES-G19	(7-5-13)	190
NR-RES-G20	(7-5-13)	12
NR-RES-G21	(7-9)	200

Location	Sample Depth, feet typ	Laboratory Analytic, Total mg/kg
NR-RES-H12 OVER DIG	(7-9)	190
NR-RES-H13 OVER DIG 7 TO 9	(7-9)	100
NR-RES-H14	(7-9)	13
NR-RES-H15	(7-9)	210
NR-RES-H16	(7-9)	190
NR-RES-H17	(7-9)	180

Location	Sample Depth, feet typ	Laboratory Analytic, Total mg/kg
NR-RES-W-41	(7-9)	190
NR-RES-W-42	(7-9)	200

- NOTES:**
1. ONLY DETECTED COMPOUNDS LISTED.
 2. THE NUDECC CRITERIA FOR ARSENIC IS 20 mg/kg.
 3. NR-RDCSC REPRESENTS NEW JERSEY RESIDENTIAL DIRECT CONTACT SOIL CLEANUP CRITERIA.
 4. NR-IGSCC REPRESENTS NEW JERSEY IMPACT TO GROUNDWATER SOIL CLEANUP CRITERIA.
 5. SAMPLE G12 IS A SIDEWALL SAMPLE TAKEN AT A DEPTH OF 7-9 FEET BELOW GROUND SURFACE.
 6. SAMPLE G13 IS A BOTTOM SAMPLE TAKEN AT A DEPTH OF 8-10 FEET BELOW GROUND SURFACE.

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 <p>Prepared By: GZA GeoEnvironmental 1000 New York Avenue, Suite 1000 New York, NY 10001</p>	<p>1 PARK EDGEWATER 45 River Road Edgewater, New Jersey</p>
<p>Project No. 410161318.08</p>	<p>RAA #1 Blocks 97 and 98 #E20030062 and #E20040267 Deed Notice</p>
<p>Revision No. B1-9</p>	<p>Revision No. B1-9</p>

Exhibit C

Institutional and Engineering Controls

The Site has contaminants above the residential direct contact soil cleanup criteria; therefore the entire 6.4-acre parcel will be discussed in this deed notice. Institutional and engineering controls are both in place to prevent contact with the contaminated areas on-Site and to safeguard the health of the public and the environment due to the presence of historic fill material, residual fuel oil contaminated soils, and soils with arsenic above direct contact soil remediation standards. Institutional controls include the zoning of the site and the recording of this Deed Notice. Engineering controls consist of building foundations, asphalt, concrete and vegetative caps and eliminating the potential for direct contact with contaminants.

The Site is currently being redeveloped for residential and retail commercial purposes. Prior to the start of constructing the residential retail buildings, areas were excavated to remove pitch impacting groundwater and arsenic in soils over 600 ppm. These areas are shown on Exhibit B-1. Areas that were excavated were backfilled with clean fill.

The majority of the Site, with the exception of the footprint of the proposed buildings, will be paved with an asphalt or concrete cap which will be used as parking lots and sidewalks as part of development. Various areas will also be capped with landscaping. These caps function as a barrier to keep the contaminated soil from spreading and resurfacing due to site activities or soil erosion.

All current and subsequent owners, operators, and lessees will be advised of the conditions on this Site and will be provided copies of the Deed Notice. Until the areas of contamination are remediated to the New Jersey unrestricted use standards, the institutional and engineering controls and restrictions shall remain in place.

Exhibit C-1: Deed Notice and Institutional Controls

Institutional controls are in place to limit potential exposure to the soils in the restricted area. The Site is currently zoned mixed use residential and retail commercial purposes. Placement of this Deed Notice constitutes an institutional control, as described below.

This Deed Notice acts as an institutional control by placing use restrictions at the Site. First, the restricted areas must not be disturbed in order to prevent human contact with soil. The existing engineering controls shall remain in place and shall be maintained as needed to prevent contact with the contaminated soil. If the restricted area is to be disturbed, necessary and appropriate health and safety measures must be used when working within the restricted areas. At a minimum measures must include notifying the NJDEP and monitoring for dust and volatile organic compounds. A Soil Management Plan will be established prior to any soil intrusive work at the Site. Following any work, the restricted areas must be completed with engineering controls providing equivalent

protection against direct contact as do the existing controls, or remediated to unrestricted use levels.

Exhibit C-2: Engineering Controls – Pavement Capped Areas

The pavement cap covering the roads and parking lot areas of the Site, shall consist of compacted existing subgrade to 95% modified proctor density, 5-inch sub-base dense graded aggregate, 4-inch bituminous stabilized base course, topped with a 2-inches of bituminous concrete surface course.

Exhibit C-3: Engineering Controls – Concrete Capped Areas

The concrete cap covering the sidewalk areas, will consist of compacted existing subgrade, topped with a 4-inches of ¾-inch clean crushed stone and 4-inches class B concrete.

Exhibit C-4: Engineering Controls –Paver Area

The paver cap covering the walkway areas, will consist of compacted subgrade, a stabilization fabric layer, 6-inches of dense graded aggregate, 1-inch of concrete sand and topped with a 2-inch thick concrete precast pavers.

Exhibit C-5: Engineering Controls –Building Capped Area

The buildings will be brought up approximately 3-4 feet from ground surface with clean fill and gravel. The concrete slab will be 8-inches thick and have a gas vapor barrier and ventilation system consisting of 8-inches of crushed stone, a nonwoven drainage geotextile layer and a minimum of 25-mil HDPE and 5-inches of concrete on top of the gas vapor barrier and ventilation system. Schedule 40 PVC embedded in the coarse granular layer will elbow 90 degrees penetrating the concrete slab. At the 90 degree elbow there will be a sealant applied on top of the HDPE.

Exhibit C-6: Engineering Controls – Landscape Capped Areas

Landscaped areas will consist of a 6-inch drainage layer and 18-inches of certified clean fill/top soil to protect the public from direct exposure to contaminants in the soil. The vegetation will consist of evergreen tress such as, White Pine and Serbian Spruce, ornamental trees such as Shadblow Serviceberry and Himalayan Birch, shade trees such as Chanticleer Pear and shrubs such as Skyrocket Juniper, Morning Light Miscanthus, Blue Knoll Caryopteris.

A diagram of the engineering controls is included as Exhibit C-2 and C-6.

Monitoring and Inspection

At a minimum, the responsible party will monitor the engineering controls, including the Deed Notice, Fenced Areas and Capped Areas, (in the spring and in the fall) of the entire Site. During the site inspection, the integrity of the caps over the restricted use areas will be evaluated. Impermeable capped areas including the building foundation, sidewalks and asphalt will be examined for cracking, damage, loss and wear. Vegetative capped areas will be routinely evaluated for erosion and stressed vegetation. The responsible party will maintain a regular schedule for mowing and maintaining vegetative growth and reseeded/replanting on an as needed basis.

The results of each inspection and any maintenance of or disturbances to the engineering controls shall be documented either in a logbook retained on-Site and shall include dates of the inspection, name of the inspector, results of the inspection and condition of the engineering controls. If it is not possible to visually evaluate the integrity/performance of the engineering controls, sampling may be necessary. Documentation shall be maintained on-Site and made available to NJDEP on request.

