FOI #13221

32BJ SEIU
Stronger Together

SERVICE EMPLOYEES INTERNATIONAL UNION CTW, CLC

MICHAEL P. FISHMAN
President

KEVIN J. DOYLE
Executive Vice President

HECTOR J. FIGUEROA
Secretary-Treasurer

VICE PRESIDENTS
KYLE BRAGG
GEORGE FRANCISCO
LENORE FRIEDLAENDER
BRIAN LAMBERT
VALARIE LONG

LARRY ENGELSTEIN
Assistant to the President

Local 32BJ Headquarters
25 West 18th Street
New York, NY 10011
212.388.3000

Capital Area District
866.925.3225
Washington 202.387.3211
Baltimore 410.244.5970.

Connecticut District
800.228.5253
Hartford 860.560.8674
Stamford 203.602.6615

District 1201
215.923.5488

Florida District
305.672.7071

Hudson Valley District
914.637.7000

Mid-Atlantic District
215.226.3600

National Conference of Firemen and Oilers
202.962.0981

New Jersey District
973.824.3225

Western Pennsylvania
412.471.0690

www.seiu32bj.org

May 30, 20102

Daniel Duffy
FOI Administrator
Port Authority of New York and New Jersey
225 Park Avenue South, 17th Floor
New York, NY 10003
Via Fax: 212-435-7555

Re: Freedom of Information Request

Dear Mr. Duffy:

Pursuant to the New York State Freedom of Information Law, Article 6 of the Public Officer Law, and the Port Authority of New York and New Jersey policy on Freedom of Information found on the Port Authority's website (http://www.panynj.gov/AboutthePortAuthority/ContactInformation/foi_policy.html), I am requesting a copy of the Agreement, and any and all supplemental documents including but not limited to amendments, between the Port Authority of New York and New Jersey and the City of Newark for the operation of Newark Liberty International Airport.

Please contact me at (212)-388-3602 or via email at mgribben@seiu32bj.org if you have any questions concerning this request. If possible, please send me the requested documents electronically.

I ask that you please contact me if service and duplication charges for this request exceed $200.00 overall. Thank you for your attention to this matter.

Sincerely,
Maggie Gribben
Research Department
SEIU 32BJ
25 W. 18th Street
New York, NY 10011
Fax: 212-539-2858

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

July 18, 2012

Ms. Maggie Gribben
SEIU 32BJ
25 W. 18th Street
New York, NY 10011

Re: Freedom of Information Reference No. 13221

Dear Ms. Gribben:

This is a response to your May 30, 2012 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for a copy of the agreement between the PA and the City of Newark for the operation of EWR.

Material responsive to your request and available under the Code can be found on the Port Authority's website at http://www.panynj.gov/corporate-information/foi/13221-LPA.pdf. Paper copies of the available records are available upon request.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Very truly yours,

Daniel D. Duffy
FOI Administrator

225 Park Avenue South
New York, , NY 10003
T: 212 435 3642 F: 212 435 7555

AVIATION DEPT.
FILE COPY

Reprinted as of September, 1983

THE CITY OF NEWARK

and

THE PORT OF NEW YORK AUTHORITY

AGREEMENT

with respect to

THE NEWARK MARINE AND AIR TERMINALS

DATED OCTOBER 22, 1947

*This reprint includes all supplements as of June, 1975

TABLE OF CONTENTS

		PAGE
1.	Definitions	2
2.	Lease of Demised Premises	4
3.	Term	5
4.	United States Government Lease	6
5.	Rent	7
6.	Repairs	8
7.	Personal Property	8
8.	Assignment and Mortgages	8
9.	Accounts	9
10.	Financing	9
11.	Development of the Air Terminal	10
12.	Alternate Development of Air Terminal	11
13.	Development of the Marine Terminal	11
14.	Competitive Facilities	12
15.	Acquisition of Real Property	13
16.	Tidewater Terminal Property	15
17.	Governmental Property	16
18.	Port Street and Doremus Avenue	17
19.	City Streets and Public Highways	17
20.	City Owned Utilities	17
21.	Services to be Rendered by City and the Port Authority	18
22.	Firehouse	19
23.	City Construction Contracts	20
24.	Outstanding Contracts	21
25.	Physical Changes	22
26.	Condemnation or Acquisition by Others	23
27.	Transfer of Real Property to Others	25

TABLE OF CONTENTS *(Cont'd)*

		PAGE
28.	Insurance	26
29.	Federal Aid	28
30.	Policy in Regard to City Ordinances and Regulations	28
31.	Approach Zones, Transition Zones and Turning Zones	29
32.	Transfer of Civil Service Employees	29
33.	Charges Against Operations	29
34.	Interest on Refunding of Bonds	30
35.	Arbitration re: Accounting	30
36.	Rights and Remedies	31
37.	Legislation	31
38.	Names of Air Terminal and Marine Terminal	31
39.	Inspection	31
40.	Notice	32
41.	Dumping of Refuse in Demised Premises	32
42.	Covenant of Quiet Enjoyment	33
43.	Section Headings	33
44.	Miscellaneous	33
45.	Sale of Surplus Property	34
46.	Lease to City of Property Outside City Limits	36

LIST OF EXHIBITS

Exhibit A—Map

Exhibit B—Approach Zones, Transition Zones and Turning Zones

Exhibit C—List of Personal Property

Exhibit D—List of Certain Leases, Permits, Contracts and Agreements

Exhibit E—List of Past Due Rentals

Exhibit F—List of Civil Service Employees

Exhibit G—Legislation to be Recommended in New York

Exhibit H—Legislation to be Recommended in New Jersey and New York

Agreement, made this 22 day of October, 1947, by and between the City of Newark, a municipal corporation with its principal office at the City Hall, in the City of Newark, County of Essex, State of New Jersey (hereinafter called the "City"), and the Port of New York Authority, a body corporate and politic, created by Compact between the States of New York and New Jersey, with the consent of Congress, with its principal office at 111 Eighth Avenue, Borough of Manhattan, City, County and State of New York (hereinafter called the "Port Authority").

WHEREAS, the City and the Port Authority are agreed that the improvement, development, operation and maintenance of the Newark Marine and Air Terminals by the Port Authority and at its expense, will be in the public interest, and

WHEREAS, by Chapters Forty-three and Eight Hundred and Two, respectively, of the Laws of New Jersey and the Laws of New York of 1947, the said two states have declared it to be their policy to encourage the integration of air terminals within the Port of New York District so far as practicable in a unified system, and in furtherance of said policy have authorized the Port Authority to improve, develop, operate and maintain air terminals and have authorized and empowered cities and other municipalities in the Port of New York District to cooperate with the Port Authority in the development of air terminals and to consent to the use by the Port Authority of any air terminals owned by them and of any real and personal property owned by them, and

WHEREAS, by the Treaty of April 30, 1921, creating the Port of New York Authority, the two said states granted to the Port Authority full power and authority to purchase, construct, lease and operate marine terminals within the Port of New York District, and by Chapters Forty-four and Six Hundred and Thirty-one, respectively, of the Laws of New Jersey and the Laws of New York of 1947, said two states have authorized and empowered cities and other municipalities in the Port of New York District to cooperate with the Port Authority in the development of marine terminals and to consent to the use by the Port Authority of marine terminals owned by them and of any real and personal property owned by them, and

WHEREAS, the City by resolution duly adopted by its Board of Commissioners on the 22 day of October, 1947, authorized the execution and delivery of this agreement, and

WHEREAS, the Port Authority by resolution duly adopted by its Board of Commissioners on the 22 day of October, 1947, authorized the execution and delivery of this agreement,

Now, Therefore, the City and the Port Authority hereby mutually undertake, promise and agree, each for itself and its successors and assigns:

1. Definitions

As used in this agreement the following words and phrases shall be construed as follows:

"Air Terminal Area" shall mean the portion of the Terminal Area lying west of the Central Railroad of New Jersey right-of-way. Lands, buildings and other real property in the Air Terminal Area may be used incidentally for Marine Terminal purposes.

"Air Terminal" or "Newark Air Terminal" shall mean an Air Terminal as defined in Section Three of Chapter Forty-three of the Laws of New Jersey of 1947 and in Section Three of Chapter Eight Hundred and Two of the Laws of New York of 1947, and situated at the Air Terminal Area.

"Annual net revenue" shall mean net operating revenue computed upon a calendar year basis.

"Approach zones", "transition zones" and "turning zones" shall mean approach zones, transition zones and turning zones (for aircraft using runways at the Air Terminal, as they may now or hereafter exist) having the dimensions and other characteristics shown on Drawing No. 672, dated September 1, 1946, of the Office of Airports of the Civil Aeronautics Administration of the United States Department of Commerce, a copy of which is annexed hereto, and marked Exhibit "B", or such other characteristics or dimensions as the Port Authority may determine to be desirable.

"Bonds issued for Newark Marine and Air Terminal purposes" shall mean bonds, notes, securities or other obligations of indebtedness of the Port Authority, (including refunding issues), issued by it to provide funds for the effectuation, establishment, construction, rehabilitation, improvement, maintenance or operation of the Newark Marine and Air Terminals, or either of them, and for purposes incidental thereto, including, without limiting the generality hereof, the acquisition of land, buildings, structures, improvements, air space for approach zones, transition zones and turning zones, the establishment, maintenance and operation of beacons or other aids to avigation at sites outside the Air Terminal Area, lands under water, wharf rights, and the establishment, maintenance and operation of beacons and other aids to navigation outside the Marine Terminal Area. The proceeds of such bonds shall be used solely for such purposes.

"Demised Premises" shall mean the real property and rights and interests therein leased by the City to the Port Authority in Section 2 hereof.

"Effective date", when used with reference to the lease of the demised premises by the City to the Port Authority, or the term thereof, shall mean whichever of the following two dates is the latest, to wit:—either (1) November 15, 1947, or (2) a date thirty days subsequent to the date of the surrender or cancellation of the lease by the City as landlord to the United States as tenant, described in Section 4 hereof.

"Gross operating revenue" shall mean gross operating revenues of the Port Authority from the Newark Marine and Air Terminals from whatever source derived.

"Map" shall mean the map annexed thereto and marked Exhibit "A".

"Marine Terminal Area" shall mean the portion of the Terminal Area lying east of the Central Railroad of New Jersey right-of-way shown on the Map. Lands, buildings and other real property in the Marine Terminal Area may be used incidentally for Air Terminal purposes.

"Marine Terminal" and "Newark Marine Terminal" shall mean a Marine Terminal as defined in Section Three of Chapter Forty-four of the Laws of New Jersey of 1947, and in Section Three of Chapter Six Hundred and Thirty-one of the Laws of New York of 1947, and situated at the Marine Terminal Area.

"Marine and Air Terminal Purposes" shall include the effectuation, establishment, construction, rehabilitation, improvement, maintenance, and/or operation of the Newark Marine Terminal and the Newark Air Terminal or either of them, and purposes incidental thereto, including without limiting the generality hereof, approach zones, transition zones, turning zones, beacons and similar aids to navigation and avigation, outside the Terminal Area.

"Net operating revenue" shall mean the amount remaining after deducting the following items from gross operating revenue:

(a) The expense of the Port Authority directly attributable to the operation and maintenance of the Newark Marine and Air Terminals (other than the rent payable to the City by the Port Authority for the demised premises, and other than general administrative expenses). No deduction, allowance, or provision for depreciation is to be included in the expenses of operation and maintenance.

(b) Ten per cent of such operation and maintenance expense, as the liquidated cost of administration.

(c) Interest at the coupon or stated rate upon outstanding Port Authority bonds issued for Newark Marine and Air Terminal purposes.

(d) Amounts required to be paid into sinking funds annually for the redemption of sinking funds bonds issued for Newark Marine and Air Terminal purposes.

(e) Amounts required for serial maturities of bonds issued for Newark Marine and Air Terminal purposes.

