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Kenneth C. Chmelar

22072

HUDSON COUNTY
 LOT 4.05 (PACE) AND LOT 4.04
 ACCESS EASEMENT AGREEMENT
 ALONG FOURTEENTH STREET

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, NEWPORT ASSOCIATES DEVELOPMENT COMPANY ("Grantor"), a New Jersey general partnership, with an address of 2 Sixth Street, Jersey City, New Jersey 07310 as the fee simple owner of the property described in Exhibit "A" (Fourteenth Street), (the "NADC Parcel"), for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, does hereby give, grant, bargain and sell unto NEWPORT DEVELOPERS 18TH STREET LIMITED PARTNERSHIP, a New Jersey Limited Partnership, owner of a fee simple estate in the property described in Exhibit "B", (the "PACE Parcel"), and NEWPORT PAD DEVELOPERS LIMITED PARTNERSHIP, a New Jersey Limited Partnership, owner of a fee simple estate in the property described in Exhibit "C" (the "Outlot Parcel"), each having an address at 2 Sixth Street, Jersey City, New Jersey 07310, and their tenants, invitees, guests, agents, employees, successors and assigns for the benefit of the PACE Parcel and the Outlot Parcel, a perpetual non-exclusive easement over, upon and across the real estate located in Hudson County, New Jersey, described in said Exhibit "A" and shown on Exhibit "D", all of which Exhibits are attached hereto and each made a part hereof (said real estate also being sometimes hereinafter referred to as the "Easement Area") for the sole purpose of ingress, egress and access for pedestrian and vehicular traffic to the PACE Parcel and the Outlot Parcel. NEWPORT DEVELOPERS 18TH STREET LIMITED PARTNERSHIP and NEWPORT PAD DEVELOPERS LIMITED PARTNERSHIP are sometimes hereinafter collectively referred to as "Grantees".

1. It is understood and agreed that this is a surface easement only and solely for the purpose of granting to the Grantees an easement to use the roadways in the Easement Area and Grantees shall have no right to use, disturb or in any manner affect any part of the Easement Area without the prior written approval of Grantor except that Grantees shall have the right [provided no third party is Maintaining (as hereafter defined) the Easement Area] to perform such Maintenance to the extent reasonably necessary to Maintain the roadways (i) in situations in which action is required for the safety of persons or avoidance of the suspension of necessary access and Grantor fails to perform Maintenance under Section 2 of this Easement Agreement within a reasonable time after notice from the Grantees (an "Emergency") or (ii) in the event Grantor fails to perform the Maintenance under Section 2 of this Easement Agreement, Grantees notify such Grantor of such failure, such Grantor fails to commence within thirty (30) days after written notice and diligently pursue completion of its Maintenance obligations (subject to extension for any cause beyond the reasonable control of such Grantor, but failure to pay or lack of funds shall not be cause for any extension) and such failure by such Grantor creates an imminent risk that all or part of the PACE Parcel or the roadways in the Easement Area shall be damaged or adversely impaired in any material respect solely by reason of such Grantor's failure to Maintain the roadways so that Grantees are unable to use or occupy all or a material part of the PACE Parcel or the roadways in the Easement Area. Grantees and their Permittees (as hereafter defined) shall perform the work and carry all insurance (including, without limitation, worker's compensation) in accordance with all laws, rules, regulations and ordinances and in accordance with terms and conditions of the Remedial Plan,

This Instrument Prepared by:

Howard L. Boris
 Howard L. Boris, Attorney-at-Law

BK4622PG160

Newport City Development Project -- Jersey City Redevelopment Agency, dated April, 1985, prepared by Dresdner Associates, Inc. in association with EA Engineering Science and Technology, as amended by Supplements and Revisions to the April, 1985 Newport Remedial Plan, dated May, 1990, compiled by Dresdner, Robin & Associates, and as the same may be further modified, supplemented, amended or replaced. Any work done by Grantees upon or within the Easement Area at any time shall be done after written notice to Grantor of the anticipated date of the work, at such a time and in such a manner to the greatest extent possible as will minimize interference with the Easement Area and with the business being conducted by Grantor upon its land surrounding and adjoining the Easement Area. Prior to the commencement of any work by Grantees or their Permittees, (i) Grantor shall have the right to approve the plans and specifications for the work and the contractor and its contract, and Grantor shall receive assurances reasonably acceptable to Grantor that Grantees have the necessary funds available for the estimated cost of the work, it being understood that cash deposited with an escrow agent reasonably acceptable to Grantor and which can be used for the payment of the work or an irrevocable letter of credit in form reasonably acceptable to Grantor, each for 110% of the contract price shall satisfy this requirement, or (ii) Grantees may have Grantor approve, prior to the existence of any damage requiring work, a contractor and its form of construction contract and provide Grantor with assurances from Lawyers Title Insurance Corporation (or other title company approved by Grantor) that no lien shall attach to any of the real estate of Grantor regarding the work performed by or on behalf of Grantees. (Any approval by Grantor shall not constitute an acknowledgement that the plans and specifications comply with all applicable laws, rules, regulations or ordinances and requirements of all applicable governmental authorities (collectively, "Laws"). Any dispute regarding the responsibilities to Maintain the Easement Area shall be promptly resolved by arbitration. If the surface of the Easement Area is disturbed by Grantees at any time to Maintain said roadways, Grantees shall repair and restore the surface and subsurface of the Easement Area (including necessary subsurface and subbase compaction) to substantially the same condition which existed immediately prior to any such disturbance, and Grantees shall make any and all necessary repairs and replacement of grass, landscaping, pavement, concrete and all other improvements which may have been removed and/or excavated by Grantees in the course of doing any such work within the Easement Area. If Grantees perform any work in accordance with the terms of Sections 1 and 2 of this Easement Agreement, Grantor shall reimburse Grantees for the reasonable out-of-pocket third party costs incurred by Grantees to perform such work within thirty (30) days of receipt of invoices for the work performed by Grantees.

2. Grantees shall not erect, install or maintain any structures or improvements on the surface of the Easement Area. With respect to all of the NADC Parcels, Grantor shall have the right to erect, install and maintain asphalt, railroad tracks, concrete or other hard surface material on the surface of the Easement Area, to be used for roadways, sidewalks or other uses which are not inconsistent with the rights granted to Grantees under this Easement Agreement. Grantor shall alter, repair, replace, maintain, operate, restore or remove any such roadways and other surface materials, whether structural or non-structural, foreseen or unforeseen, regular or periodic in accordance with all Laws (collectively, "Maintain", which work shall also be deemed to include any derivation of "Maintain") at its expense [except as a result of any act or omission of the Grantees, their tenants, invitees, agents or employees (collectively, the "Permittees")], which shall be performed at Grantees' cost and expense. Grantor may (without the approval of Grantees) dedicate all or part of the roadways in the Easement Area to the City of Jersey City, Hudson County or any agency, board or other entity related to the City, Hudson County or to any third party, (collectively, the "Agencies") who agrees to accept such dedication and all or partial responsibility to Maintain the roadways. Upon such dedication and acceptance of all or partial responsibility, this Easement Agreement shall terminate as to such roadways and Grantor shall have no

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further liability or responsibility under this Easement Agreement for that part which Maintenance is accepted by such party. Grantees agree to fully cooperate and join in such dedication if requested by Grantor. Grantees shall promptly notify Grantor by telephone and in writing as provided under the notice provision herein of any failure of access to or from the PACE Parcel across the Easement Area.

3. Grantor reserves unto itself and others to whom easements shall be granted the right to use the Easement Area for all purposes not inconsistent with this Easement Agreement, including, but not limited to the use by Grantor of the Easement Area for the uses granted to Grantees herein and the right of others to (i) temporarily close one lane of the Easement Area for a crane, delivery trucks or Maintenance and (ii) use the Easement Area for access, equipment and personnel related to any construction, Maintenance or additional improvements.

4. Grantor shall, at any time and from time to time, have the right to relocate the roadways from the Easement Area and Grantees shall release and quitclaim this Easement to Grantor upon completion of the relocated roadways, provided that Grantor furnishes Grantees an equivalent easement which will permit the continuation of roadway service to the PACE Parcel on comparable terms herein at another location on the lands of Grantor or of any other land owners controlled by or affiliated with Grantor, and provided further that such relocation of the roadways shall be at the sole cost and expense of Grantor.

5. Grantees acknowledge that Grantor is making no representations with respect to the adequacy or appropriateness of the roadways and that Grantees are accepting the roadways "AS IS". Grantees waive all claims against and releases the Grantor from any and all liability resulting from Grantees' inability to use all or any portion of this easement, except as a result of Grantor's wilful failure to provide this easement or wilful failure to comply with this Easement Agreement. In the event Grantees suffer or sustain damage as a result of any acts or omissions of third parties, Grantor shall use reasonable efforts, at Grantees' sole cost and expense, to enforce any rights against such third parties to cause such third parties to reimburse Grantees for any such damages.