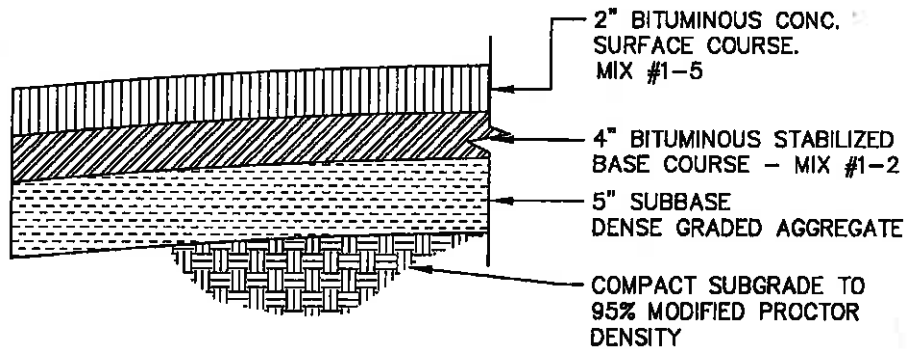
If any new standards, regulations or laws applying to the Site necessitate additional sampling at the Site in order to evaluate the protectiveness of the remedial action a sampling plan will be established with a health and safety plan.

Maintenance

Maintenance will be conducted as necessary to maintain the integrity of the caps and fencing. Following the required inspections, as detailed above, the caps over the restricted use areas will be maintained, and any unacceptable cracks, damage, or missing pavement will be repaired or replaced. Fencing will be repaired, after inspection, as necessary to ensure unauthorized site access.


Reporting

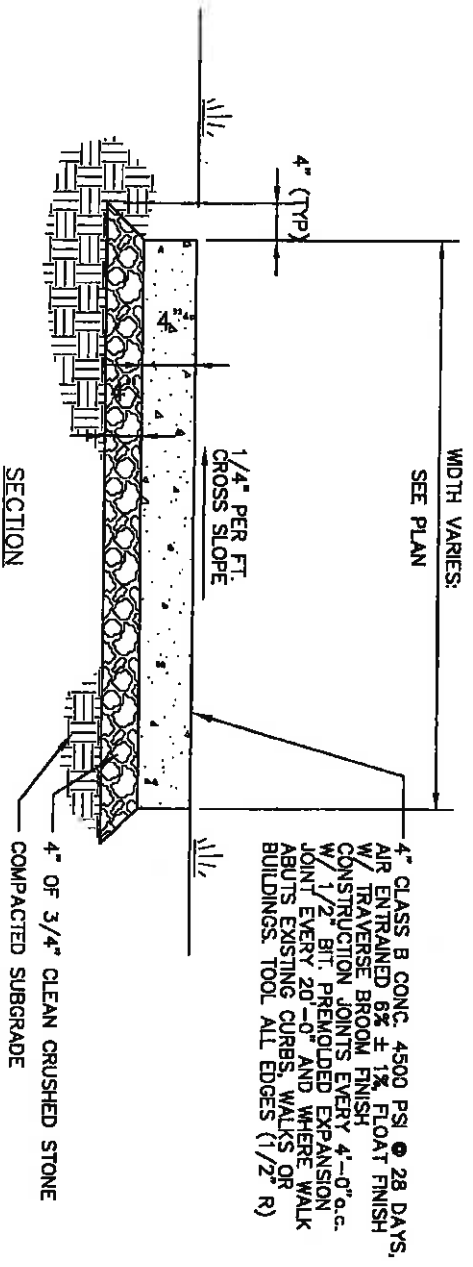
Pursuant to N.J.S.A. 58:10B-13.1, the responsible party shall submit to the NJDEP, a certification of the continued protectiveness of the institutional and engineering controls, on a biennial schedule. The biennial certification shall document the specific monitoring and maintenance activities conducted to maintain the engineering controls; that the current land use at the Property is consistent with the restrictions in the Deed Notice; and that the institutional and engineering controls at the Property continue to be protective of the public health and safety and of the environment.



PAVEMENT DETAIL
NOT TO SCALE

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Prepared By:  GZA GeoEnvironmental of New York Engineers and Scientists (212) 594-8140 104 West 29th Street, 10th Floor (212) 278-8180 New York, New York 10001 File Name: exhibit C-2.dwg Project Mgr: DW Reviewed By: CEO Designed By: PM Drawn By: MT Revision No.: Date/Time Revised: Rev. Aug 17, 2012-11:34am	L PARK EDGEWATER 45 River Road Edgewater, New Jersey	NOT TO SCALE
	Pavement Details Blocks 97 and 98 ISRA CASE #E20030062 and #E20040267	Project No. 410181318.08
	Deed Notice	Exhibit C-2



CONCRETE SIDEWALK
 NOT TO SCALE

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<p>Prepared By: GZA GeoEnvironmental 100 Park Avenue, 28th Floor New York, NY 10017 (212) 594-8140 (212) 279-8190</p>	<p>Project Name: orbit C-3.dwg</p>
<p>Project Mgr: DW Design By: MT Revision No.: Rev.</p>	<p>Reviewed By: CEO Drawn By: MT Date/Time Released: Aug 17, 2012-11:35am</p>
<p>L PARK EDGEWATER 45 River Road Edgewater, New Jersey</p>	<p>Project No.: 410161318.08</p>
<p>Concrete Sidewalk Details Blocks 97 and 98 ISRA Case #E20030062 and #E20040267</p>	<p>Exhibit: C-3</p>
<p>Deed Notice</p>	<p>NOT TO SCALE</p>

© 2011 - GZA GeoEnvironmental, Inc. GZA-J:\161300\41.0161318.00\Figures\CAD\DRAW DRAFT DEED NOTICE - RAA-1\exhibit C-4.dwg [C-4] August 17, 2012 - 11:35am miguel.torres