(f) Amortization (upon a twenty year basis) of Port Authority funds, but not interest, (other than bond proceeds or federal or state grants) expended upon capital improvements at the Newark Marine and Air Terminals.

"Plane movement" shall mean either the landing or the taking off of an aircraft, and the landing and taking off of an aircraft shall be deemed to constitute two plane movements.

"Public highways" shall mean City streets, and any other streets, roads and other avenues for vehicular traffic within the demised premises which under Port Authority rules and regulations are open for general highway use to all persons properly coming upon the demised premises.

"Terminal Area" shall mean the area within the City shown on the Map and bounded by the line marked "Boundary of Terminal Area in City of Newark" and the line marked "Newark-Elizabeth Boundary Line", together with any nearby lands (other than lands in or to which rights, title or interests are acquired solely for the purpose of providing approach zones, transition zones or turning zones, or beacons or similar aids to navigation or avigation) south of said Newark-Elizabeth boundary line in or to which either party shall acquire any right, title or interest for use in connection with the demised premises.

"Tidewater Terminal Property" shall mean the property marked "Tidewater Terminal Property" upon the map and colored green, which is the subject matter of the agreement dated July 30, 1936 between the United States and the City, in which said property is referred to as the "Port Newark-Army Base."

2. Lease of Demised Premises

The City hereby demises and leases for marine and air terminal purposes and incidental purposes, to the Port Authority and the Port Authority hereby hires and leases and takes for such purposes from the City, to the extent of the City's now

existing right, title and interest therein and subject to existing encumbrances and easements thereon, and to the extent of any right, title or interest hereafter acquired therein by the City either directly from third persons or through the medium of the Port Authority, the lands colored in yellow, green, blue and red on the Map, together with the appurtenances thereunto belonging, and the buildings, structures and other improvements therein and thereto, and any other lands, buildings, structures or improvements in the terminal area in or to which the City now has or hereafter acquires any right, title or interest, together with the appurtenances thereunto belonging, and also any real property hereafter acquired for approach zones, transition zones, or turning zones, or beacons or similar aids to avigation located within the City limits but outside the Terminal Area, together with the appurtenances thereunto belonging, with the following exceptions:

(a) With the exception of the portions of Port Street and Doremus Avenue shown in white upon the Map, but the facilities and tracks of the Atlantic Port Railway now owned by the City (either directly or through the agency of the Atlantic Port Railway Corporation) located in Port Street (and also those located outside the Terminal Area) shall form part of the demised premises.

(b) With the exception of any City lands within the right-of-way of New Jersey State Highway Route No. 25 as shown in white upon the Map, except as otherwise provided in Section 27 herein;

all of which the Port Authority shall have and hold for and during the term hereinafter specified.

The City hereby consents to the use of the demised premises for the purposes herein stated.

3. TERM.

The term for which the demised premises are leased shall commence on the 15th day of November, 1947, (or on such subsequent date as may be the effective date of the lease under and pursuant to Section 4 hereof) shall continue for one year and for so long thereafter as any bonds now or hereafter issued by the Port Authority for Newark Marine and Air Terminal purposes shall remain outstanding and unpaid, and shall expire on the date when all of such bonds shall have been paid or on the date fifty years from the effective date, whichever may be the earlier; *provided,* that, insofar as after-acquired real property or rights or interests therein are concerned, the term shall in each case commence with the acquisition thereof by the City, and *provided further,* that for the purpose of determining the date of the expiration of said term, matured bonds not presented for payment at the date

of maturity, and called bonds not presented for payment at the date set for payment, shall not be considered to be outstanding, but shall be considered as paid.

The Port Authority shall not without the consent of the City issue any bonds for Newark Marine and Air Terminal purposes maturing more than fifty years after the effective date of the lease.

Upon the expiration of said term, the Port Authority covenants and agrees that it will give up, surrender and deliver to the City the demised premises including all the buildings, structures and improvements, together with, all furniture, equipment and other personal property contained therein and used exclusively in connection with the operation of the Newark Marine and Air Terminals, the intent being that when the demised premises are returned to the City such premises shall be in good condition for marine and air terminal purposes, depreciation, obsolescence and ordinary wear and tear excepted, and free and clear of any and all liens, debts or encumbrances of whatsoever kind, nature or description.

4. United States Government Lease

A substantial portion of the Terminal Area within the City limits is subject to a lease from the City, as landlord, to the United States of America, as tenant, dated the 1st day of April, 1942, and from time to time thereafter modified, the term of which lease as modified does not expire until six months after the termination of the presently existing state of unlimited national emergency as declared by Presidental Proclamation No. 2487, dated the 27th day of May, 1941.

Notwithstanding the provisions of Section 3 hereof providing for the date of the commencement of the term of the lease of the demised premises, the term for which the demised premises are leased shall not commence, nor shall any obligation whatsoever of the Port Authority hereunder take effect, unless the City has secured from the United States, at the City's expense, a cancellation or surrender of said lease between the City and the United States of America dated the 1st day of April, 1942, and until thirty days after such cancellation or surrender. If said lease between the City and the United States of America shall not have been cancelled or surrendered by the 30th day of June, 1948, then and in such event this agreement and the lease of the demised premises included herein shall, at the option of either party, be and become null, void and of no effect as though it had never been executed by the parties hereto. If such option is not exercised as of that date, it may be exercised by either party at any time thereafter so long as said lease from the City to the United States remains unsurrendered or uncancelled. Such option shall

be exercised by written notice given as provided in Section 40 hereof. If either party shall exercise said option to declare this agreement and lease null, void and of no effect there shall be no claim for damages, rent or otherwise by either party against the other.

5. Rent

The Port Authority shall pay to the City as rent for the demised premises for each calendar year, either (a) a minimum annual rent which, for the period from the effective date of the lease to the 31st day of December of the ninth calendar year subsequent to the year during which the lease takes effect, shall be at the rate of $100,000 per year, and for which the balance of the term for which the demised premises are leased shall be at the rate of $128,000 per year, or (b) in the alternate, but only under the circumstances hereinafter specified, a percentage of the net revenue of the Newark Marine and Air Terminals.

If the net operating revenue of the Newark Marine and Air Terminals for a period from the effective date of the lease, through the last day of any calendar year, less the aggregate rent for such period, shall exceed five per cent (5%) of the total of the following two amounts, to wit:

(1) the principal amount of all Port Authority bonds issued for Newark Marine and Air Terminal purposes (except for hangars, shops and related facilities, other than general purpose hangars, shops and related facilities) and outstanding on the last day of such calendar year, less the assets of any sinking fund or funds established for the redemption of sinking fund bonds issued for Newark Marine and Air Terminal purposes, and

(2) the aggregate amount of interest payable on such bonds at their coupon or stated rate from the last day of such calendar year to the date of their maturity, less interest on such sinking fund assets for the same period at the same rate,

then the rent to be paid by the Port Authority for the succeeding calendar year, shall be either the minimum rent hereinbefore specified or seventy-five per cent (75%) of the annual net revenue for such succeeding calendar year (whichever is greater).

For the purpose of computing rents, revenues and expenses, any revenues received or derived by the Port Authority from properties within the Terminal Area, whether within or without the City limits, and acquired or used by it for marine or air terminal purposes, and any expenses incurred by it in the operation and maintenance of such properties, and any income derived or expenses incurred in con-

nection with the maintenance and operation of beacons, guides or other aids to avigation or navigation acquired, owned or operated by it in connection with the Newark Marine and Air Terminals outside the Terminal Area, shall be deemed to be revenues and expenses of the Newark Marine and Air Terminals.

The rent to be paid by the Port Authority for each year shall be due and payable to the City on or before February 15 of the following year.

No breach of any covenant, term or condition in this agreement shall excuse the Port Authority from the prompt payment of the rent herein reserved.

6. Repairs

The Port Authority shall take good care of the demised premises together with all improvements, fixtures and personal property therein, whether now on the premises or hereafter added, and shall make all necessary repairs, inside and outside, structural or otherwise, so as to maintain and preserve them in good order and condition and keep the demised premises in good condition, ordinary wear and tear excepted.

7. Personal Property

The Port Authority shall have the right to use all of the equipment and personal property located at the demised premises and listed in Exhibit "C" hereto annexed, and any and all other equipment and personal property heretofore acquired or intended for installation or use at the demised premises whether contained therein or stored elsewhere.

Such personal property is expendable and the Port Authority shall have no obligation to replace the same and any such personal property which may become worn out or obsolete may be disposed of by the Port Authority in its discretion.

The Port Authority shall, however, replace such equipment as may be required to keep the Marine and Air Terminals operating as going terminals. All equipment used exclusively in connection with the operation of the demised premises for marine and air terminal purposes and purchased or acquired for such purposes shall be turned over to and become the property of the City upon the expiration of the term, whether located within or without the demised premises.

8. Assignment and Mortgages

The Port Authority shall not assign, mortgage, pledge, hypothecate, or encumber this agreement or any part thereof or sublet either the Newark Air Terminal or the Newark Marine Terminal in its or their entirety. In the event this

lease is assigned, pledged, mortgaged, hypothecated, or encumbered in any way, or sublet in violation of the provisions hereof, the City, in addition to any other remedies it may have, may collect rent from any assignee of the premises or any undertenant or occupant thereof, and apply the net rent collected to the rent reserved herein; but no such assignment, occupancy, or collection shall be deemed a waiver of this covenant or the acceptance of the assignee or subtenant as a tenant or a release of the Port Authority from the further performance by it of the covenants on its part to be performed.

The Port Authority may sublet or sublease parts of the demised premises for the purposes set forth in Section 2 hereof and enter into other agreements with third persons for the use thereof for such purposes. This consent shall not, however, include the right to sublet either the Marine Terminal or the Air Terminal in its entirety, nor shall it include the right to sublease for terms extending beyond the date on which the lease of the demised premises expires.

Nothing in this section contained shall prevent the Port Authority from pledging, in whole or in part, the revenues of the Newark Marine and Air Terminals other than the rent payable to the City, as security for the payment of bonds issued for Newark Marine and Air Terminal purposes and for the fulfillment of other obligations assumed by it, to or for the benefit of the holders of such bonds, or from making such bonds a lien or charge upon such revenues.

9. Accounts

The Port Authority shall keep separate books, records and accounts in regard to the financing, refinancing, construction, operation, and maintenance of the Newark Marine Terminal and the Newark Air Terminal (or at its option, of said two terminals as a single operating unit) and the Director of Revenue and Finance of the City and his designated representatives shall have the right to inspect such books, records, and accounts during regular business hours. The Port Authority shall deliver to the Director of Revenue and Finance of the City on or before the fifteenth day of February of each and every year of the term hereof a complete report and account in regard to the financing, refinancing, construction, operation and maintenance of the terminals and shall furnish a copy of any audit report made by the internal auditors of the Port Authority or by independent accountants relating to the terminals.

10. Financing

The Port Authority shall be obligated to provide from the proceeds of the sale of its bonds or other available funds, such amounts as may be necessary to effectuate,

rehabilitate, expand, improve and develop the Newark Marine and Air Terminals, up to the sum of $70,500,000 in the aggregate, including cost of hangars, (the intent hereof being that the Port Authority shall not be obligated to make capital expenditures for the Newark Marine and Air Terminals aggregating in excess of that amount), but the Port Authority shall have the right in its discretion to issue bonds and to make expenditures in excess of that amount for Newark Marine and Air Terminal purposes.

Within seven years from the effective date of the lease, the Port Authority shall expend a minimum of $50,000,000 (based on August 1947 construction costs) for the purposes set forth in Sections 11 and 13 hereof and for other capital expenditures at or in connection with the Newark Marine and Air Terminals, exclusive of the construction of hangars, shops and related facilities, (other than general purpose hangars, shops and related facilities).