6. It is understood and agreed that the same or similar easements and rights to use the Easement Area as are hereby granted to Grantees hereunder also have been or may be granted by Grantor to one or more other public or private utilities, municipal corporations or authorities or companies, tenants, invitees, licensees or other third parties including, without limitation, police, fire and other emergency vehicles for the purpose of using the roadways in common with Grantees hereunder under similar or different terms as this Easement Agreement, and that to this extent the rights of Grantees hereunder shall be non-exclusive and joint and mutual with the rights of Grantor and any such other parties for such uses and purposes.

7. The Easement granted hereunder is not intended, and shall not be construed, as a dedication of any part of the Easement Area for public use, and Grantor and Grantees agree to take, or refrain from taking any action that is necessary to avoid such dedication until taken by Grantor as provided in Section 2.

8. Grantees agree to indemnify, defend and hold harmless Grantor from and against any and all reasonable obligations, liabilities, claims, liens, encumbrances, losses, damages, costs, expenses, attorneys' fees and disbursements, suffered or incurred by Grantor (including claims by third parties) arising out of or otherwise related to the use or Maintenance of the Easement Area caused by the acts or omissions of Grantees or their Permittees.

9. There shall be no personal liability of any of the partners, officers, directors, shareholders or employees of Grantor or Grantee to the other party, it being understood that any liability under this Easement Agreement shall be limited to the assets of the Grantor or Grantee.

10. TO HAVE AND TO HOLD unto Grantee, its successors and assigns, for the purposes of using the roadways herein described pursuant to the terms of this Easement Agreement, but subject to (i) all prior liens, encumbrances, restrictions and easements of record, (ii) all agreements with and rights of governmental authorities and public utilities, recorded or unrecorded, (iii) requirements of all applicable insurance bodies; (iv) reasonable rules and regulations promulgated by Grantor and (v) laws, rules, regulations, ordinances and requirements of all applicable governmental authorities, including environmental and administrative consent orders, now or hereafter in effect. This Easement Agreement shall (a) run with the lands, buildings and improvements affected hereby, (b) inure to the benefit of the Grantor and Grantee and their successors and assigns having an interest in the properties affected hereby, (c) be binding upon all successors and assigns of the Grantor and Grantee and (d) to the extent assigned to a mortgagee, be enforceable by any such mortgagee after a default by a mortgagor under its mortgage.

11. The obligations of the Grantor and Grantee shall terminate and the Grantor and Grantee, as applicable, shall be released from all obligations under this Easement Agreement accruing from and after the sale of its respective interest in the Easement Area or the PACE Parcel, respectively.

12. All notices, demand or other communications to be given under this Agreement shall be in writing or by telephone (where applicable) and shall be hand delivered (only to the addressee) or sent by U.S. certified or registered mail, postage prepaid, or overnight courier, delivery fee prepaid, or by telephone to the following:

Grantor:

2 Sixth Street
Jersey City, NJ 07310
Attn: William Wissemann
(201) 626-2010

Richard S. Lefrak
97-77 Queens Boulevard
Forest Hills, NY 11374
RE: NADC
(718) 459-9021

with a copy to each:

Melvin Simon & Associates, Inc.
P.O. Box 7033
Indianapolis, IN 46207
Attn: R.L. Foxworthy
(317) 636-1600

Howard L. Boris, Esq.
97-77 Queens Boulevard
Forest Hills, NY 11374
RE: NADC
(718) 459-9021

Grantee:

97-77 Queens Boulevard
Rego Park, New York 11374
Attn: Arthur Klein
(718) 459-9021

with a copy to:

Richard S. Lefrak, Esq.
40 West 57th Street
Room 1510
New York, New York 10019

with a copy to:

Richard S. Lefrak, Esq.
40 West 57th Street
Room 1510
New York, New York 10019

Either party may designate from time to time another location or address or phone number for purposes of notices under this Agreement.

13. Grantor and Grantees agree, within thirty (30) days after request, to provide the other party or its designee with an estoppel certificate concerning the status of this Easement Agreement and any known claims or defaults under this Easement Agreement.

14. It is agreed that this grant covers all of the agreements between the parties relating to the subject matter of this Agreement and no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of this Agreement.

IN WITNESS WHEREOF the Grantor and Grantees have executed this Easement Agreement this 16 day of July, 1993.

NEWPORT ASSOCIATES DEVELOPMENT COMPANY,
a New Jersey general partnership

By: Simon Newport Limited Partnership,
an Indiana limited partnership,
General Partner

By: S.N.P., Inc., an Indiana
corporation, General Partner

By: [Signature]
Vice President

ATTEST:

[Signature]

By: LF Newport Jersey Limited Partnership,
a New Jersey limited partnership,
General Partner

By: Newport Real Estate Dev. Corp., a
New Jersey corporation, General
Partner

By: [Signature]
Vice President

ATTEST:

[Signature]
Arthur Klein
Secretary

NEWPORT DEVELOPERS 18TH STREET LIMITED
PARTNERSHIP

By: Newport 18th St. Land Corp.