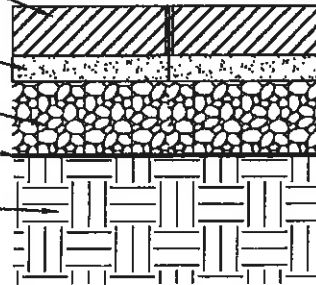
PRECAST CONC. PAVER 2" THICK PER DETAILS
 HAND TIGHT JOINTS, SAND SWEPT

1" CONC. SAND SETTING BED

6" DENSE GRADED AGGREGATE

STABILIZATION FABRIC-
MIRAFI 180N


COMPACTED SUBGRADE TO 95%
MODIFIED PROCTOR DENSITY



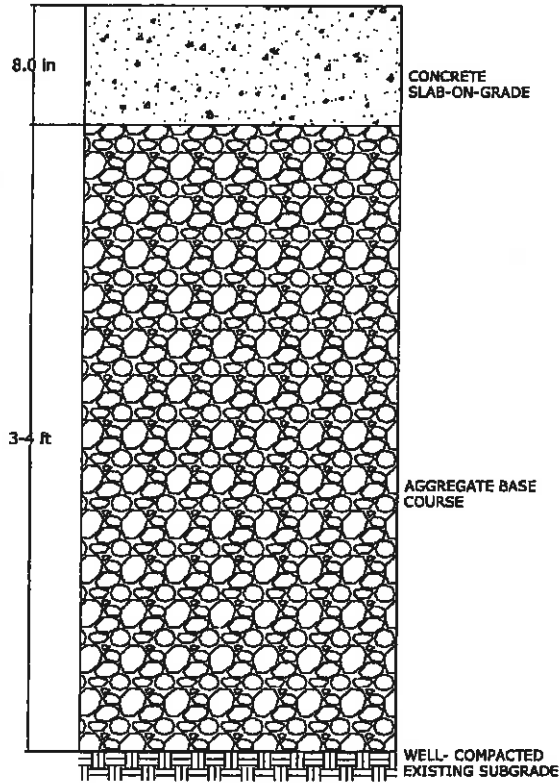
30"x30" PAVER DETAIL

NOT TO SCALE

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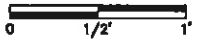
Prepared By:  GZA <i>GeoEnvironmental of New York Engineers and Scientists</i> (212) 594-8140 104 West 29th Street, 10th Floor (212) 278-6180 New York, New York 10001	I PARK EDGEWATER 45 River Road Edgewater, New Jersey	NOT TO SCALE
File Name: exhibit C-4.dwg	30" X 30" Paver Detail Blocks 97 and 98 ISRA CASE #E20030062 and #E20040267	Project No. 410161318.08
Project Mgr: DW Designed By: PM Reviewed By: CEO Drawn By: MT	Deed Notice	Exhibit C-4
Revision No.: Rev.	Date/Time Revised: Aug 17, 2012-11:35am	

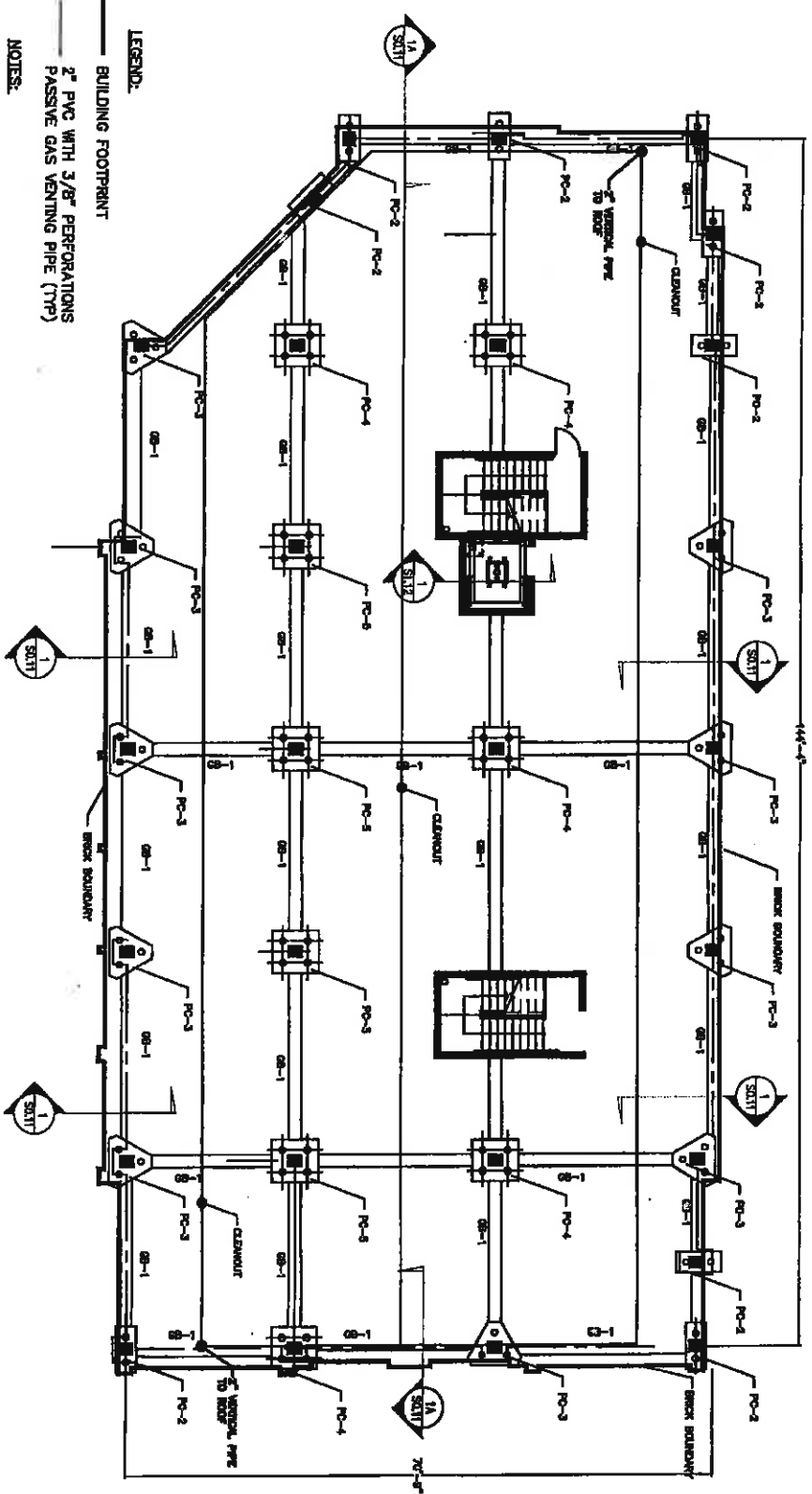
GZA-J:\161300's\41.0161318.00\Figures\CAD\DRAWING\DEED NOTICE - RAA-1\exhibit C-5-1.dwg [C-5-1] August 17, 2012 - 11:36am mfguel.torres



CONCRETE BUILDING CAP SECTION

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Prepared By:  GZA GeoEnvironmental of New York Engineers and Scientists (212) 594-8140 104 West 29th Street, 10th Floor (212) 279-8180 New York, New York 10001	L PARK EDGEWATER 45 River Road Edgewater, New Jersey		 SCALE: 1" = 1'
	Concrete Building Cap Blocks 97 and 98 ISRA CASE #E20030062 and #E20040267		
	File Name: exhibit C-5-1.dwg	Deed Notice	

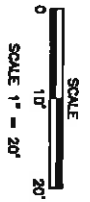


- LEGEND:**
- BUILDING FOOTPRINT
 - 2" PVC WITH 3/8" PERFORATIONS
 - PASSIVE GAS VENTING PIPE (TYP)