To determine whether the Port Authority has complied with this provision, the amount of its expenditures for said purposes shall be converted to an August 1947 basis, using the yearly average Engineering News Record Construction Cost Index. This conversion shall be made at the end of each calendar year by applying the aforesaid yearly index to the total amount of such expenditures during that year.

None of the bonds issued by the Port Authority shall be a lien or charge upon the demised premises, nor shall they be an obligation of the City, and the Port Authority shall have no power to pledge the credit of the City in any way whatsoever.

11. Development of the Air Terminal

Subject to the provisions of Section 10 hereof, the Port Authority shall rehabilitate, expand and improve the Newark Air Terminal as a first-class modern air terminal. To this end, it shall do, among other things, the following in accordance with modern engineering procedure:

(a) Expand the air terminal area southward through the acquisition of an additional area of approximately 800 acres, more or less, across the City line in the City of Elizabeth.

(b) Construct a new open-parallel dual runway system (or other appropriate runway system) for use by transport planes of from 125,000 to 150,000 pounds gross weight, having runways of from 6400 feet to 9000 feet, approximately, in length, and an approximate peak-hour traffic capacity of 120 plane movements.

(c) Construct a new and adequate loading arcade and passenger terminal building in the center of the runway pattern or other appropriate site.

(d) Provide adequate additional hangars, or space for the construction thereof by the air carriers.

(e) Provide other appropriate and needed facilities.

12. ALTERNATE DEVELOPMENT OF AIR TERMINAL

As promptly as practicable, the Port Authority will make subsurface tests to determine the bearing capacity of the soil in the Air Terminal area. If such subsurface tests indicate that runways with a service life of twenty-five years for use by transport planes of 125,000 to 150,000 pounds gross weight cannot be efficiently and economically installed, maintained, used and operated at the Air Terminal Area, then the Port Authority shall be relieved of its obligation under Sections 10 and 11 hereof, and in lieu thereof the portion of the demised premises west of the right of way of the Central Railroad of New Jersey shall be rehabilitated, improved and developed by the Port Authority as an air terminal to the maximum extent economically practicable, by doing, among other things, the following:

(a) Providing such runway system as it may be practicable to install, maintain, use and operate efficiently and economically.

(b) Acquiring such additional area in the City of Elizabeth, if any, as may be necessary for the establishment and operation of such runway system.

(c) Providing such terminal buildings, loading areas, hangar space and other facilities as may be necessary and appropriate for use by planes using such runway system, their passengers and cargoes, and the persons engaged in the operation thereof.

In any such event, in lieu of the obligations indicated in Sections 10 and 11 above, the Port Authority shall be obligated to provide and expend in the development of the Newark Marine Terminal the sum of Eleven Million Dollars ($11,000,000), and in the development of the air terminal only such additional amounts as may be necessary and desirable in light of the nature and character of the air terminal which is economically practicable.

13. DEVELOPMENT OF THE MARINE TERMINAL

The Port Authority shall rehabilitate, improve and develop the Newark Marine Terminal, by doing, among other things, the following:

(a) Redredging the City Channel on the shoreward side of the United States pierhead line to a depth consistent with modern requirements.

(b) Recapturing access to and control of the waterfront so far as practicable, and operating the same as public wharf space.

(c) Rehabilitating the existing wharves, buildings, pavements, and trackage.

(d) Providing approximately 2000 lineal feet of new transit sheds, approximately 600 lineal feet of new bulkhead and wharves, new public warehouse space, and other appropriate and needed facilities.

14. Competitive Facilities

During the term for which the demised premises are leased, the City shall not, except as hereinafter provided, promote, finance, establish, construct, operate or maintain any competitive aircraft runways, landing areas, or other facilities for the landing or taking-off of aircraft or any competitive piers, wharves or other facilities for the docking or accommodation of watercraft, without the consent of the Port Authority, and shall not authorize any other person so to do, without such consent. Aircraft runways, landing areas, or other facilities designed or used for the landing or taking off of aircraft shall be deemed to be competitive with the Newark Air Terminal if they are designed or used for the accommodation of any aircraft operated by common or contract carriers on scheduled or non-scheduled flights carrying passengers, mail, or cargo who or which are moving between a point within the Port of New York District and a point without the Port of New York District; or if they are designed or used for the accommodation of other aircraft having an allowable gross weight at take-off under existing or future Federal regulations in excess of 10,000 pounds. Piers, wharves or other facilities for the docking or accommodation of watercraft shall be deemed competitive with the Newark Marine Terminal if they are designed or used for the accommodation of ships engaged in the transportation of passengers or cargo for hire. The foregoing prohibition shall not apply to the existing municipal wharves known respectively as Docks Nos. 1, 2, 3, 4 and 5 located at the foot of Herbert Place, the foot of Third Avenue, the foot of Fourth Avenue, the foot of Center Street and adjacent to River Street, *provided*, that their capacity and type of use is not substantially increased or modified; and the foregoing prohibition shall not apply to the construction and operation of one additional quay wharf, at the foot of Roanoke Avenue, of substantially the same size, construction and type of use as said existing wharves. The foregoing prohibitions with respect to competitive piers, wharves or other facilities for the docking or accommodation of watercraft shall not apply to the construction, operation and maintenance of privately owned piers,

wharves or other facilities, *provided*, that the same are not constructed, operated or maintained on City owned property or on behalf of the City.

During the term for which the demised premises are leased, the Port Authority shall not promote, finance, establish, construct, operate or maintain within the limits of the City any airplane runways, landing areas, or other facilities for the landing or taking off of aircraft without the consent of the City except at the Newark Air Terminal, nor shall the Port Authority promote, finance, establish, construct and operate or maintain within the limits of the City any piers, wharves or other facilities for the docking or accommodation of watercraft except at the Newark Marine Terminal, without the consent of the City. Nothing herein contained, however, shall prevent the Port Authority from promoting, financing, establishing, constructing, operating or maintaining airplane runways, landing areas, or other facilities for the landing or taking off of aircraft, and piers, wharves or other facilities for the docking or accommodation of watercraft, at any point or points outside of the limits of the City.

15. Acquisition of Real Property

In the case of properties within the portion of the Terminal Area within the limits of the City to which the City has no title, or to or in which the title or interest of the City is less than a fee simple absolute, the Port Authority shall acquire by condemnation or otherwise such rights or interests, if any, therein or thereto, as in its opinion may be necessary or desirable for Newark Marine and Air Terminal purposes.

The City shall transfer and assign to the Port Authority any uncompleted contracts of purchase or any rights or interest therein which the City may have and shall also transfer and assign to the Port Authority any tax sales certificates held by it against any of the aforesaid real property, but such tax sales certificates shall not merge in the rights or interests to be acquired by the Port Authority.

The City shall make available to the Port Authority all maps, surveys, muniments of title, title searches, title policies and any other pertinent information and records which it may have or possess, affecting or concerning the title to properties within the portion of the Terminal Area within the limits of the City and affecting or concerning any properties within the City limits required for approach zones, turning zones or transition zones for aircraft using the Newark Air Terminal. The City further agrees to cooperate with the Port Authority and lend all other assistance necessary or desirable in connection with the acquisition of any such properties and matters pertaining thereto.

The Port Authority agrees that it will not, without the consent of the City, condemn or acquire property within the City limits for Newark Marine and Air Terminal purposes outside of the Terminal Area, other than property, space, air rights or easements for approach zones, turning zones or transition zones for aircraft using the Newark Air Terminal.

All rights to or interests in real property within the City limits acquired by the Port Authority in its own name as aforesaid, including property, space or air rights acquired for approach zones, turning zones or transition zones, shall be promptly transferred by the Port Authority to the City.

In the alternate, and in lieu of acquisitions by the Port Authority as aforesaid, the City shall if so requested by the Port Authority acquire such rights or interests by condemnation; and in any such event, the Port Authority shall reimburse the City in the amount of the award and any other expenses approved or authorized by the Port Authority. If the Port Authority exercises this option to have the City acquire rights or interests in real property by condemnation, the Port Authority may at its option conduct the condemnation proceedings and any appeals or related proceedings in the name of and on behalf of the City but at the Port Authority's own expense, and retain for the prosecution thereof such attorneys, consultants and other experts as it may deem desirable.

In all cases where the City shall hereafter acquire title to property within the Terminal Area or shall hereafter acquire any additional title to or interest in property within the Terminal Area, or shall acquire any property, air rights or easements for approach zones, turning zones or transition zones outside the Terminal Area, whether directly from third persons or through the medium of the Port Authority or otherwise, such property shall forthwith become part of the demised premises.

The foregoing provisions with respect to the condemnation of real property or rights or interests therein by the City at the request of the Port Authority shall apply to the continuance of any condemnation suits heretofore initiated by the City and now pending, and to any condemnation proceedings which the City may be required to initiate by reason of any proceedings brought to compel the City to condemn real property.

The provisions of this section shall not apply to the acquisition by the City of any property or interest therein which was the subject matter of the proceeding in the Court of Chancery in the State of New Jersey, entitled *Yara Engineering Corporation* v. *City of Newark*, Docket 148/44, reported in 136 N. J. Equity 453, (a further decision in such proceeding having also been made on October 11, 1945, by Vice-Chancellor Bigelow), and any and all expenses arising out of or in connection with said proceeding shall be borne by the City and any judgment obtained therein

shall be paid, satisfied and complied with by the City at its own expense. The City agrees, in any event, to complete the acquisition of said property, at its own expense.

The City hereby consents to the reduction of rent for the first year or years to be paid to it hereunder by the Port Authority, by an amount equal to the sum or sums which may be paid for taxes and interest on any property which may be acquired by the Port Authority as aforesaid at or in connection with the acquisition thereof.

16. Tidewater Terminal Property

The City is now authorized by United States Public Law 730, 74th Congress and by agreement entered into between the City and the United States of America dated July 30, 1936, to purchase from the United States of America the property colored on the map in green, known as the Tidewater Terminal Property. The purchase price of said property is $2,000,000 of which the City of Newark has paid, pursuant to said agreement, and in the installments therein provided, the sum of $600,000. As of July 15th, 1947 there remains to be paid upon such purchase price, in yearly installments of $200,000 due and payable upon the first day of August in each year, the sum of $1,400,000. The agreement also provides in paragraph 2 thereof that the City may prepay part or all of the deferred installments before the same are due.

The City agrees that it will timely pay the installments due under said agreement, and the Port Authority agrees that it will promptly reimburse the City for all such payments made by the City subsequent to July 15th, 1947. The City further agrees that it will not exercise any option to prepay any installments unless requested by the Port Authority so to do. If the Port Authority shall so request, the City shall promptly prepay such installments, and the Port Authority shall reimburse the City for such payment.

The City hereby agrees to exercise at the Port Authority's request any and all other rights of the City under said agreement.

If the United States shall thereafter exercise the right reserved to it in the said agreement dated July 30, 1936, in paragraph 9 thereof, to take over said property in the event of war or any national emergency declared by Congress to exist, the annual amounts thereafter to be paid by the United States to the City as liquidated damages shall be turned over to the Port Authority and shall be and become revenues of the Newark Marine and Air Terminals.

17. GOVERNMENTAL PROPERTY

Except as otherwise provided in Section 16 hereof with respect to the Tidewater Terminal Property, nothing contained in this Agreement shall be construed to obligate either the Port Authority or the City to acquire any real property or rights or interests therein from the United States of America, the State of New Jersey, or any municipality or other political subdivision without the consent of the United States, the State of New Jersey, or such municipality or other political subdivision, as the case may be.