By: *Wm. E. Brown*
Vice President

ATTEST:

Arthur Klein
Arthur Klein
Secretary

NEWPORT PAD DEVELOPERS LIMITED PARTNERSHIP

By: Newport Pace Realty Corp.

By: *Wm. E. Brown*
Vice President

ATTEST:

Arthur Klein
Arthur Klein
Secretary

STATE OF INDIANA
COUNTY OF MARION

SS:

BE IT REMEMBERED, that on July 19, 1993, before me, the subscriber, a Notary Public of the State of Indiana, personally appeared L. A. Greenwald, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Assistant Secretary of S.N.P., INC., an Indiana corporation which is the general partner of SIMON NEWPORT LIMITED PARTNERSHIP, an Indiana limited partnership, a general partner of NEWPORT ASSOCIATES DEVELOPMENT COMPANY, a New Jersey general partnership and the corporation named in the within instrument; that R. L. Foxworthy is the Vice President of said corporation; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Directors of the said corporation; that deponent well knows the corporate seal of the corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by R. L. Foxworthy, Vice President as and for the voluntary act and deed of said corporation, as general partner of SIMON NEWPORT LIMITED PARTNERSHIP, as general partner of NEWPORT ASSOCIATES DEVELOPMENT COMPANY, a New Jersey general partnership, in presence, who thereupon subscribed his name thereto as attesting witness.

Sworn to and subscribed
before me, the date
aforesaid

L. A. Greenwald
L. A. Greenwald, Assistant Secretary

Donna L. McLaughlin
Notary Public

DONNA L. McLAUGHLIN
Notary Public State of Indiana
Marion County
My Commission Expires June 30, 1996



Copy

STATE OF NEW YORK
COUNTY OF QUEENS

)
) SS:
)

BE IT REMEMBERED, that on July 16, 1993, before me, the subscriber, a Notary Public of the State of New York, personally appeared Arthur Klein, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Secretary of NEWPORT REAL ESTATE DEV. CORP., a New Jersey corporation which is the general partner of LF NEWPORT JERSEY LIMITED PARTNERSHIP, a New Jersey limited partnership, a general partner of NEWPORT ASSOCIATES DEVELOPMENT COMPANY, a New Jersey general partnership and the corporation named in the within instrument; that Howard L. Boris is the Vice President of said corporation; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Directors of the corporation; that deponent well knows the corporate seal of the corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by Howard L. Boris, Vice President as and for the voluntary act and deed of said corporation, as general partner of LF NEWPORT JERSEY LIMITED PARTNERSHIP, as general partner of NEWPORT ASSOCIATES DEVELOPMENT COMPANY, a New Jersey general partnership, in presence, who thereupon subscribed his name thereto as attesting witness.

Sworn to and subscribed
before me, the date
aforesaid

Arthur Klein
Arthur Klein, Secretary

Paul P. Bozzo
Notary Public

PAUL P. BOZZO
NOTARY PUBLIC, State of New York
No. 30-4711606
Qualified in Nassau County
Commission Expires Sept. 30, 1994



STATE OF NEW YORK
COUNTY OF QUEENS

)
) SS:
)

BE IT REMEMBERED, that on July 16, 1993, before me, the subscriber, a Notary Public of the State of New York, personally appeared Arthur Klein, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Secretary of NEWPORT 18TH ST. LAND CORP., a New Jersey corporation, which is the general partner of NEWPORT DEVELOPERS 18TH STREET LIMITED PARTNERSHIP, a New Jersey limited partnership, and the limited partnership named in the within instrument; that Howard L. Boris is the Vice President of said corporation; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Directors of the corporation; that deponent well knows the corporate seal of the corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by Howard L. Boris, Vice President as and for the voluntary act and deed of said corporation, in presence, who thereupon subscribed his name thereto as attesting witness.

Sworn to and subscribed
before me, the date
aforesaid

Arthur Klein
Arthur Klein, Secretary

Paul P. Bozzo
Notary Public

PAUL P. BOZZO
NOTARY PUBLIC, State of New York
No. 30-4711605
Qualified in Nassau County
Commission Expires Sept. 30, 1994



STATE OF NEW YORK
COUNTY OF QUEENS

) SS:
)

BE IT REMEMBERED, that on July 16, 1993, before me, the subscriber, a Notary Public of the State of New York, personally appeared Arthur Klein, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Secretary of NEWPORT PACE REALTY CORP., a New Jersey corporation which is the general partner of NEWPORT PAD DEVELOPERS LIMITED PARTNERSHIP, a New Jersey limited partnership, and the limited partnership named in the within instrument; that Howard L. Boris is the Vice President of said corporation; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Directors of the corporation; that deponent well knows the corporate seal of the corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by Howard L. Boris, Vice President as and for the voluntary act and deed of said corporation, in presence, who thereupon subscribed his name thereto as attesting witness.