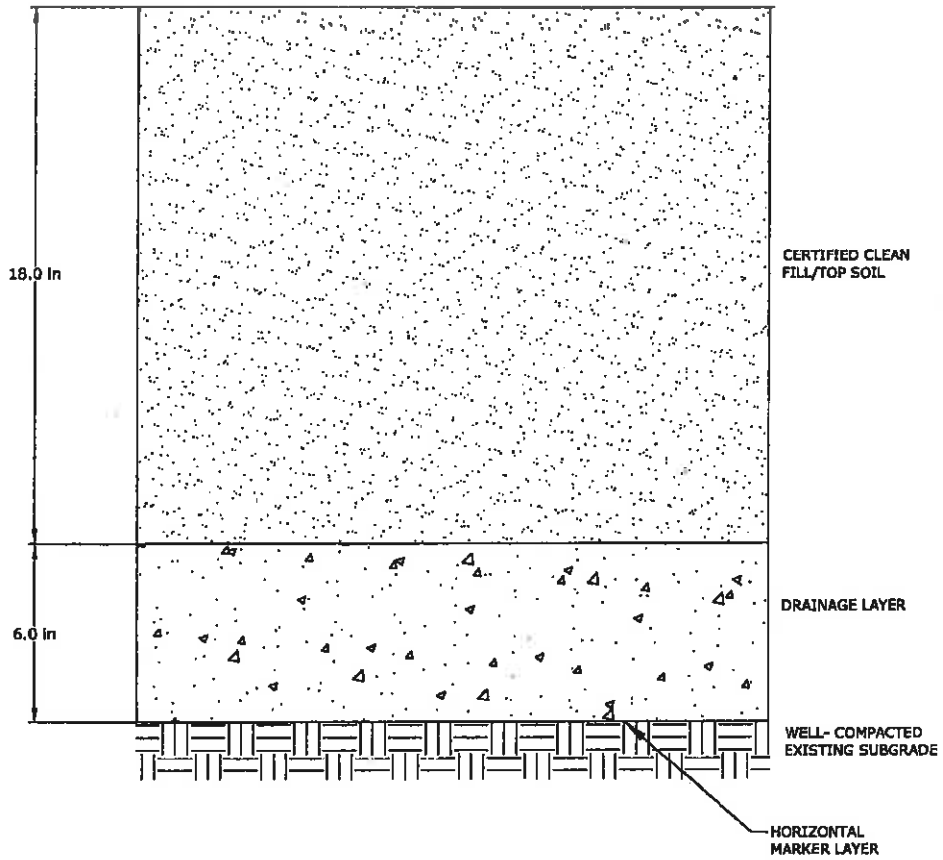
- NOTES:**
1. DATUM FOR ALL ELEVATIONS GIVEN BASED ON MAIN BUILDING FLOOR SLAB SHALL BE USGS ELEVATION 8.30' = 0.0'
 2. FOR PILE CAP AND GRADE BEAM DETAILS SEE SH S-0.11

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<p>Prepared By: GZA GeoEnvironmental of New York Highways and Sciences (212) 694-8140 104 West 28th Street, 10th Floor (212) 278-8180 New York, New York 10001</p>		<p>1 PARK EDGEWATER 45 River Road Edgewater, New Jersey</p>	
<p>Project Mgr: DW Reviewed By: CEO Designed By: PA Drawn By: MT</p>		<p>Gas Vapor Barrier and Ventilation System Blocks 97 and 98 ISRA CASE #E20030062 and #E20040267</p>	
<p>Revision No.: Aug 17, 2012-11:37am</p>		<p>Project No.: 410161318.08 Figure No.: C-5-2A</p>	



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TYPICAL SOIL CAP SECTION

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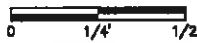
Prepared By:  GZA <i>GeoEnvironmental of New York Engineers and Scientists</i> (212) 594-8140 104 West 29th Street, 10th Floor (212) 278-8180 New York, New York 10001	1 PARK EDGEWATER 45 River Road Edgewater, New Jersey	 SCALE: 2" = 1'
	Typical Soil Cap Blocks 97 and 98 ISRA Case #E20030062 and #E20040267	Project No. 410161318.08
	Deed Notice	Exhibit C-6
File Name: exhibit C-6.dwg	Project Mgr: DW Reviewed By: CEO Designed By: PM Drawn By: MT	
Revision No.: Rev.	Date/Time Revised: Aug 17, 2012-11:39am	

Exhibit D

As-Built Conditions Engineering Controls

The entire Site contains contaminants above the New Jersey State Department of Environmental Protection's (NJDEP) residential direct-contact soil cleanup criteria and the NJDEP's residential soil remediation standards where applicable. Areas with arsenic were excavated to a remediation level agreed upon by the NJDEP of 600 ppm. Soft pitch was also excavated from areas around the soil borings GZA-1A and GZA-2. Areas that were excavated were filled with 1/4-inch gravel. Impermeable caps and a vegetative cap will completely cover the Site.

Capped Areas

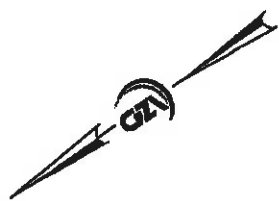
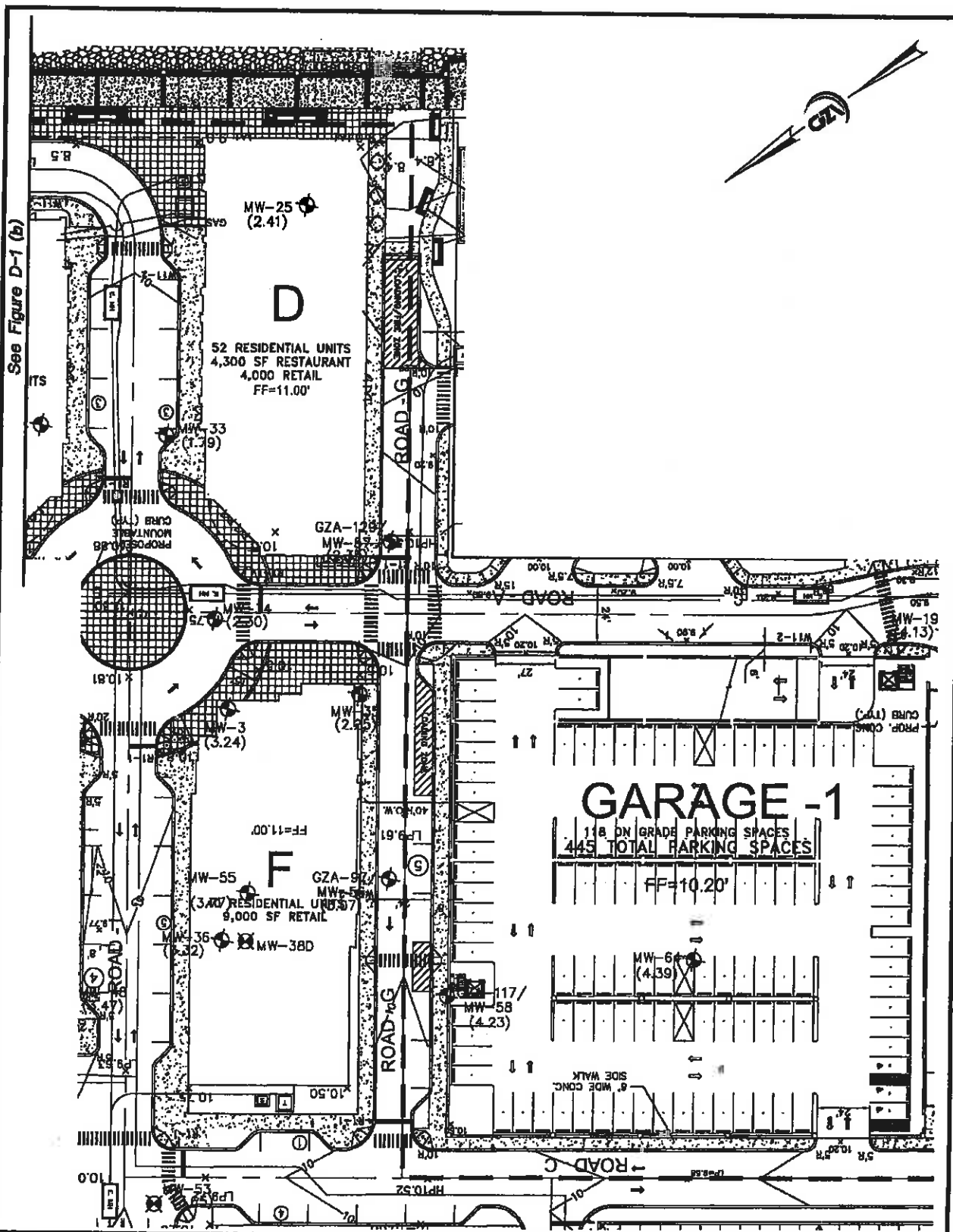
The entire Site will be covered with pavement, concrete sidewalks, pavers, landscaping and/or the Buildings B, C-1, D and F and Garage-1, as shown on Exhibit D-1.