In any case where the United States or the State of New Jersey owns any real property within the portion of the Terminal Area situated within the City limits or any right or interest in or to such property, the City and the Port Authority shall cooperate in applying for and attempting to obtain such right, title or interest therein or thereto from the United States or the State of New Jersey, as the case may be, as the Port Authority may deem necessary or desirable for Newark Marine or Air Terminal purposes; and in case the City shall have a priority with respect to the acquisition of any such real property or any such right, title or interest therein or thereto, it shall exercise such priority at the request of the Port Authority. Any lease, deed, conveyance or similar instrument so obtained from the United States or the State of New Jersey shall preferably be in the name of the City, but shall be so drawn as to permit the property or the right or interest therein to be demised, sublet or transferred to the Port Authority. The price, rental and other terms and conditions upon which such real property or any right, title or interest therein or thereto shall be obtained from the United States or the State of New Jersey shall be subject to the approval of the Port Authority and the Port Authority shall be responsible for the payment of the purchase price, rental, or other consideration.

By Grant from the State of New Jersey to the City, dated June 10, 1946, and recorded July 16, 1946 in the Register's office of Essex County in Book D 108 of Deeds for said County, at page 55, *et seq.*, the State of New Jersey has agreed to grant to the City free of charge any and all right, title and interest of the State which may be appurtenant to the property therein described and which may thereafter be acquired by the City within the Terminal Area. Pursuant thereto, the City upon the request of the Port Authority will make application to the proper State authorities for the transfer to the City of all such right, title and interest of the State appurtenant to any property within the Terminal Area acquired in the future by the City either directly or through the medium of the Port Authority.

18. Port Street and Doremus Avenue

The City agrees that if, at some future date, a city street or state or county highway connecting New Jersey State Highway Route No. 25 and Doremus Avenue shall be constructed north of the demised premises, and within one-half mile thereof, the City will, upon the opening of such street or highway to traffic, if so requested by the Port Authority and if the City has legal power so to do, close the presently existing Port Street together with the portion of Doremus Avenue within the Terminal Area, and upon such closing, the presently existing Port Street and said portion of Doremus Avenue shall immediately become part of the demised premises but the City shall not close the same unless so requested by the Port Authority.

19. City Streets and Public Highways

The City shall close such City streets within the demised premises as it shall be requested to close from time to time by the Port Authority, but it shall not close any City streets within the Terminal Area without the consent of the Port Authority. In the event of such closing, the Port Authority does remise, release and forever discharge the City and its successors of and from any and all claim or claims or causes of action which the Port Authority or its successors may now or hereafter have against the City by reason of the closing and discontinuance of such streets.

The Port Authority shall maintain the surface of all public highways (including City streets) within the demised premises.

20. City Owned Utilities

Subject to the provisions hereof, the City shall have the right to continue to maintain now existing water mains, pipes, sewers, drainage ditches, electrical equipment and other City owned utilities within the demised premises; and for that purpose the City and its duly designated officials and employees shall have the right to enter upon the demised premises with men, equipment, trucks and vehicles for the purpose of making repairs, replacements, extensions and relocations as shall be necessary in the opinion of the City. In the event the City determines that it is necessary to relocate or extend any such now existing water main, pipe, sewer, drainage ditch, electrical equipment or other utility owned by the City, then the same shall be relocated or extended at the cost of the City and at a place agreed upon between the City and the Port Authority which will not interfere with the operation or maintenance of the Marine or Air Terminals. In the event, however, that it becomes necessary

in the opinion of the Port Authority to relocate any such existing water main, pipe, sewer, drainage ditch, electrical equipment or other City owned utility because of any construction, fill or excavation done or to be done by the Port Authority, then the same shall be relocated at the cost of the Port Authority pursuant to plans and specifications approved by the City and under the supervision of the City's representatives.

The City shall install at its own cost such new or additional water mains, pipes, sewers, electrical equipment and other City owned utilities as may be necessary in existing and future City streets or other public highways within the demised premises or on other parts of the demised premises, which utilities if not in City streets or public highways shall be at such locations as the parties mutually agree; and the City shall be responsible for the maintenance thereof as well as for the maintenance of existing City owned utilities, the City reserving unto itself the same right of entry to maintain said future utilities as hereinbefore provided with respect to existing City owned utilities. If, however, the City shall determine to make provision for the cost of installing any such utilities, in whole or in part, by assessments for benefits, then the Port Authority shall pay as or in lieu of such assessment the amount which it would be required to pay if it were a private corporation. The Port Authority shall moreover pay water rates and electrical rates for water and electricity consumed by it upon the same basis as others throughout the City.

21. SERVICES TO BE RENDERED BY CITY AND THE PORT AUTHORITY

A. *Air Terminal:*

The Port Authority shall collect garbage and refuse at the Newark Air Terminal and deposit the same at a central deposit point within such Air Terminal as may be agreed upon between the parties. The City shall collect and remove the garbage and refuse from such central deposit point.

The City shall not be responsible for removal of snow and ice from the Newark Air Terminal. The Port Authority shall not place such snow and ice upon any of the public streets or highways of the City.

The Port Authority will provide police for patrolling, for guarding and for traffic control in the Newark Air Terminal, and equipment and personnel for aircraft crash and rescue work. The City will have no responsibility for maintaining police or fire personnel in the Air Terminal. The City agrees that its Police Department will respond to calls from the Port Authority in the event of the commission of crime, rioting, disasters and other emergencies in the demised premises, and that its Fire Department will respond to calls to put out structural fires and handle emergency fires in the Air Terminal.

B. *Marine Terminal*

Within the portion of the Newark Marine Terminal, situated within the City limits, the City shall provide general police and fire protection, shall collect and remove garbage and refuse from the points along the curbs of public highways at which it may be deposited for collection in substantially the same manner as elsewhere in the City, and shall clean and light all existing and future public highways. The Port Authority agrees to provide a berth at the Newark Marine Terminal for a City fire boat, which said berth may be changed by the Port Authority from time to time. In conjunction therewith the Port Authority further agrees to provide sleeping quarters on land for the crew of the City fireboat and the City shall be responsible for the repair and maintenance of such sleeping quarters.

The Port Authority also agrees to provide space for police and fire personnel and for fire fighting equipment in the existing Administration Building in the Newark Marine Terminal equivalent to the space formerly occupied therefor by the City or to furnish equivalent space for such purposes elsewhere within the portion of the Newark Marine Terminal situated within the City limits. The City shall be responsible for the repair and maintenance of such space so long as the same is occupied by it.

22. Fire House

The City may continue to use for fire department purposes the existing building located in the demised premises at the junction of Port Street and State Highway Route No. 25 *provided*, that if such use shall be abandoned for a period of sixty days or more, such right shall cease and terminate, *provided*, that if the Port Authority shall desire the use of said building or the land upon which it is situated, the Port Authority shall have the right to provide substantially similar quarters elsewhere either within or without the demised premises and the City shall promptly remove from said existing building to such new quarters, and *provided*, that the City shall be responsible for the repair and maintenance of said existing building or such new quarters so long as such building or quarters are occupied by it. The Port Authority, however, shall not be required to provide new quarters in the event that the City removes from said existing building of its own volition. If the Port Authority shall provide new quarters as aforesaid within the demised premises it shall have the right from time to time to provide other quarters within or without the demised premises and the City shall promptly remove thereto.

23. City Construction Contracts

The City shall not hereafter enter into any contracts for the performance of any engineering, design or construction work, for the purchase of materials and equipment, or for the making of any improvements or physical changes at, in or in connection with the demised premises. Within thirty days after the date of the commencement of the term of this agreement the City shall furnish to the Port Authority a list of all uncompleted contracts for the performance of any engineering, design or construction work or for the purchase of material and equipment entered into by the City, together with copies thereof. The City shall complete or cause to be completed at its own expense as promptly as reasonably practicable all such work to be performed under such contracts heretofore entered into by the City, *provided,* that the City shall promptly cancel and terminate, at its own expense, any such contract or contracts the cancellation of which is requested by the Port Authority not later than three months after the effective date of the lease. The City shall not, without the consent of the Port Authority, change or modify any such contract or the work to be performed thereunder or the requirements relating thereto. If so requested by the Port Authority, however (and subject to the consent of the contractor, if such consent be necessary), the City shall modify any such contract or contracts or the work to be performed thereunder or the requirements relating thereto, and if such modification shall result in additional cost to the City, the Port Authority shall pay the City therefor.

The City shall require all contractors performing work under said contracts, and all their subcontractors, agents, employees and representatives, to work in cooperation with the Port Authority, its contractors, subcontractors, agents, employees and representatives.

The City agrees to make available to the Port Authority all contracts and other data in connection with any construction done or to be done at the Newark Marine and Air Terminals.

Notwithstanding the provisions of this section the Port Authority agrees to reimburse the City for the dredging of the channel at the Marine Terminal under a contract between the City and The Arundel Corporation, being City Contract No. 1146S, and for the rehabilitation of runways at the Air Terminal under a contract between the City and Robert Bossert & Company, being City Contract No. 1046A, provided that no such reimbursements shall be made except upon the certificate of the Chief Engineer of the Port Authority to its Executive Director that such work has been satisfactorily accomplished according to modern engineering standards and procedure, and that the contract price is fair and reasonable. Such reimbursement

shall not exceed in the case of the dredging of the channel the sum of $150,000 and in the case of the rehabilitation of runways the sum of $200,000.

If the amount so reimbursed by the Port Authority for the rehabilitation of runways under the aforesaid Contract No. 1046A shall be less than $200,000, the Port Authority agrees to reimburse the City for any additional amount expended by the City for the rehabilitation of runways at the Air Terminal as shall not exceed the difference between the amount of said reimbursement under said Contract No. 1046A and the sum of $200,000, provided, however, that such contracts shall have been entered into by the City subsequent to July 1, 1947, and shall have been approved by the Chief Engineer of the Port Authority. The work thereunder shall be subject to the supervision of the said Chief Engineer and his duly authorized representatives. The City shall not make any payments under such contracts nor settle any disputes in connection therewith without the consent of the Port Authority, and in the case of any litigation brought against the City for payment of damages thereunder, the Port Authority may at its option defend said suit or suits or negotiate any settlement thereof.

Any reimbursement made pursuant to the provisions of this section shall be applied against the Port Authority's obligation to expend $50,000,000 within the first seven years of the term.

24. Outstanding Contracts

The lease of the demised premises is subject to any and all outstanding leases, permits, contracts and agreements entered into by and between the City and third persons which may or shall create any interest in the real property hereby demised. The City does hereby assign and transfer to the Port Authority as of the first day of the term for which the demised premises are leased, all of its right, title and interest in and to any such outstanding leases, permits, contracts and agreements creating an interest in the real property hereby demised, together with any deposits and rents prepaid thereunder, except such leases, permits, contracts and agreements as by their terms are not assignable. Certain of said leases, permits, contracts and agreements are shown on Exhibit "D" annexed hereto, and the City shall furnish to the Port Authority a complete list of all such leases, permits, contracts and agreements within ten days of the commencement of the term hereof.

Said Exhibit "D" also lists certain other outstanding contracts and agreements between the City and third persons, and the lease of the demised premises is also subject thereto; and the City does hereby also assign and transfer to the Port Authority as of the first day of the term for which the demised premises are leased, all of its right, title and interest in and to such other contracts and agreements, together with any deposits and rents prepaid thereunder.

The Port Authority hereby assumes the obligations of the City under such outstanding leases, permits, contracts and agreements, not, however, including any claims arising out of any acts or omissions occurring prior to the first day of the term for which the demised premises are leased, even though the state of facts upon which such claims are based continues after that date.

The City shall pay over to the Port Authority all deposits and prepaid rents under or in connection with said leases, permits, contracts and agreements, within ten days from the first day of the term for which the demised premises are leased.

This assignment includes any and all rights or causes of action now existing in favor of the City against any person or persons, firms or corporations, including the past due rentals listed in Exhibit "E" annexed hereto, arising out of any of the leases, permits, contracts and agreements hereby assigned, and the Port Authority shall have the right to prosecute, compromise, settle and collect the same. All collections arising out of the causes of action so assigned shall be and become revenues of the Newark Marine and Air Terminals, except that the rentals shown on Exhibit "E" which are past due and owing under any leases, permits, contracts and agreements shall, if and when collected by the Port Authority, be apportioned, allowed and adjusted between the City and the Port Authority as of the first day of the term for which the demised premises are leased.