Sworn to and subscribed
before me, the date
aforesaid

Arthur Klein
Arthur Klein, Secretary

Paul P. Bozzo
Notary Public

PAUL P. BOZZO
NOTARY PUBLIC, State of New York
No. 30-4711608
Qualified in Nassau County
Commission Expires Sept. 30, 1994





DESCRIPTION OF LOT 5.09

As shown on, GEOD Surveying & Aerial Mapping Final Subdivision Plat at Newport, Jersey City, Hudson County, New Jersey, date November 12, 1990, NADC drawing number 120.01 and 120.02, and is more particularly described as follows:

Starting at a point (N 689,587.70 E 2,173,485.78), being the common intersection of the southwesterly corner of the lands, now or formerly, of NEWPORT ASSOCIATES DEVELOPMENT COMPANY, and the northwesterly corner of the lands, now or formerly of HARSINUS COVE (SOUTH DEVELOPMENT COMPANY, said point also being the intersection of the westerly line of Lot 5.14 and the easterly right-of-way line (30-feet from centerline) of LUIS MUNOZ MARIN BOULEVARD (formerly HENDERSON STREET); thence, the following courses to the point and place of beginning;

- a) Along the westerly line of said Lot 5.14 and along the easterly right-of-way line of the said LUIS MUNOZ MARIN BOULEVARD, N06°-15'-42"E 1658.19 feet, to a point, being the intersection of the easterly right-of-way line of the said LUIS MUNOZ MARIN BOULEVARD with the northwesterly corner of said Lot 5.14, and the southwesterly corner of Port Authority Damage Parcel 1; thence,
- b) Along the northerly line of said Lot 5.14, and the southerly line of said Port Authority Damage Parcel 1, S83°-48'-58"E 37.42 feet to a point; thence,
- c) Along the southerly line of said Port Authority Damage Parcel 1, in a northeasterly direction, on a curve to the right, having a radius of 157.00 feet, an arc length of 142.06 feet, a delta of 51°-50'-30", and a chord of N70°-15'-47"E 137.26 feet, to a point of tangent; thence,
- d) Still along the same, S83°-48'-58"E 75.69 feet, to a point of curve; thence,
- e) Still along the same, in a northeasterly direction, on a curve to the left, having a radius of 290.00 feet, an arc length of 77.90 feet, a delta of 15°-23'-27", and a chord of N88°-29'-19"E 77.67 feet, to a point of tangent; thence,

16-24 Kanouse Road, Newfoundland, N.J. 07435
(201) 697-2122 FAX: (201) 838-6433

OFFICES: New York City, New York
Wolfeboro, New Hampshire
Medway, Massachusetts

(212) 690-7760
(603) 569-6089
Fax: (603) 569-6329
(508) 533-1260

DESCRIPTION OF LOT 5.09
Page 2

- f) Still along the same, then along the southerly line of Port Authority Damage Parcel 2, N80°-47'-35"E 281.29 feet, to a point of curve; thence,
- g) Along the southerly line of said Port Authority Damage Parcel 2, in a northeasterly direction, on a curve to the right, having a radius of 1022.00 feet, an arc length of 177.80 feet, a delta of 09°-58'-03", and a chord of N85°-46'-37"E 177.57 feet, to a point of compound curve; thence,
- h) Still along the same, in a southeasterly direction, on a curve to the right, having a radius of 1552.00 feet, an arc length of 146.90 feet, a delta of 05°-25'-24", and a chord of S86°-31'-40"E 146.85 feet, to a point of tangent; thence,
- i) Still along the same, then along the southerly line of the northwest quadrant, S83°-48'-58"E 390.14 feet, to a point of curve; thence,
- j) Still along the same, in a northeasterly direction, on a curve to the left, having a radius of 10.00 feet, an arc length of 15.33 feet, a delta of 87°-49'-59", and a chord of N52°-16'-02"E 13.87 feet, to a point in the westerly line of Lot 5.02 (Washington Boulevard); thence,
- k) Along the westerly line of said Lot 5.02 and the easterly line of the said northwest quadrant, N08°-21'-03"E 540.60 feet to the point and place of beginning; thence,
- 1) Along the said northwest quadrant, in a northwesterly direction, on a curve to the left, having a radius of 25.00 feet, an arc length of 40.21 feet, a delta of 92°-09'-51", and a chord of N37°-43'-53"W 36.02 feet, to a point of tangent; thence,
- 2) Along the same, N83°-48'-48"W 599.39 feet, to a point in the line of lands of others; thence,
- 3) Along said line, N27°-44'-59"W 18.27 feet, to a point; thence,
- 4) Along the same, N02°-49'-40"W 25.11 feet, to a point; thence,