The buildings will be brought up approximately 3-4 feet from ground surface with clean fill and gravel. The concrete slab will be 8-inches thick and have a gas vapor barrier and ventilation system consisting of 8-inches of crushed stone, a nonwoven drainage geotextile layer and a minimum of 25-mil HDPE and 5-inches of concrete on top of the gas vapor barrier and ventilation system. Schedule 40 PVC embedded in the coarse granular layer will elbow 90 degrees penetrating the concrete slab. At the 90 degree elbow there will be a sealant applied on top of the HDPE.

The pavement cap covering the roads and parking lot areas of the Site, shall consist of compacted existing subgrade to 95% modified proctor density, 5-inch sub-base dense graded aggregate, 4-inch bituminous stabilized base course, topped with a 2-inches of bituminous concrete surface course. The concrete cap covering the sidewalk areas, will consist of compacted existing subgrade, topped with a 4-inches of 3/4-inch clean crushed stone and 4-inches class B concrete. The paver cap covering the walkway areas, will consist of compacted subgrade, a stabilization fabric layer, 6-inches of dense graded aggregate, 1-inch of concrete sand and topped with a 2-inch thick concrete precast pavers.

Landscaped areas will consist of a 6-inch drainage layer and 18-inches of certified clean fill/top soil to protect the public from direct exposure to contaminants in the soil. The vegetation will consist of evergreen trees such as, White Pine and Serbian Spruce, ornamental trees such as Shadblow Serviceberry and Himalayan Birch, shade trees such as Chanticleer Pear and shrubs such as Skyrocket Juniper, Morning Light Miscanthus, Blue Knoll Caryopteris.

Z:\A\161300\A\1.0161318.00\Figures\CAD\DEED NOTICE RAA-1 7-2011\EXHIBIT-D-1.dwg [RAA-1 D-1 (c)] August 17, 2012 -- 11:40am miquel.terra
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See Figure D-1 (b)

Prepared By:  **GZA**
 Geotechnical
 of New York
 Engineers and Scientists
 (212) 584-8140 104 West 28th Street, 10th Floor
 (212) 278-8180 New York, New York 10001
 File Name: EXHIBIT-D-1.dwg
 Project Mgr: DW Reviewed By: CEO
 Designed By: PM Drawn By: MT
 Revision No.: 1 Date/Time Revised: Aug 17, 2012--11:40am

L PARK EDGEWATER
 45 River Road
 Edgewater, New Jersey
Proposed Site Redevelopment
Blocks 97 and 98
ISRA CASE #E20030062 and #E20040267
Deed Notice

SCALE
 0 30' 60'
 SCALE 1" = 60'
 Project No. **410161318.08**
 Exhibit No. **D-1 (a)**

2
56-593



12-114231.05 Deed
V Bk: 01211 Pg: 2110-2165 Rec. Fee \$593.00
John S. Hogan, Bergen County Clerk
Recorded 12/06/2012 11:33:34 AM

**DEED NOTICE
REMEDIAL ACTION AREA #1
45 RIVER ROAD
EDGEWATER, NEW JERSEY
ISRA CASE #E20030062 and
#E20040267**

PREPARED FOR:

New Jersey Department of Environmental Protection
Bureau of Industrial Site Remediation
401 East State Street
P.O. Box 432
Trenton, New Jersey 08625

PREPARED On behalf of and by:

i.park Edgewater, LLC
One Main Street Edgewater LLC
Two Main Street Edgewater LLC
Four Main Street Edgewater LLC
Edgewater Lofts LLC
485 West Putnam Avenue
Greenwich, Connecticut 06830

By: _____
Printed Name: Joseph Cotter, President
August 2012
File No. 41.0161318.08

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**Record & Return
Madison Title Agency LLC
1175 Ocean Avenue
Lakewood, NJ 07034**

080135

Deed Notice

IN ACCORDANCE WITH N.J.S.A. 58:10B-13, THIS DOCUMENT IS TO BE RECORDED IN THE SAME MANNER AS ARE DEEDS AND OTHER INTERESTS IN REAL PROPERTY.

Prepared by: _____

Joseph Cotter, President

Recorded by:

[Signature, Officer of County Recording Office]

[Print name below signature]

DEED NOTICE

This Deed Notice is made as of the 2nd day of October, 2012, by *i.Park Edgewater, LLC, One Main Street Edgewater LLC, Two Main Street Edgewater LLC, Four Main Street Edgewater LLC and Edgewater Lofts LLC* (together with his/her/its/their successors and assigns, collectively "Owner").

1. THE PROPERTY. *i.Park Edgewater, LLC, One Main Street Edgewater LLC, Two Main Street Edgewater LLC, Four Main Street Edgewater LLC and Edgewater Lofts LLC*, each of 485 West Putnam Avenue, Greenwich, Connecticut 06830 are the owners in fee simple of certain real property designated as Blocks 97 and 98 and Lots 1.03, 1.04, 1.05, 1.06, 1.07, 1.10 and 1.11 on the tax map of the Borough of Edgewater, Bergen County; the New Jersey Department of Environmental Protection Program Interest Number (Preferred ID) for the site 015891; and the property is more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "Property").

2. DEPARTMENT'S ASSIGNED BUREAU. The Bureau of Industrial Site Remediation was the New Jersey Department of Environmental Protection program that was responsible for the oversight of the remediation of the Property. The matter was Case No. #E20030062 and E20040267.

3. SOIL CONTAMINATION. *i.Park Edgewater, LLC* has remediated contaminated soil at the Property, and the New Jersey Department of Environmental Protection approved a remedial action on the 9 day of July 2012. such that soil contamination remains in certain areas of the Property which contains contaminants in concentrations that do not allow for the unrestricted use of the Property; this soil contamination is described, including the type, concentration and specific location of such contaminants, in Exhibit B, which is attached hereto and made a part

hereof. As a result, there is a statutory requirement for this Deed Notice and engineering controls in accordance with N.J.S.A. 58:10B-13.

4. **CONSIDERATION.** In accordance with the New Jersey Department of Environmental Protection's approval of the remedial action work plan for the remediation of the site which included the Property, and in consideration of the terms and conditions of that approval, and other good and valuable consideration, Owner has agreed to subject the Property to certain statutory and regulatory requirements which impose restrictions upon the use of the Property, to restrict certain uses of the Property, and to provide notice to subsequent owners, lessees and operators of the restrictions and the monitoring, maintenance, and biennial certification requirements outlined in this Deed Notice and required by law, as set forth herein.

5A. **RESTRICTED AREAS.** Due to the presence of these contaminants, the Owner has agreed, as part of the remedial action for the Property, to restrict the use of certain parts of the Property (the "Restricted Areas"); a narrative description of these restrictions, along with the associated monitoring and maintenance activities and the biennial certification requirements are provided in Exhibit C, which is attached hereto and made a part hereof. The Owner has also agreed to maintain a list of these restrictions on site for inspection by governmental enforcement officials.