The Port Authority shall be responsible for and shall indemnify the City and hold it harmless from all claims arising out of and with respect to all leases, permits, licenses, contracts and agreements, to which the Port Authority takes subject as aforesaid, which may result from acts or omissions of the Port Authority subsequent to the first day of the term for which the demised premises are leased. The City, however, shall be responsible for and shall indemnify the Port Authority for and hold it harmless from any claims arising out of acts done or omitted to be done by the City in respect to any contracts, leases, licenses or permits relating to the demised premises, prior to the first day of the term for which the demised premises are leased.

The City shall not hereafter enter into any leases, permits, licenses, contracts or agreements, or extend any now existing, which shall or may affect the demised premises in any way whatsoever, without the consent of the Port Authority.

25. Physical Changes

The Port Authority shall have the right to alter, change, remove, relocate or demolish any building, structure or improvement on the demised premises or on

other portions of the Newark Marine and Air Terminal Areas and to place fill upon or excavate the demised premises or other portions of the Newark Marine and Air Terminal Areas, and to erect structures and improvements thereon or therein and to make other physical changes thereon or therein.

Title to any buildings, structures or improvements constructed, installed or made by the Port Authority on the demised premises shall immediately vest in the City.

26. CONDEMNATION OR ACQUISITION BY OTHERS

In the event the demised premises or any part thereof, or the right and interest of the Port Authority hereunder in or to the demised premises or any part thereof shall be condemned, taken, or acquired by a body having a superior power of eminent domain, then the compensation or award therefor shall be payable in accordance with the following provisions:

I. Out of said compensation or award there shall be paid to the Port Authority an amount equal to the sum of the following:

A. The amount required to redeem the Port Authority bonds, issued for Newark Marine and Air Terminal purposes and outstanding at the time title vests in the condemning power, at the earliest dates after such decree or judgment when they may be called for redemption, or, if any such bonds are not subject to call, then the amount required to redeem them at their maturity; less the following three items:

(1) The assets of any sinking fund established for the redemption of sinking fund bonds issued for Newark Marine and Air Terminal purposes including interest thereon; and

(2) The proceeds remaining unexpended from the sale of any and all bonds issued for Newark Marine and Air Terminal purposes;

(3) Any cash set aside for redemption of bonds issued for Newark Marine and Air Terminal purposes.

B. The interest on such bonds from the last interest payment date prior to the vesting of title in the condemning power up to the date of such call or maturity, and

C. The call premium, if any; and

D. Any unamortized Port Authority funds other than bond proceeds or federal or state grants, expended for capital improvements at the Newark Marine and Air Terminals.

II. The balance, if any, of such compensation or award shall be paid to the City.

The amount paid to the Port Authority as provided for in this Section shall, together with any funds remaining unexpended for marine and air terminal purposes from the proceeds of such bonds, be set aside in a special fund. If, after the payment or redemption of all of said bonds with interest and after the deduction of unamortized Port Authority funds as aforesaid, there shall remain any balance in said special fund, including income and appreciation thereon, the Port Authority shall pay such balance to the City. The Port Authority shall not be liable to the City for any loss to said special fund by reason of the investment thereof provided that said funds are invested in bonds of the United States, the State of New Jersey, the State of New York, the City of Newark or bonds issued by the Port Authority for marine and air terminal purposes.

If the whole of said demised premises or the right and interest of the Port Authority in or to the same shall be condemned, taken or acquired, as aforesaid, then no further rental shall be payable hereunder. If only a part of the said demised premises or of any real property contiguous thereto and used in connection therewith or of the right and interest of the Port Authority in or to the same shall be so condemned, taken or acquired, and the part so condemned, taken or acquired is so substantial as to make it impractical to proceed with the operation of the demised premises for marine and air terminal purposes, or for either of such purposes then, and in such event, no further rental shall be payable hereunder; provided, however, that possession of the demised premises remaining shall be promptly surrendered to the City as if the term hereof shall have come to an end. If, however, only a part of the demised premises or of the right and interest of the Port Authority in and to the same shall be so condemned, taken or acquired, and the part remaining is sufficient in the opinion of the Port Authority to permit the operation thereof for Marine Terminal purposes or for Air Terminal purposes or both, then, and in such event, the obligation of the Port Authority under the provisions of this agreement relating to rent as well as under the several other sections of this agreement shall continue and remain unaffected by such condemnation, taking or acquisition. The minimum rental, however, shall thereafter be apportioned, but such apportionment, in any event, shall be made only with respect to any subsequent year or years during which no more than the minimum rental shall be due the City under this agreement.

In the event that the Marine Terminal Area shall be condemned in its entirety, then the obligation of the Port Authority to expend sums in connection with the

Newark Marine and Air Terminals, as provided in Section 10 hereof, shall be reduced by one-sixth; and if the portion of the demised premises within the Air Terminal Area shall be condemned in its entirety, then the said obligation of the Port Authority shall be reduced by five-sixths; and as so reduced, shall then become the obligation of the Port Authority in place and instead of the obligation aforesaid.

27. Transfer of Real Property to Others

The Port Authority agrees that the title to any or all of the parcels of property colored in red on the Map and marked respectively Parcels Nos. 5, 6, 7, 8 and 9 and situated adjacent or contiguous to the right-of-way of the Central Railroad of New Jersey may be conveyed by the City to said Railroad Company at any time within four years from the effective date of the lease, free and clear of any right, claim or encumbrance arising under or by reason of this agreement and lease, and in any such event, the parcels so conveyed shall cease to be a part of the demised premises; *provided,* that the price or other consideration for such conveyance, and the terms and conditions of the agreement pursuant to which such conveyance is made, shall be subject to the approval of the Port Authority. If the consideration for such conveyance to said Railroad Company consists in whole or in part of any money payment or payments to the City, the City shall forthwith pay such money over to the Port Authority. The Port Authority, at its option, may apply such money to the acquisition of real property within the portion of the terminal area situated within the city limits as provided in the clause "Acquisition of Real Property", and if not so applied the Port Authority shall apply such money in the manner provided in this agreement for the application of moneys constituting awards in condemnation.

This agreement and the lease created hereby is subject to three certain agreements between the City and the State of New Jersey, dated respectively March 11, 1931, March 23, 1943 and November 9, 1943, whereby the City has agreed to convey to the State for state highway purposes in connection with State Highway Route No. 25, certain lands and real property, more fully described in said three agreements, including slope rights, bridge and other rights therein specified. Subject to the provisions hereinafter contained, the City shall have the right to convey said lands and real property to the State at any time in accordance with said three agreements and to receive and retain to itself any consideration therefor which may be paid by the State of New Jersey.

It is the intent of the parties that the areas shown in color on the map shall be contiguous to State Highway Route No. 25 and Port Street, Doremus Avenue and the right-of-way of the Central Railroad of New Jersey in cases where they are shown as

contiguous upon the map; in the event that the areas shown in color on the map are not actually contiguous to State Highway Route No. 25 and Port Street, Doremus Avenue and the right-of-way of the Central Railroad of New Jersey as such highway, streets and right-of-way are actually laid out and established, then and in such event the boundaries of the areas shown in color on the map shall be automatically revised so that such areas shall be contiguous to such highway, streets and right-of-way as actually established and laid out.

The said three agreements between the City and the State provide among other things, for the conveyance to the State of the parcel shown in blue upon the map and marked Parcel No. 1. In lieu of conveying said Parcel No. 1 to the State, the City may convey to the State, all or a portion of the parcel colored in blue upon the map and marked Parcel No. 2, and also a parcel adjacent to Route No. 25, on the east side of said highway route south of Haynes Avenue, and having an area and dimensions approximately equivalent to those of Parcel No. 1, such conveyance to be free and clear of any right, claim or encumbrance arising under or by reason of this agreement and lease, and in any such event, the parcel so conveyed shall cease to be a part of the demised premises; provided that such conveyance shall be made within four years from the effective date of the lease; and provided that the State shall surrender its right to a conveyance of Parcel No. 1.

Furthermore in lieu of conveying the parcels shown in blue upon the map and marked respectively Parcel No. 3 and Parcel No. 4 to the State, the City may convey to the State two parcels having areas and dimensions approximately equivalent to those of Parcels Nos. 3 and 4 adjacent to State Highway Route No. 25 within the areas shown colored in yellow between Port Street and 800 feet north of Haynes Avenue. Such conveyances shall be free and clear of any right, claim or encumbrance arising under or by reason of this agreement and lease, and in any such event, the parcels so conveyed shall cease to be a part of the demised premises; provided that such conveyance shall be made within four years from the effective date of the lease; and provided that the State shall surrender its right to a conveyance of Parcels Nos. 3 and 4.

28. <u>Insurance</u>

The Port Authority hereby undertakes and agrees to indemnify and save the City harmless from any claims, causes of action or judgments, by reason of personal injuries, including death, sustained by any person or persons in the demised premises and for any claims for damages to property, (not including however, any claims

29

arising or resulting from acts or omissions of the City, its officials, employees, agents or contractors or arising or resulting from the exercise of any rights or obligations which the City has reserved or assumed in the demised premises), and agrees to procure at its own expense in companies permitted to do business in the State of New Jersey, such liability insurance as will protect the City from any such claims, suits, demands or judgments which may arise from the operation, control or occupancy of the demised premises. Such liability insurance shall provide limits of at least $1,000,000 for property damage and limits of at least $200,000 for one person and $2,000,000 for more than one person injured or killed in any one occurrence.

The Port Authority further agrees to procure fire insurance with extended coverage endorsement on all buildings, structures, equipment and fixtures in or upon the demised premises. Such policy shall cover the property to the extent of 80% of the value thereof, and cover the interests of both the City and the Port Authority. All policies shall provide that loss, if any, shall be payable to the Port Authority. The Port Authority shall hold the proceeds of all such insurance in a trust fund for the purpose of repairing or reconstructing any of the buildings, structures, equipment or fixtures damaged or destroyed by reason of any of the risks insured against by such policies or for the purpose of making other capital improvements to the Newark Marine and Air Terminals. In the event the proceeds of such insurance exceed the cost of any such repair or reconstruction, or of the making of such capital improvements, such excess shall be paid to the City. If the Port Authority shall not commence such repairs, reconstruction or other capital improvement within one year from the date of receipt of the proceeds of such insurance, the same shall be paid over to the City. In the event such proceeds shall be insufficient, then the Port Authority shall make such repairs, replacement or reconstruction with other than operating funds.

Notwithstanding the foregoing provisions of this section, in any case where an improvement on the demised premises is destroyed (the original cost of which was to be amortized by rental payments from a tenant or lessee of the Port Authority) and is not replaced, the proceeds of so much of the insurance as covers such improvement (together with any amounts set aside for the payment of bonds issued for Newark Marine and Air Terminal purposes attributable to such improvement), shall be applied to the payment of any such bonds then outstanding and interest thereon, and the remainder, if any, shall be paid to the City.

If any such bonds shall not be then redeemable, then the sums so paid to the Port Authority as herein provided, together with any amounts set aside for the payment of such bonds shall be held by the Port Authority in a special fund, and shall be applied to the payment of such bonds at their earliest redeemable date.

If, after the payment or redemption of all such bonds with interest, there shall remain any balance in such special fund, including any appreciation thereon, the Port Authority shall pay such balance to the City. The Port Authority shall not be liable to the City for any loss to such special fund by reason of the investment thereof, provided that such funds shall only be invested in bonds of the United States, the State of New Jersey, the State of New York, the City of Newark, or bonds issued by the Port Authority for Newark Marine and Air Terminal purposes.

All policies or certificates evidencing the aforesaid insurance, shall be delivered to the Director of Revenue and Finance of the City, and all premiums shall be paid by the Port Authority.