DESCRIPTION OF LOT 5.09
Page 3

- 5) Still along the same, N83°-42'-19"W 12.60 feet, to a point; thence,
- 6) Still along the same, S27°-32'-06"E 23.92 feet, to a point; thence,
- 7) Still along the same, in a westerly direction, on a curve to the right, having a radius of 902.00 feet, an arc length of 13.82 feet, a delta of 00°-52'-41", and a chord of N82°-32'-27"W 13.82 feet, to a point; thence,
- 8) Still along the same, in a northwesterly direction, on a curve to the left, having a radius of 50.00 feet, an arc length of 60.96 feet, a delta of 69°-51'-08", and a chord of N44°-11'-33"W 57.25 feet, to a point of reverse curve; thence,
- 9) Still along the same, in a westerly direction, on a curve to the right, having a radius of 868.00 feet, an arc length of 47.68 feet, a delta of 03°-08'-50", and a chord of N77°-32'-42"W 47.67 feet, to a point of reverse curve; thence,
- 10) Still along the same, in a westerly direction, on a curve to the left, having a radius of 892.00 feet, an arc length of 122.11 feet, a delta of 07°-50'-37", and a chord of N79°-53'-36"W 122.02 feet, to a point in the former easterly line of vacated Provost Street; thence,
- 11) Along the former easterly line of said vacated Provost Street, N06°-15'-42"E 10.00 feet, to a point; thence,
- 12) Along a southerly line of the aforesaid northwest quadrant, in an easterly direction, on a curve to the right, having a radius of 902.00 feet, an arc length of 123.47 feet, a delta of 07°-50'-34", and a chord of S79°-53'-34"E 123.37 feet, to a point of reverse curve; thence,
- 13) Along the same, in an easterly direction, on a curve to the left, having a radius of 858.00 feet, an arc length of 117.43 feet, a delta of 07°-50'-31", and a chord of S79°-53'-32"E 117.34 feet to a point of tangent; thence,
- 14) Still along the same, S83°-48'-48"E 592.03 feet, to a point of curve; thence,

DESCRIPTION OF LOT 5.09
Page 4

- 15) Still along the same, in a northeasterly direction, on a curve to the left, having a radius of 25.00 feet, an arc length of 38.33 feet, a delta of $87^{\circ}-50'-09''$, and a chord of $N52^{\circ}-16'-08''E$ 34.68 feet, to a point in the westerly line of the aforesaid Lot 5.02; thence,
- 16) Along the westerly line of said Lot 5.02, $S08^{\circ}-21'-03''W$ 46.09 feet, to an angle point; thence,
- 17) Along the same, $S83^{\circ}-48'-48''E$ 12.01 feet, to an angle point; thence,
- 18) Still along the same, $S08^{\circ}-21'-03''W$ 67.99 feet, to the point and place of beginning.

Containing 43,811 square feet 1.006 acres

Paul J. Emilius

Paul J. Emilius, P.L.S.
N.J. LIC. NO. 11363

DESCRIPTION OF
PACE DEVELOPMENT PROPERTY
DEMISED PREMISES PORTION OF LOT 4.02 IN BLOCK 20 AT NEWPORT
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY

BEGINNING at a point in the proposed northerly right-of-way line of Fourteenth Street, having coordinates in the NJPCS of north 691,915.6725 feet and east 2,175,041.8013 feet said point further described as being N 83° 48' 48" W, 24.07 feet as measured along the projection of the aforesaid line of Fourteenth Street from the intersection of said line with the westerly right-of-way line of Washington Boulevard, all as shown on a certain map entitled, "Final Subdivision Plat, Northwest Quadrant at Newport, City of Jersey City, County of Hudson, New Jersey, Date: November 12, 1990," and filed with the Hudson County Clerks Office on February 11, 1991, as Map No. 3465, and running, thence;

1. Along the aforesaid northerly line of Fourteenth Street, N 83° 48' 48" W, 592.04 feet to a point of curvature, thence;

2. Westerly, along a curve to the right having a radius of 858.00 feet and an arc length of 43.09 feet, thence;

3. N 27° 26' 58" W, 53.38 feet to a point of curvature, thence;

4. Northwesterly, along a curve to the left having a radius of 507.35 feet and an arc length of 14.275 feet, thence;

5. N 06° 15' 42" E, 686.15 feet, thence;

6. Along the southerly right-of-way line of Eighteenth Street, S 83° 50' 22" E, 465.72 feet to a point of curvature, thence;