5B. **ENGINEERING CONTROLS.** Due to the presence and concentration of these contaminants, the Owner has also agreed, as part of the remedial action for the Property, to the placement of certain engineering controls on the Property; a narrative description of these engineering controls, along with the associated monitoring and maintenance activities and the biennial certification requirements are provided in Exhibit C.]

6A. **ALTERATIONS, IMPROVEMENTS, AND DISTURBANCES.**

i. Except as provided in Paragraph 6B, below, no person shall make, or allow to be made, any alteration, improvement, or disturbance in, to, or about the Property which disturbs any engineering control at the Property without first obtaining the express written consent of the Department of Environmental Protection. Nothing herein shall constitute a waiver of the obligation of any person to comply with all applicable laws and regulations including, without limitation, the applicable rules of the Occupational Safety and Health Administration. To request the consent of the Department of Environmental Protection, contact:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance, and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413

ii. Notwithstanding subparagraph 6A.i., above, the Department of Environmental Protection's express written consent is not required for any alteration, improvement, or disturbance provided that the owner, lessee or operator:

(A) Notifies the Department of Environmental Protection of the activity by calling the DEP Hotline, at 1-877-WARN-DEP or 1-877-927-6337, within twenty-four (24) hours after the beginning of each alteration, improvement, or disturbance;

(B) Restores any disturbance of an engineering control to pre-disturbance conditions within sixty (60) calendar days after the initiation of the alteration, improvement or disturbance;

(C) Ensures that all applicable worker health and safety laws and regulations are followed during the alteration, improvement, or disturbance, and during the restoration;

(D) Ensures that exposure to contamination in excess of the applicable remediation standards does not occur;

(E) Submits a written report, describing the alteration, improvement, or disturbance, to the Department of Environmental Protection within sixty (60) calendar days after the end of each alteration, improvement, or disturbance. The owner, lessee or operator shall include in the report the nature of the alteration, improvement, or disturbance, the dates and duration of the alteration, improvement, or disturbance, the name of key individuals and their affiliations conducting the alteration, improvement, or disturbance, a description of the notice the Owner gave to those persons prior to the disturbance, the amounts of soil generated for disposal, if any, the final disposition and any precautions taken to prevent exposure. The owner, lessee, or operator shall submit the report to:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance, and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413

6B. EMERGENCIES. In the event of an emergency which presents, or may present, an unacceptable risk to the public health and safety, or to the environment, any person may temporarily breach any engineering control provided that that person complies with each of the following:

i. Immediately notifies the Department of Environmental Protection of the emergency, by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;

ii. Limits both the actual disturbance and the time needed for the disturbance to the minimum reasonably necessary to adequately respond to the emergency;

iii. Implements all measures necessary to limit actual or potential, present or future risk of exposure to humans or the environment to the contamination;

iv. Notifies the Department of Environmental Protection when the emergency has ended by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;

v. Restores the engineering control to the pre-emergency conditions as soon as possible, and provides a written report to the Department of Environmental Protection of such emergency and restoration efforts within sixty (60) calendar days after completion of the restoration of the engineering control. The report must include all information pertinent to the emergency, potential discharges of contaminants, and restoration measures that were implemented, which, at a minimum, should specify: (a) the nature and likely cause of the emergency, (b) the potential discharges of or exposures to contaminants, if any, that may have occurred, (c) the measures that have been taken to mitigate the effects of the emergency on human health and the environment, (d) the measures completed or implemented to restore the engineering control, and (e) the changes to the engineering control or site operation and maintenance plan to prevent reoccurrence of such conditions in the future. The owner, lessee, or operator shall submit the report to:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance, and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413]

7A. MONITORING AND MAINTENANCE OF DEED NOTICE, AND PROTECTIVENESS CERTIFICATION. The persons in any way responsible, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11a et seq., for the hazardous substances that remain at the Property, the persons responsible for conducting the remediation, the Owner, and the subsequent owners, lessees, and operators, shall monitor and maintain this Deed Notice, and certify to the Department on a biennial basis that the remedial action that includes this Deed Notice remains protective of the public health and safety and of the environment. The subsequent owners, lessees and operators have this obligation only during their ownership, tenancy, or operation. The specific obligations to monitor and maintain the deed notice shall include all of the following:

i. Monitoring and maintaining this Deed Notice according to the requirements in Exhibit C, to ensure that the remedial action that includes the Deed Notice continues to be protective of the public health and safety and of the environment;

ii. Conducting any additional remedial investigations and implement any additional remedial actions, that are necessary to correct, mitigate, or abate each problem related to the protectiveness of the remedial action for the site prior to the date that the certification is due

to the Department pursuant to iii, below, in order to ensure that the remedial action that includes this Deed Notice remains protective of the public health and safety and of the environment.

iii. Certify to the Department of Environmental Protection as to the continued protectiveness of the remedial action that includes this Deed Notice, on a form provided by the Department and consistent with N.J.A.C. 7:26C-1.2 (a)1, every two years on the anniversary of the date stamped on the deed notice that indicates when the deed notice was recorded;

7B. MONITORING AND MAINTENANCE OF ENGINEERING CONTROLS, AND PROTECTIVENESS CERTIFICATION. The persons in any way responsible, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11a et seq., for the hazardous substances that remain at the Property, the person responsible for conducting the remediation, and, the Owner, and the subsequent owners, lessees, and operators, shall maintain all engineering controls at the Property and certify to the Department on a biennial basis that the remedial action of which each engineering control is a part remains protective of the public health and safety and of the environment. The subsequent owners, lessees and operators have this obligation only during their ownership, tenancy, or operation. The specific obligations to monitor and maintain the engineering controls shall include the following:

i. Monitoring and maintaining each engineering control according to the requirements in Exhibit C, to ensure that the remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment;

ii. Conducting any additional remedial investigations and implement any additional remedial actions, that are necessary to correct, mitigate, or abate each problem related to the protectiveness of the remedial action for the Property prior to the date that the certification is due to the Department pursuant to iii, below, in order to ensure that the remedial action that includes the engineering control remains protective of the public health and safety and of the environment.

iii. Certify to the Department of Environmental Protection as to the continued protectiveness of the remedial action that includes the engineering control, on a form provided by the Department and consistent with N.J.A.C. 7:26C-1.2 (a)1, every two years on the anniversary of the date stamped on the deed notice that indicates when the deed notice was recorded.

8. ACCESS. The Owner and the subsequent owners, lessees and operators agree to allow the Department, its agents and representatives access to the Property to inspect and evaluate the continued protectiveness of the remedial action that includes this Deed Notice and to conduct additional remediation to ensure the protection of the public health and safety and of the environment if persons responsible for monitoring the protectiveness of the remedial action, as described in Paragraph 7, above, fail to conduct such remediation pursuant to this Deed Notice as required by law. The Owner, and the subsequent owners and lessees, shall also cause all leases,

subleases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring that all holders thereof provide such access to the Department.