The City hereby assigns and transfers to the Port Authority as of the first day of the term for which the demised premises are leased, all of its right, title and interest in and to any insurance covering the City which has been furnished to it under the aforesaid leases, permits, contracts and agreements, which policies of insurance shall be delivered by the City to the Port Authority within 30 days after the commencement of the term hereof.

29. Federal Aid

The City agrees to cooperate with the Port Authority, if so requested by the Port Authority, in making any necessary applications for and in securing any and all Federal aid which may be obtainable for the Newark Marine and Air Terminals under any applicable Federal laws.

30. Policy in Regard to City Ordinances and Regulations

In the rehabilitation, improvement, operation and maintenance of the portions of the Newark Marine and Air Terminals within the City limits, the Port Authority will as a matter of policy, conform to the enactments, ordinances, resolutions and regulations of the City and its various departments, boards and bureaus, in regard to the construction and maintenance of buildings and structures, and in regard to health and fire protection, which would be applicable if the Port Authority were a private corporation, to the extent that the Port Authority finds it practicable so to do, without interfering with, impairing or affecting the efficiency and economy of its marine and air terminal operations, or its ability to operate the marine and air terminals upon a self-supporting basis, or its obligations, duties and responsibility to the two states, its bondholders and the general public, but the decision of the Port Authority as to whether it is practicable so to do shall be controlling. To

that end, the Port Authority shall submit copies of the plans and specifications for buildings and structures to the appropriate City officials, and shall consult with them with respect thereto, and shall receive their comments and suggestions thereon.

31. Approach Zones, Transition Zones and Turning Zones

During the term for which the demised premises are leased, the City shall not erect or permit the erection of any obstructions or hazards to avigation upon or above City streets or other real property belonging to the City situated outside the Terminal Area which will project into the approach zones, transition zones or turning zones of any now existing or future aircraft runways at the Newark Air Terminal as such runways may then exist. If it becomes necessary or desirable to remove in whole or in part any such obstructions or hazards now existing upon City-owned property and projecting into the approach zones, transition zones or turning zones of such runways as they now exist (or to remove in whole or in part any such obstructions or hazards existing on such City-owned property or projecting into the approach zones, transition zones or turning zones of any future runway or any extension of any existing runway) it shall be done only with the consent of the City and at the cost of the Port Authority.

32. Transfer of Civil Service Employees

The Port Authority agrees to employ the civil service employees now employed by the City directly or indirectly in connection with the Newark Marine and Air Terminals and listed on Exhibit "F" annexed hereto, at rates of pay not less than they now receive from the City, *provided* such employees notify the Port Authority in writing of their desire to accept such employment prior to the effective date of the lease, and *provided, further,* that they shall be subject to any and all rules, regulations and employment policies of the Port Authority now or hereafter adopted with respect to matters affecting personnel and employment.

33. Charges Against Operations

Where under or pursuant to or because of this Agreement the Port Authority has agreed to do any act or thing at its own cost or expense or without cost to the City or to assume any liability or to make any payment, such provision shall not be construed to prevent the Port Authority from charging such expenditures against operating revenues, in the event that they are expenses directly attributable to the operation and maintenance of the Newark Marine and Air Terminals within the meaning of "Net Operating Revenue" as defined in Section 1 hereof, or from charg-

ing them against the proceeds of bonds issued for Newark Marine and Air Terminal purposes in the event that they are proper capital charges for Newark Marine and Air Terminal purposes. Nothing herein contained shall, however, be construed to permit the Port Authority to charge any sum paid to the City by the Port Authority for damages (other than rent) to operating expense, and the same shall be paid from the Port Authority's share of any net revenue or other Port Authority funds.

34. INTEREST ON REFUNDING OF BONDS

The Port Authority shall not issue any bonds to refund bonds issued for Newark Marine and Air Terminal purposes at a date earlier than the maturity date of the bonds to be refunded, unless the refunding bonds bear a coupon or stated interest rate equal to or less than (but not greater than) the rate borne by the bonds to be refunded, but this shall not apply to the funding or refunding of notes maturing one year or less from the date of their issue.

35. ARBITRATION RE: ACCOUNTING

If at any time hereafter any dispute, difference or question shall arise between the parties with respect to any accounting question involved in the determination of the amount due to the City as rent over and above the minimums provided for in Section 5 hereof, or involved in the determination of the amounts due to the City pursuant to Sections 26 and 28 hereof, or any other accounting questions arising under this contract, then every such dispute, difference or question shall be submitted for arbitration to three certified public accountants to be appointed by the Executive Committee of the American Institute of Accountants within thirty days after written notice served by either party to this contract upon the other by mail demanding that such dispute, difference or question be so submitted for arbitration.

In the event that the Executive Committee of the American Institute of Accountants fails or refuses to appoint such arbitrators within thirty days after the mailing by either party to this contract of a written request for such appointment, then such dispute, difference or question shall be submitted for arbitration to three (3) public accountants to be appointed by the American Arbitration Association within 15 days after written notice served by either party to this contract upon the other by mail demanding that such dispute, difference or question be so submitted for arbitration. The award, ruling or determination which shall be made by a majority of said arbitrators shall be final and binding upon the parties hereto and the parties hereto agree to comply with such award or determination provided the award or determination shall be made in writing within 45 days next after the

submission to them of the dispute, difference or question, or on or before any later date to which the said arbitrators, by any writing signed by them, shall enlarge the time for making their award. If it is determined that the Port Authority or the City of Newark is prohibited by law from agreeing to submit to arbitration or to be a party to an agreement providing for arbitration, then the provisions of this contract relating to arbitration shall be null and void but shall not affect the other provisions of this contract, which shall, nevertheless, remain in full force and effect.

36. RIGHTS AND REMEDIES

The Port Authority agrees that the City shall have all the rights and remedies for which provision is now made by law or which may hereafter be made by law.

37. LEGISLATION

The Port Authority agrees that prior to January 31, 1948, it will recommend to the Governor and Legislature of the State of New York the adoption of legislation in the form set forth in Exhibit "G", which said legislation will be concurrent with Chapter 330 of the Laws of New Jersey, 1947.

The Port Authority further agrees prior to January 31, 1948, that it will recommend to the Governors and Legislatures of the States of New Jersey and New York the adoption of additional legislation in the form set forth in Exhibit "H", which is substantially similar to the legislation referred to above, and will permit the bringing of suits, actions and proceedings against the Port Authority in connection with or arising out of any agreement with any municipality in the Port District for the operation by the Port Authority of a marine terminal; and the City agrees that it will join with the Port Authority in making such recommendation to the Governor and Legislature of New Jersey.

38. NAMES OF AIR TERMINAL AND MARINE TERMINAL

The Port Authority agrees that the Air Terminal shall be known as "NEWARK AIRPORT" and the Marine Terminal shall be known as "PORT NEWARK".

39. INSPECTION

The City through its properly designated officials and employees in the performance of their official duties shall at all times have the right of free access to all portions of the demised premises.

40. Notice

All notices, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer of such party, or delivered at his office during regular business hours, or forwarded to him by registered mail. Until further notice, the duly designated officers upon whom notices and requests shall be served are as follows:

For the Port Authority:

Executive Director
The Port of New York Authority
111 Eighth Avenue
Borough of Manhattan
City, County and State of New York

For the City:

City Clerk
Municipal Building
City of Newark
New Jersey

If mailed, the giving of notice shall be complete upon receipt.

Section 41. Dumping of Refuse in Demised Premises.

The City shall terminate as of a date not later than six months after the effective date of the lease, all permits issued to third parties to dump refuse and trade waste on the demised premises.

The Port Authority agrees, however, to permit the City to continue the dumping of refuse on the demised premises for a period not to exceed sixteen months after the effective date of the lease, and the City agrees to cease and discontinue all such operations after that date. The dumping of such refuse during this period shall be confined to such areas as may be designated by the Chief Engineer of the Port Authority or his successor in duties, and in accordance with such rules and regulations as may be established by the Port Authority.

Upon the expiration of this permit, the City shall have the right to remove the Tractor Garage, Wash-house and Superintendent's Office and any personal property used in connection therewith, now erected upon the City Disposal Area within the demised premises, but such right shall not extend beyond nineteen months after the effective date of the lease.

The Port Authority agrees that the City may renew up to March 15, 1949, the contract between the City and Malgieri & Company dated April 18, 1945, for the salvaging of materials from dumping areas, and to receive all payments thereunder. The contractor shall, however, comply with all rules and regulations established by the Port Authority. In the event that the contractor shall fail to observe and comply with such rules and regulations, then and in such event, the City agrees to terminate such contract forthwith upon request of the Port Authority.

Upon the construction of the City's new incinerator plant outside of the demised premises, the Port Authority will endeavor to provide an area within the demised premises for use by the City for the dumping of ashes and such other incinerator residue from the new plant as is not, in the opinion of the Port Authority, offensive or otherwise unsuitable for temporary fill. Such privilege shall be exercised only in accordance with the rules and regulations established by the Port Authority and the use of such dumping area shall in any event be terminable by the Port Authority at any time that such area is required for the construction, operation and maintenance of the Newark Air and Marine Terminals.

42. Covenant of Quiet Enjoyment

The City agrees that the Port Authority on paying the rent herein reserved promptly when due and on performing all of the other terms, covenants and conditions set forth in this agreement promptly as required, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term hereinbefore specified.

43. Section Headings

The section headings are for reference purposes only and shall not be deemed descriptive of the sections.

44. Miscellaneous

Except as herein otherwise expressly provided, the Port Authority shall have full power and discretion to proceed with the financing, rehabilitation, expansion, improvement, development, operation and maintenance of the Newark Marine and Air Terminals, and to enter into such contracts, agreements, subleases or other arrangements with respect thereto as it may deem necessary and desirable; all matters connected therewith, including but not limited to, all details of financing, construction, leasing charges, rates, tolls, contracts, and operation shall be within the

sole discretion of the Port Authority; and the decisions of the Port Authority in connection with any and all matters concerning the Newark Marine and Air Terminals shall be controlling, provided that all such things shall be done by the Port Authority in its own name and on its own credit.

45. Sale of Surplus Property

The Port Authority shall have the right to sell any lands, buildings, structures or other real property, acquired or constructed for Newark Air Terminal purposes and located outside of the City limits which in its opinion will no longer be required for use in connection with the operation of the Air Terminal, *provided,* that it shall not sell any improved real property located within the Terminal Area (and outside the City limits) without the consent of the City. As used in this Section 45, the phrase "improved real property" shall include aircraft runways, aircraft taxiways, aircraft aprons, aircraft hangars, and other facilities designed for the use of and then useable by aircraft, and the land occupied thereby and land reasonably necessary in connection therewith, but shall not include fill, bulkheads or retaining walls, or vehicular roadways, or any other buildings or structures not designed for the use of and not then useable by aircraft or reasonably necessary thereto.

If such real property shall have been acquired or constructed with the proceeds of the sale of Port Authority bonds, the Port Authority shall set aside out of the net proceeds of the sale of such real property an amount which bears the same ratio to the total cost to the Port Authority of the acquisition or construction of such real property as the period from the date of sale of such real property to a date twenty-five years from the date of the acquisition or construction thereof, bears to twenty-five years; *provided,* that the amount so set aside shall not in any event exceed the net proceeds of sale of such real property, and *provided, further,* that if such real property shall be sold on or as of a date more than twenty-five years after the acquisition or construction thereof for Newark Air Terminal purposes, no amount whatsoever shall be so set aside.

Except as above provided in this Section 45, the proceeds of such sales of real property shall be the property of the Port Authority and the City shall have no right thereto or interest therein.