7. Easterly, along said line, along a curve to the right having a radius of 265.00 feet for an arc length of 8.17 feet then continuing along said curve easterly, southeasterly then southerly, along the westerly right-of-way line of Washington Boulevard, an arc length of 380.04 feet, for a total curve length of 388.21 feet, thence;

8. Still along the aforesaid line of Washington Boulevard,
N 83° 50' 22" W, 5.03 feet, thence;

9. Southerly, still along the line of Washington
Boulevard, along curve to the right, being concentric with the
curve described in course seven, having a radius of 260.00 feet
and an arc length of 37.99 feet to a point of tangency, thence;

10. Still along Washington Boulevard, S 08° 21' 03" W,
231.99 feet, thence;

11. Still along the same, N 83° 48' 48" W, 12.01 feet,
thence;

12. Still along the same, S 08° 21' 03" W, 213.10 feet to a
point of curvature, thence;

13. Southerly, southwesterly then westerly, along a curve
to the right having a radius of 25.00 feet and an arc length of
38.33 feet to a point of tangency and the point of BEGINNING.

Excepting from the hereinbefore described a 12,855.5 square
feet (0.29512 acre) OUTLOT located at the southeast corner of
Lot 4.02 and being more precisely described as follows:

BEGINNING at a point having coordinates in the New Jersey
Plane Coordinate System of North 691,977.6385 feet and East
2,175,027.6504 feet said point further described as being the
following courses from the intersection of the westerly
right-of-way line of Washington Boulevard with the projection of
the proposed northerly right-of-way line of Fourteenth Street as
laid down on a certain map entitled, "Final Subdivision Plat,
Northwest Quadrant at Newport, City of Jersey City, County of
Hudson, New Jersey," filed with the Hudson County Clerks Office,
February 11, 1991 as Map No. 3465;

a) N 83° 48' 48" W, 44.82 feet to a point in the aforesaid
northerly line of Fourteenth Street, thence;

b) N 06° 11' 12" E, 60.08 feet to the point of BEGINNING
and running, thence;

1. Parallel with the aforesaid line of Fourteenth Street,
N 83° 48' 48" W, 104.00 feet, thence;

2. N 06° 11' 12" E, 123.61 feet, thence;

3. S 83° 48' 48" E, 104.00 feet, thence;

4. S 06° 11' 12" W, 123.61 feet to the point of BEGINNING.
Area of OUTLOT being 12,855.5 square feet (0.29512 acres).
Net area of aforescribed Demised Premises being 505,013.5
square feet (11.59351 acres).

Description in accordance with map entitled, "Property Map,
Pace Development Property and Outlot, Lot 4.02, Block 20, at
Newport, City of Jersey City, County of Hudson, New Jersey, Date:
October 1992," Dwg. No. 85-269-112, prepared by Boswell
Engineering, 330 Phillips Avenue, South Hackensack, New Jersey.

BOSWELL ENGINEERING

MARTIN A. KRUEGEL, P.L.S.
New Jersey Lic. No. 24202

October 2, 1992
Rev. April 12, 1993
85-269-17
Newport Pace
Subdivision

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DESCRIPTION OF
PROPOSED LOT 4.04, BLOCK 20
ALSO KNOWN AS
OUTLOT PORTION OF LOT 4.02, BLOCK 20
AT NEWPORT, CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY

BEGINNING at a point having coordinates in the New Jersey Plane Coordinate System of North 691,977.6385 feet and East 2,175,027.6504 feet said point further described as being the following courses from the intersection of the westerly right-of-way line of Washington Boulevard with the projection of the proposed northerly right-of-way line of Fourteenth Street as laid down on a certain map entitled, "Final Subdivision Plat, Northwest Quadrant At Newport, City Of Jersey City, County Of Hudson, New Jersey," filed with the Hudson County Clerks Office, February 11, 1991 as Map No. 3465;

a) N 83° 48' 48" W, 44.82 feet to a point in the aforesaid northerly line of Fourteenth Street, thence;

b) N 06° 11' 12" E, 60.08 feet to the point of BEGINNING and running, thence;

1. Parallel with the aforesaid line of Fourteenth Street, N 83° 48' 48" W, 104.00 feet, thence;

2. N 06° 11' 12" E, 123.61 feet, thence;

3. S 83° 48' 48" E, 104.00 feet, thence;

4. S 06° 11' 12" W, 123.61 feet to the point of BEGINNING.

Area of OUTLOT being 12,855.5 square feet (0.29512 acres).