9. NOTICES.

i. The Owner and the subsequent owners and lessees, shall cause all leases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring all holders thereof to take the Property subject to the restrictions contained herein and to comply with all, and not to violate any of the conditions of this Deed Notice. Nothing contained in this Paragraph shall be construed as limiting any obligation of any person to provide any notice required by any law, regulation, or order of any governmental authority.

ii. Owner and all subsequent owners and lessees shall notify any person intending to conduct invasive work or excavate within the Restricted Areas at the Property, including, without limitation, tenants, employees of tenants, and contractors of the nature and location of contamination in the Restricted Areas, and, of the precautions necessary to minimize potential human exposure to contaminants.

iii. The Owner and the subsequent owners shall provide written notice to the Department of Environmental Protection at least thirty (30) calendar days before the effective date of any conveyance, grant, gift, or other transfer, in whole or in part, of the owner's interest in the Restricted Area.

iv. The Owner and the subsequent owners shall provide written notice to the Department within thirty (30) calendar days following the owner's petition for or filing of any document initiating a rezoning of the Property. The Owner and the subsequent owners shall submit the written notice to:

Department of Environmental Protection
Division of Remediation Management and Response
Bureau of Operation, Maintenance, and Monitoring
Deed Notice Inspection Program
P.O. Box 413
401 E. State Street
Trenton, NJ 08625-0413.

10. ENFORCEMENT OF VIOLATIONS.

i. This Deed Notice itself is not intended to create any interest in real estate in favor of the Department of Environmental Protection, nor to create a lien against the Property, but merely is intended to provide notice of certain conditions and restrictions on the Property and to reflect the regulatory and statutory obligations imposed as a conditional remedial action for this site.

ii. The restrictions provided herein may be enforceable solely by the Department against any person who violates this Deed Notice. To enforce violations of this Deed Notice, the

Department may initiate one or more enforcement actions pursuant to N.J.S.A. 58:10-23.11u and require additional remediation and assess damages pursuant to N.J.S.A. 58:10-23.11g.

11. SEVERABILITY. If any court of competent jurisdiction determines that any provision of this Deed Notice requires modification, such provision shall be deemed to have been modified automatically to conform to such requirements. If a court of competent jurisdiction determines that any provision of this Deed Notice is invalid or unenforceable and the provision is of such a nature that it cannot be modified, the provision shall be deemed deleted from this instrument as though the provision had never been included herein. In either case, the remaining provisions of this Deed Notice shall remain in full force and effect.

12. SUCCESSORS AND ASSIGNS. This Deed Notice shall be binding upon Owner and upon Owner's successors and assigns, and subsequent owners, lessees and operators while each is an owner, lessee, or operator of the Property.

13. MODIFICATION AND TERMINATION.

i. Any person may request in writing, at any time, that the Department modify this Deed Notice where performance of subsequent remedial actions, a change of conditions at the Property, or the adoption of revised remediation standards suggest that modification of the Deed Notice would be appropriate.

ii. Any person may request in writing, at any time, that the Department terminate this Deed Notice because the conditions which triggered the need for this Deed Notice are no longer applicable.

iii. This Deed Notice may be revised or terminated only upon filing of an instrument, executed by the Department, in the office of the County Clerk of Bergen County, New Jersey, expressly modifying or terminating this Deed Notice.

14A. EXHIBIT A. Exhibit A includes the following maps of the Property and the vicinity:

i. Exhibit A-1: Site Location Map - A map that identifies the location of the Site and important geographical features in the area of the Property;

ii. Exhibit A-2: Metes and Bounds Description - A metes and bounds description of the Property, including reference to tax lot and block numbers for the Property;

iii. Exhibit A-3: Property Map - A scaled map of the Property, scaled at one inch to 200 feet or less, and if more than one map is submitted, the maps shall be presented as overlays, keyed to a base map; and the Property Map shall include diagrams of major surface topographical features such as buildings, roads, and parking lots.

14B. EXHIBIT B. Exhibit B includes the following descriptions of the Restricted Areas:

i. Exhibit B-1: Restricted Area Map - A separate map for each restricted area that includes:

(A) As-built diagrams of each engineering control, including caps, fences, slurry walls, ground water monitoring wells, and ground water pumping system;

(B) As-built diagrams of any buildings, roads, parking lots and other structures that function as engineering controls; and

(C) Designation of all soil and sediment sample locations within the restricted areas that exceed any soil or sediment standard that are keyed into one of the summary data tables on the figures described in the following paragraph.

ii. Exhibit B1-1 through B1-10: Restricted Area Summary Data Table Figures - A separate summary table for each sample location that includes:

(A) Sample location designation from Restricted Area map (Exhibit B-1);

(B) Sample depth below ground surface;

(C) Name of each detected contaminant;

(D) The restricted direct contact soil clean up criteria and impact to groundwater soil clean up criteria for each contaminant in the table; and

(E) The remaining concentration of each contaminant at each sample location at each depth or if historic fill, include data from the Department's default concentrations at N.J.A.C. 7:26E-4.6, Table 4-2.

14C. EXHIBIT C. Exhibit C includes narrative descriptions of the institutional controls and engineering controls as follows:

i. Exhibit C-1: Deed Notice as Institutional Control: Exhibit C-1 includes a narrative description of the restriction and obligations of this Deed Notice that are in addition to those describe above, as follows:

(A) General Description of this Deed Notice:

(1) Description and estimated size of the Restricted Areas as described above;

(2) Description of the restrictions on the Property by operation of this Deed Notice; and

(3) The objective of the restrictions.

(B) Description of the monitoring necessary to determine whether:

(1) Any disturbances of the soil in the Restricted Areas did not result in the unacceptable exposure to the soil contamination;

(2) There have been any land use changes subsequent to the filing of this Deed Notice or the most recent biennial certification, whichever is more recent;

(3) The current land use on the Property is consistent with the restrictions in this Deed Notice;

(4) Any newly promulgated or modified requirements of applicable regulations or laws apply to the site; and

(5) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) Land use at the Property is consistent with the restrictions in this Deed Notice; and

(3) The remedial action that includes this Deed Notice continues to be protective of the public health and safety and of the environment.

ii. Exhibit C-2: Asphalt Capped Areas: Exhibit C-2 includes a narrative description of asphalt capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B); above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

iii. Exhibit C-3: Concrete Capped Areas: Exhibit C-3 includes a narrative description of concrete capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

iv. Exhibit C-4: Paver Capped Areas: Exhibit C-2 includes a narrative description of paver capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

v. Exhibit C-5: Building Capped Areas: Exhibit C-5 includes a narrative description of building capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

vi. Exhibit C-6: Landscaped Capped Areas: Exhibit C-6 includes a narrative description of landscaped capped areas as follows:

(A) General Description of the engineering control:

(1) Description of the engineering control;

(2) The objective of the engineering control; and

(3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/ performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Deed Notice, and conduct the necessary sampling.

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Deed Notice;

(2) The engineering controls continue to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

15. SIGNATURES. IN WITNESS WHEREOF, Owner has executed this Deed Notice as of the date first written above.

ATTEST:

[Signature]
[Signature]

I.PARK EDGEWATER, LLC

By [Signature]
Name: Joseph Cotter
Title: President

ATTEST:

[Signature]
[Signature]

ONE MAIN STREET EDGEWATER LLC

By [Signature]
Name: Joseph Cotter
Title: President

ATTEST:

[Signature]
[Signature]

TWO MAIN STREET EDGEWATER LLC

By [Signature]
Name: Joseph Cotter
Title: President

ATTEST:

[Signature]
[Signature]

FOUR MAIN STREET EDGEWATER LLC

By [Signature]
Name: Joseph Cotter
Title: President

ATTEST:

[Signature]
[Signature]

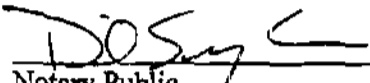
EDGEWATER LOFTS LLC

By [Signature]
Name: Joseph Cotter
Title: President

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

I, the undersigned, a Notary Public, do hereby certify that JOSEPH COTTER, personally known to me or proved to me on the basis of satisfactory evidence to be the President of i.Park Edgewater, LLC, a Delaware limited liability company (the "Company"), whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that as such President he signed and delivered the said document on behalf of said Company, pursuant to authority given by the members of said Company, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 2nd day of October, 2012.