Property subject to PATH, and Ingress/Egress and Utility easements.

Description in accordance with map entitled, "ALTA/ACSM Survey, Pace Development Property and Outlot, Lot 4.02, Block 20, At Newport, City Of Jersey City, County Of Hudson, New Jersey, Date: April 1993," Dwg. No. 85-269-113, prepared by Boswell Engineering, 330 Phillips Avenue, South Hackensack, New Jersey.

BOSWELL ENGINEERING

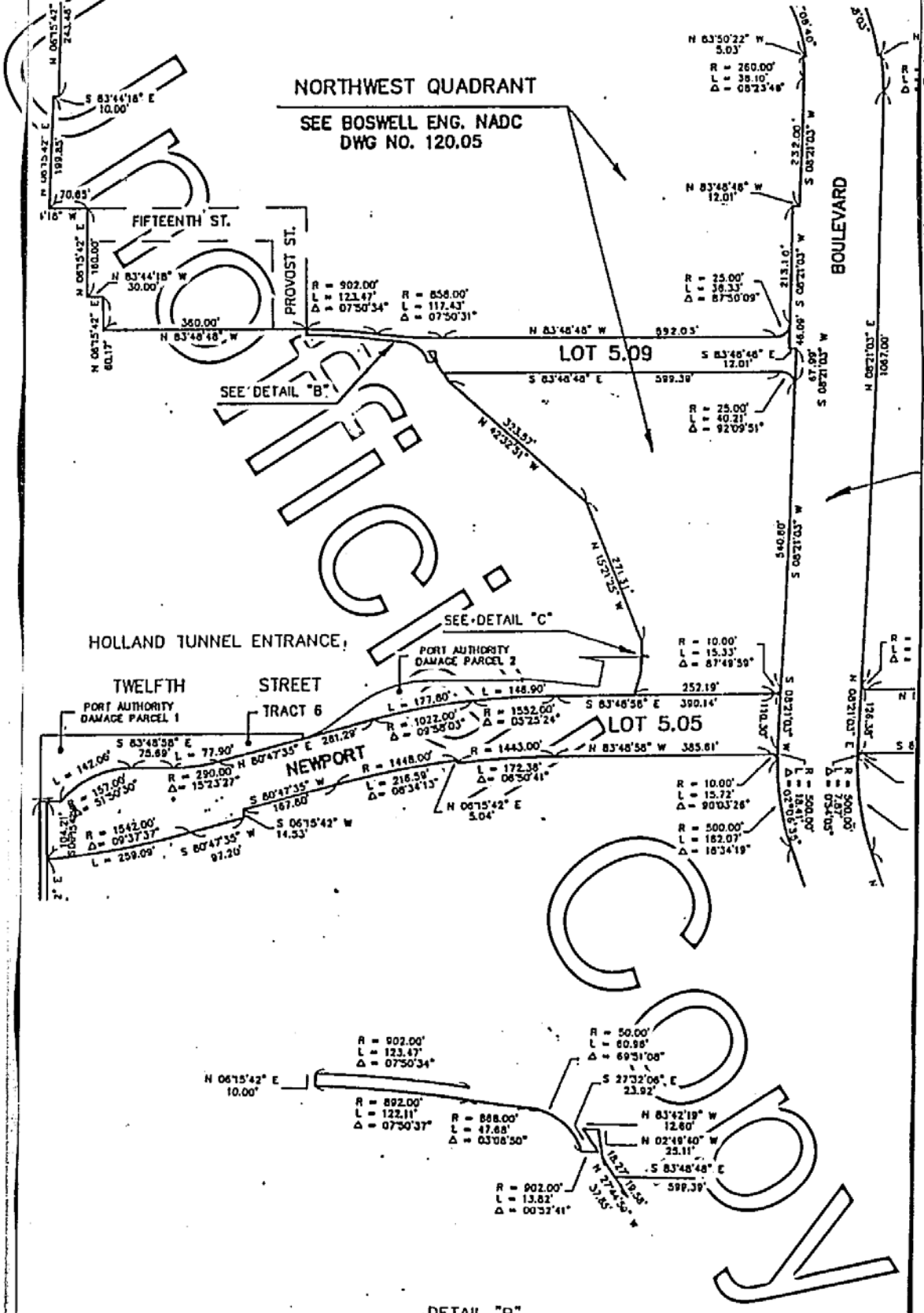
MARTIN A. KRUEGEL, P.L.S.
New Jersey Lic. No. 24202

BK4622PG177

EXHIBIT "D"

NORTHWEST QUADRANT

SEE BOSWELL ENG. NADC
DWG NO. 120.05



DETAIL "B"

Unofficial Copy

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