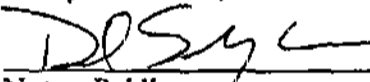


Notary Public
Type or Print Name:
My commission expires
DANIEL SCHUYLER
Notary Public, State of New York
No. 01SC5084025
Qualified in Orange County
Commission Expires Aug. 25, 2013

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

I, the undersigned, a Notary Public, do hereby certify that JOSEPH COTTER, personally known to me or proved to me on the basis of satisfactory evidence to be the President of One Main Street Edgewater LLC, a Delaware limited liability company (the "Company"), whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that as such President he signed and delivered the said document on behalf of said Company, pursuant to authority given by the members of said Company, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 2nd day of October, 2012.

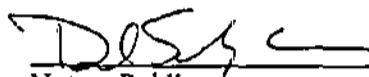


Notary Public
Type or Print Name:
My commission expires
DANIEL SCHUYLER
Notary Public, State of New York
No. 01SC5084025
Qualified in Orange County
Commission Expires Aug. 25, 2013

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

I, the undersigned, a Notary Public, do hereby certify that JOSEPH COTTER, personally known to me or proved to me on the basis of satisfactory evidence to be the President of Two Main Street Edgewater, LLC, a Delaware limited liability company (the "Company"), whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that as such President he signed and delivered the said document on behalf of said Company, pursuant to authority given by the members of said Company, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 2nd day of October, 2012.




Notary Public
Type or Print Name:
My commission expires
DANIEL SCHUYLER
Notary Public, State of New York
No. 01SC5084025
Qualified In Orange County
Commission Expires Aug. 25, 2013

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

I, the undersigned, a Notary Public, do hereby certify that JOSEPH COTTER, personally known to me or proved to me on the basis of satisfactory evidence to be the President of Four Main Street Edgewater LLC, a Delaware limited liability company (the "Company"), whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that as such President he signed and delivered the said document on behalf of said Company, pursuant to authority given by the members of said Company, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 2nd day of October, 2012.




Notary Public
Type or Print Name:
My commission expires
DANIEL SCHUYLER
Notary Public, State of New York
No. 01SC5084025
Qualified In Orange County
Commission Expires Aug. 25, 2013

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

I, the undersigned, a Notary Public, do hereby certify that JOSEPH COTTER, personally known to me or proved to me on the basis of satisfactory evidence to be the President of Edgewater Lofts LLC, a Delaware limited liability company (the "Company"), whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that as such President he signed and delivered the said document on behalf of said Company, pursuant to authority given by the members of said Company, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 2nd day of October, 2012.



Notary Public
Type or Print Name:
My commission expires
DANIEL SCHUYLER
Notary Public, State of New York
No. 01SC5084025
Qualified in Orange County
Commission Expires Aug. 25, 2013

EXHIBIT A

Site Description

Site Vicinity

The property is designated as Blocks 97 and 98 in the Borough of Edgewater, Bergen County, New Jersey (hereinafter "Site"). The Site is comprised of Lot 1.03, Lot 1.05, Lot 1.07, Proposed Lot 1.04, Proposed Lot 1.11 and sections of Proposed Lot 1.10 and Proposed Lot 1.17. A site vicinity map locating the Property is attached as **Exhibit A-1**. The vicinity around the Site is developed primarily with commercial and residential properties.

Property Description

The Site has the address 45 River Road, Edgewater, New Jersey. A metes and bounds plan of the property is provided as **Exhibit A-2**.

The Site consists of all that certain tract, parcel and lot of land lying and being situated in the Borough of Edgewater, County of Bergen, State of New Jersey, being more particularly described as follows:

LOT 1.03, BLOCK 99

BEGINNING at a intersection formed by the easterly side of Proposed Road "A" right-of-way line with the northwesterly corner of Proposed Lot 1.03 as shown on a map entitled "I.Park Edgewater, LLC, Proposed Lots 1.03, 1.04, 1.05, 1.07 Subdivision, Block 99, Lot 1, Borough of Edgewater, Bergen County, N.J. dated 7/06-2010 and filed in the Bergen County Clerk's office on October 6, 2010 as map no. 9526 and unerring thence.

1. South 59 degrees 59 minutes 03 seconds East a distance of 151.00 feet to a point thence
2. South 30 degrees 00 minutes 57 seconds West a distance of 69.50 feet to the beginning of a curve, thence
3. Along a curve to the right having a radius of 10.00 feet, an arc length of 15.71, and whose chord bears South 75 degrees 00 minutes 57 seconds West a chord distance of 14.14 feet to a point of tangency, thence
4. North 59 degrees 59 minutes 03 seconds West a distance of 117.01 feet to the beginning of a curve, thence
5. Along a curve to the left, having a radius of 55.00 feet, an arc length of 34.49, and whose chord bears North 14 degrees 59 minutes 03 seconds West a chord distance of 33.93 feet to a point of tangency, thence

6. North 30 degrees 00 minutes 57 seconds East a distance of 55.51 feet to the POINT OF BEGINNING;

Containing an area of 11,635 square feet or 0.267 acres.

LOT 1.04, BLOCK 99

BEGINNING at a point on the southwesterly corner of Proposed Lot 1.04 in Block 99, said point also being the southeasterly corner of Lot 1.08 in Block 99 as shown on a map entitled "Proposed Subdivision, Block 99, Lot 1, 1.Park Edgewater, LLC, 45 River Road Edgewater, NJ 07020;" prepared by Paulus, Sokolowski and Sartor, LLC, dated 1/6/2010 and filed in the Bergen County Clerk's office on October 6, 2010 as map no. 9526, and running thence.

1. North 30 degrees 00 minutes 57 seconds East a distance of 189.33 feet to a point, thence
2. North 59 degrees 59 minutes 03 seconds West a distance of 49.76 feet to a point, thence
3. North 32 degrees 50 minutes 14 seconds East a distance of 134.16 feet to a point, thence
4. South 56 degrees 57 minutes 27 seconds East a distance of 84.15 feet to a point, thence
5. North 33 degrees 02 minutes 33 seconds East a distance of 25.96 feet to a point, thence
6. South 56 degrees 57 minutes 27 seconds East a distance of 298.81 feet to a point of curvature, thence
7. Along a curve to the left, having a radius 742.75 feet, an arc length of 79.56, and whose chord bears South 60 degrees 01 minutes 33 seconds East a chord distance of 79.52 feet to a point of tangency, thence
8. South 63 degrees 05 minutes 40 seconds East a distance of 208.28 feet to a point, thence
9. North 26 degrees 54 minutes 20 seconds East a distance of 62.00 feet to a point, thence
10. South 63 degrees 05 minutes 40 seconds East a distance of 33.25 feet to a point, thence