At the option of the Port Authority, to be evidenced by a notice in writing to the City as provided in Section 40 hereof, the Port Authority may devote to authorized Port Authority purposes (other than Newark Marine or Air Terminal purposes) any lands, buildings, structures or other real property which it is authorized or permitted to sell by or pursuant to the foregoing provisions of this Section 45. In any such event, the Port Authority shall set aside out of Port Authority funds (other than

Newark Marine and Air Terminal funds) an amount which bears the same ratio to the cost to the Port Authority of the acquisition or construction of such real property as the period from the exercise of such option by the Port Authority to a date twenty-five years from the date of the acquisition or construction thereof for air terminal purposes bears to twenty-five years; *provided,* that the amount so set aside shall not in any event exceed the reasonable value of such real property as of the date of the exercise of such option, and *provided, further,* that if the Port Authority exercises its option to devote any such property to purposes other than Newark Marine and Air Terminal purposes on or as of a date more than twenty-five years subsequent to the date upon which such property was acquired or constructed for air terminal purposes, no amount whatsoever shall be so set aside.

The amounts set aside by the Port Authority as aforesaid (either in the case of sales of real property, or in the case of real property devoted by it to purposes other than Newark Marine and Air Terminal purposes) shall be applied by it to the making of capital improvements to the Newark Marine or Air Terminals, or to the payment of the principal or redemption price of bonds issued by it for Newark Marine and Air Terminal purposes, or to the making of sinking fund payments in connection with such bonds, (whether or not the proceeds thereof were used to purchase or construct such real property), and to such purposes only. Principal, redemption prices and sinking fund payments paid out of the amounts so set aside shall not be deducted in computing net operating revenue as provided in Section 1 hereof or in computing the rent to be paid by the Port Authority as provided in Section 5 hereof. In cases where capital improvements are made with or out of the amounts so set aside, no deduction shall thereafter be made on account of the amortization thereof in computing net operating revenue as provided in Section 1 hereof or in computing the rent to be paid by the Port Authority as provided in Section 5 hereof. If, any real property sold as hereinbefore provided, or devoted by the Port Authority to purposes other than Newark Marine and Air Terminal purposes, shall have been acquired or constructed for Newark Air Terminal purposes with Port Authority funds other than the proceeds of bonds issued for Newark Marine or Air Terminal purposes, no further deductions on account of the amortization of such Port Authority funds shall thereafter be made in computing net operating revenue and in computing the rent to be paid by the Port Authority.

Real property so located outside of the City limits sold as aforesaid or devoted by the Port Authority as aforesaid to purposes other than Newark Marine and Air Terminal purposes shall not thereafter be deemed to be part of the Terminal Area or of the Air Terminal Area; and in the case of property so devoted by the Port Authority to purposes other than Newark Marine and Air Terminal purposes, it and

any income thereafter derived therefrom shall be and shall be deemed to be free and clear of any right, interest or claim of the City fully and completely and as though it had never been acquired for Newark Air and Marine Terminal purposes.

46. Lease to City of Property Outside City Limits

If the parties shall desire to have the operation of the Newark Marine and Air Terminals continued after the expiration of the term for which the demised premises are leased, then the parties agree to negotiate in good faith for a renewal of the lease for such term, at such rental and upon such other terms and conditions as may be mutually satisfactory.

If, however, the parties shall fail to agree upon a renewal of the lease, and if the City shall desire to operate in its own name and on its own behalf an air terminal upon the portion of the Air Terminal Area within the City limits, and if the City shall determine that it is necessary for the proper and efficient operation thereof to continue the use in conjunction therewith of the portion of the Air Terminal Area then lying outside the City limits, or any part thereof, then the Port Authority agrees to lease said portion of the Air Terminal Area outside of the City limits, or so much thereof as the City may deem necessary, together with all buildings and personal property used in connection therewith to the City, rent free, as hereinafter in this section provided.

The term of such lease from the Port Authority to the City shall commence upon the expiration of the term of the lease from the City to the Port Authority created by this agreement, and subject to the provisions hereof, the said term shall continue for a period of twenty-five years thereafter.

The City shall have the right, at its option, to renew said lease for successive terms of twenty-five years each for so long as it continues the operation of an air terminal upon the portion of the Air Terminal Area within the City limits, *provided*, that if at the expiration of any such renewal term the City is not using any part of the premises (outside of the City limits and within the Air Terminal Area) for runways, landing areas or other facilities for the landing and taking off of aircraft, or for the storage, repair and servicing of aircraft, then the City shall have no further right of renewal.

If during the eighteen months immediately preceding the date on which the term of the lease from the City to the Port Authority created by this agreement expires,

the Port Authority shall notify the City that it desires to know whether the City intends to exercise its option to lease the portion of the Air Terminal Area outside the City limits or any part thereof, then the City shall within sixty days thereafter give notice to the Port Authority of its intention so to do and if it fails so to do then the Port Authority shall be under no obligation to lease such property to the City. In the absence of such notice from the Port Authority, the City shall have the right to exercise such option by notice to the Port Authority given at any time prior to a date fifteen days after the date upon which the term of the lease from the City to the Port Authority created by this agreement expires and if the City fails to give such notice the Port Authority shall be under no obligation to lease such property to the City. If the City exercises the option to lease such property, then thereafter, the City shall give notice to the Port Authority in writing of its intention to renew said lease from the Port Authority to the City at least ninety days in advance of each renewal date. In the absence of such notices from the City the Port Authority shall be under no obligation to renew any term of such lease.

At the option of the City the foregoing lease from the Port Authority to the City (and any renewal thereof) shall include any or all properties outside the City limits and not within the Air Terminal Area then owned by the Port Authority and used by it for approach zones, transition zones or turning zones, or beacons or similar aids to avigation, in connection with the Newark Air Terminal.

Unless otherwise hereafter agreed by the parties, the said lease from the Port Authority to the City, and each and every renewal thereof, shall be subject to the following terms and conditions:

(a) The premises so leased by the Port Authority to the City shall be used, and used only, for the purpose of the construction, maintenance and operation of runways, landing areas, and other facilities for the landing and taking off of aircraft and for the storage, repair and servicing of aircraft and for purposes incidental thereto.

(b) The City shall take good care of the said premises, and make all repairs, structural or otherwise, during the term of the lease, or any extension or renewal thereof, and shall quit and surrender the said premises upon the expiration of the original or any renewal term in good condition, ordinary wear and tear excepted.

(c) The City shall not make any alterations, additions, improvements or changes in the said premises, other than for the purposes set forth in subparagraph (a) of this Section 46, without the consent of the Port Authority.

(d) The City shall comply with all Federal, State, and Municipal laws, ordinances and regulations applicable to the said premises, at its own expense.

(e) The City shall indemnify and hold harmless the Port Authority from any claims or damages arising out of the use or occupation of the said premises by the City.

(f) The City shall permit the Port Authority and its duly authorized representatives to enter and inspect the said premises at reasonable times.

(g) The City shall not sell, transfer, mortgage, pledge or assign the lease without the consent of the Port Authority, except that the City may sublease portions of the said premises for the aforesaid purposes. The said premises shall not be sublet in their entirety except to the State or a municipality or other public body or agency.

(h) The City will subordinate such lease to any mortgages which the Port Authority may place upon the said premises, and will deliver at the Port Authority's request any subordination agreements required; *provided,* that such mortgages or any bonds secured thereby shall by their terms be due and payable prior to the dates on which the lease from the Port Authority to the City takes effect.

(i) If the City shall be in default under any term or condition of the lease, the Port Authority may serve written notice upon the City of the existence of such default and of its intention to terminate the lease, and if the City shall fail to remedy such default within ninety days after the giving of such notice, then the lease shall terminate upon the expiration of said ninety days. Such notice may be given at any time after the default occurs and so long as it continues. The waiver of any default shall not constitute a waiver of any other default whether or not of a like nature.

(j) The City shall assume and perform any obligations imposed upon the Port Authority by law with respect to said premises and the operation and maintenance thereof, including without limiting the generality hereof, any obligation to pay taxes; and the City shall also assume and perform any obligations voluntarily assumed by the Port Authority under any contract or contracts with the City of Elizabeth with respect to said premises and the operation and maintenance thereof, including without limiting the generality hereof, any obligations to make payments to the City of Elizabeth in lieu of taxes and any obligations to conform to the requirements of ordinances, statutes, rules and regulations of the City of Elizabeth; *provided,* that nothing herein shall be construed to constitute an admission by the Port Authority that it is or will be obligated to pay taxes upon said premises or to conform to said municipal requirements.

(k) Upon the performance of the aforesaid terms and conditions, the City shall quietly enjoy the premises leased to it.

In Witness Whereof, the parties hereto have executed these presents as of the day and year first above written.

Attest: The City of Newark

H. S. Reichenstein (sgd.) Vincent J. Murphy (sgd.)
(Seal) *City Clerk* *Mayor*

Attest: The Port of New York Authority

Joseph G. Carty (sgd.) Howard S. Cullman (sgd.)
(Seal) *Secretary* *Chairman*

Approved as to Form Approved as to Form
S.G.

Thomas L. Parsonnet (sgd.) Leander I. Shelley (sgd.)
Corporation Counsel *General Counsel*

State of New Jersey,
County of Essex, } ss.:

Be it remembered, that on the 22nd day of October, One Thousand Nine Hundred and Forty-Seven, before me, a Master in Chancery of New Jersey personally appeared Vincent J. Murphy, Mayor of The City of Newark, a municipal corporation, to me personally known to be the individual described in and who executed the preceding Instrument, and who duly acknowledged to me the execution of same, and being by me duly sworn, for himself, does depose and say that he is the said Mayor of The City of Newark aforesaid, that the seal affixed to the preceding Instrument is the seal of said The City of Newark and that the said seal and his signature as such Mayor is duly affixed and subscribed to said Instrument by authority and direction of the Commissioners of said The City of Newark.

Sworn and subscribed to before me
this 22 day of October, 1947. } Vincent J. Murphy (sgd.)
Mayor of The City of Newark

Thomas L. Parsonnet (sgd.)
A Master in Chancery of New Jersey

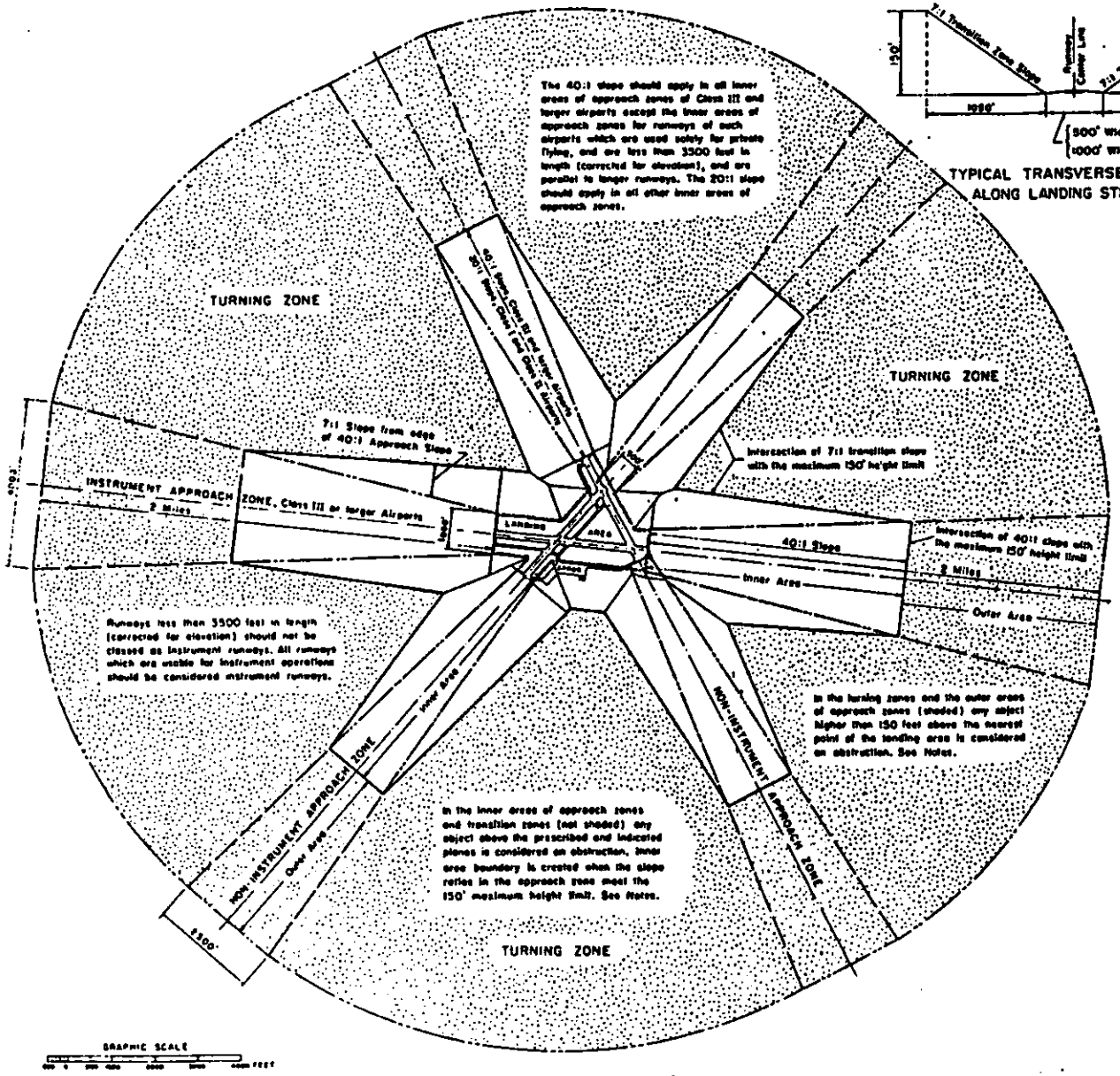
STATE OF NEW JERSEY }
COUNTY OF ESSEX } SS.:

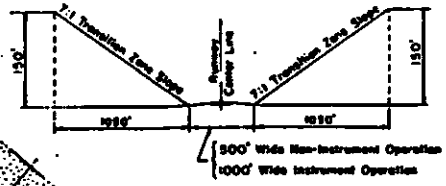
BE IT REMEMBERED, that on this 22nd day of October, One Thousand Nine Hundred and Forty-Seven, before me the subscriber, a Master in Chancery of New Jersey personally appeared JOSEPH G. CARTY and made proof to my satisfaction that he is the Secretary of THE PORT OF NEW YORK AUTHORITY, the party named 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 HOWARD S. CULLMAN who was at the date thereof the Chairman of said corporation, in the presence of this deponent, and said Chairman 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, and that deponent, at the same time, subscribed his name to said Instrument as an attesting witness to the execution thereof.

Sworn and subscribed }
before me at Newark, N. J. }

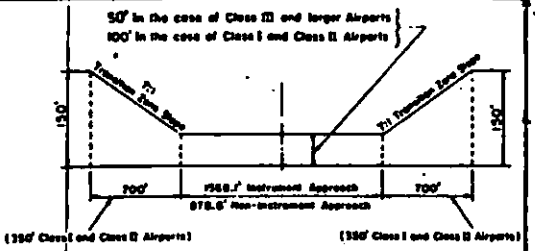
JOSEPH G. CARTY (sgd.)
JOSEPH G. CARTY.

RUSSELL E. WATSON (sgd.)
Master in Chancery of New Jersey

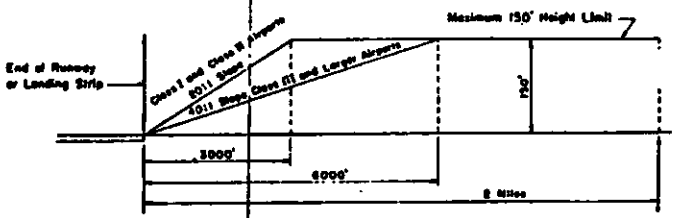




TYPICAL TRANSVERSE CROSS SECTION ALONG LANDING STRIP AND RUNWAY



TYPICAL CROSS SECTION OF APPROACH ZONE AT A POINT 2000' FROM RUNWAY END



APPROACH ZONE PROFILE

NOTES

1. These standards are recommended for use in determining what structures and objects are, or would be airport obstructions. If any proposed object would exceed these limits its construction normally should be prevented. All existing objects exceeding these limits should be either removed (or lowered) or marked and lighted in accordance with C.A.A. Standards. For advice, in any particular case, the appropriate C.A.A. Field Office should be consulted.
2. For purposes of determining what height limits should be imposed, either by zoning or by the acquisition of property interests, in order to protect existing approaches against further obstruction, the approach zones should be regarded as beginning at the ends of all existing and proposed runways and landing strips as they are to be extended or constructed according to the current C.A.A. approved master plan for the airport in question, rather than as beginning at the ends of existing runways and landing strips as shown in these drawings. For all other purposes the approach zones should be regarded as beginning at the ends of the runways or landing strips as then constructed, or as they are to be constructed or extended pursuant to definite plans of the airport owners.
3. These standards are considered as stating the maximum height limits that should be allowed. However, as an airport's safety factor is greater when the structures and objects in its immediate vicinity are kept to lower levels than those indicated as a maximum, the approaches should be cleared and protected on a more restrictive basis if feasible.

THIS DRAWING SUPERSEDES DRAWING NO. 152-C.

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
OFFICE OF AIRPORTS
AIRPORT ENGINEERING DIVISION

AIRPORT APPROACH STANDARDS

Conforming to ANC Uniform Requirements

REV	APPROVED: Elwin R. Quellhorst	
	REVIEWED BY AIRPORT EXECUTIVE COMMITTEE	
	SUBMITTED: Oliver Moore	
	CHECKED: GHS	DWG BY: H.P.L. Jones
	DATE: Sept. 1, 1946	SHEET 1 OF 1 DWG NO. 672

EXHIBIT "C"

THE PORT OF NEW YORK AUTHORITY

Department of Audit and Control

Inventory of Newark Airport

Department Automotive Equipment Location..... Date Aug. 14, 1947

Quan.	*Description*	*Cost*	*Model*	*Serial No.*	*No. (City)*
				2AC	
1	(Case Tractor Plow 1946 4 wheel	$1,755.00	VA1W3	12432704	T3
	(6ft. x 2 ft. plow—Anderson Snow Plow		R42	12941	
	(Black Hawk hydraulic plow hoist		P60	1355365	
1	(Large Sno-Go, Oshkosh. FWD.		W709	1222314	T12
	((Loaned U. S. A. Aug., 1946)				
	(Commercial body capacity 15,000				
	(City Garage.				
1	(Walter Snow Fighter		FH	191267	T13
	((Loaned U. S. A. Aug., 1946)		SSC17		
	(Open hoist—commercial body				
	(Hydraulic hoist for plow				
	(City Garage				
1	(Caterpillar Road Grader. Model 212		DW10	R-1849	T14
	((Loaned U. S. A. Aug., 1946)				
	(Weight 15,200 Motor			20P - 5726	
	(Commercial Body		IR-849		
	(Motor for starting diesel				
1	(Sno-Go, Oshkosh. FWD 1946	$18,555.00	SU-1946	677163-465	T16
	(Motor Model TU-3 Serial 1595				

Quan.	Description	Cost	Model	Serial No.	No. (City)
1	(Sno-Go. Good Roads Machinery (Motor (Buda) (Ford motor Model HR 351	$9,000.00	1668 HP351	288003 10909E	T50
1	(Da-V-Lite (Motor (Wisconsin Engine (Lights—4—16"—185,000 candlepower	$1,600.00	WF5 VE4	DL-110 472400	T51
1	(Toro Parkmaster. 1947 6 wheel (Grass mower and sickle bar (" " " " " (Ford Engine (3 Toro Sparton 30" cutting units	$2,000.00	No. 3—26185 SAEHP30 M-3153	 Front— 66428300 Rear— 634097CG AY-9375	T52
1	(Anderson Snow Type Plow (9 ft. long. 2 ft. high (Attached to Dodge Truck	$790.00	S	23115	T59
1	(Plymouth 4 door Sedan Two way radio (Motor—6 cyl.—1944	$1,260.00	Special Deluxe	11454903 P14-93144	40
1	(Dodge Truck 1941 Two way radio (4 wheel drive—heater—1 spare tire ((Motor—6 cyl.—½ ton (Ambulance converted for "Electric (Shop"	$530.00	WC9 USA	8674592 T-207 48241	91A
1	(Willys 1945 Jeep Two way radio (Motor—4 cyl.—1½ ton	$782.00	ORD	4283445 257235	117A

Quan.	Description	Cost	Model	Serial No.	No. (City)
1	(Dodge Dumper 1946 (6 wheel with Black Hawk hydraulic (pump attachment (6 cyl. motor—1½ ton—2½ cu. yd. (capacity	$1,900.00	WFA 31 D63	81379379 224341 TC118 162238	168A
1	(Dodge Dumper 1946 ((6 cyl. motor—1½ ton—6 wheel— (2½ cu. yd. capacity	$1,900.00	WFA 31	81384501 TC118 169341	169A
1	(Dodge Dumper 1946 ((6 cyl. motor—1½ ton—6 wheel— (2½ cu. yd. capacity	$1,900.00	WFA 31	81384624 TC118 170649	170A
1	(Dodge Truck Express Body (6 cyl. motor—½ ton—4 wheels— (1 spare wheel & tire	$961.00	WC 1946	81169594 T112 142385	173A

City of Newark—Department of Parks & Public Property

1	Nelson Truckloader—4 wheels—gas engine			27561	T39

Loaned by U. S. Army August 1946

1	(Sweeper—Frank G. Howe 3 wheels (Operated by gear on rear wheel			TTS417	
1	Worthington—9 gang Blitzer—18 wheels				
1	Fertilizer Sprayer—E. S. Gandrud—2 wheels				

Quan.	Description	Cost	Model	Serial No.	No. (City)
1	Sickle bar 5 ft. 5 in. long				
2	Blades for Grader 5 ft. long 6 in. wide				
5	Wheels—used. Worthington Blitzer. Size 350 x 18				
1	Rim " " " " " "				
1	Tire—spare for above wheels. Used #419M2829				
1	Drawbar—for Case Tractor P 1261				
1	Tar kettle—"Littleford" Style 84 Series WM				
1	Power Scythe #14463 (DPA 69)				
1	" " #14464 (DPA 70)				
1	Lawn mower #1238150				
1	Sand sprayer—"Goodroad" Model 4 U Serial 265				
1	Drawbar—used. Case Tractor				
1	Spare wheel and tire—mounted. Dodge. 7.50 x 20 #9301244046 (City Garage)				
1	" " " " " Caterpillar Grader (for T12) 12 x 20 #058750950				
1	" tire 11 x 20 (for T16) #G6515111C				
1	Power driven Salt and Sand Spreader—worn				
1	Ray Oil Burner #99370. Type XP110. 110 volt 60 cycle.				
1	Electrolift—Snow Plow 91A				
1	Snow Plow—Meyers—Model 1696 8 ft. long 2 ft. wide.				
1	Hydraulic lift—Black Hawk—for snow plow Model B60. #B 1015				
1	Hydraulic cylinder—Black Hawk— " " " R286 #A 1054771				
1	" " " " " " " " #A 1420818				
1	"A" Frame for snow plow				
7	Tractor blades—cast iron—"Roto Wing Co"—snow plow—Walters				
1	Homelite Self-Priming Pump—complete with hoses—Model 23S-2-1, Ser. #275710				
	Chain Hoist 1½ Ton "Yale & Towne"				

THE PORT OF NEW YORK AUTHORITY

Department of Audit and Control

Inventory of Newark Seaport

Department Automotive Equipment Location..... Date Aug. 14, 1947

Quan.	*Description*	*Cost*	*Model*	*Serial No.*	*No. (City)*
1	(Dodge Dumper Truck 1946 ((6 cyl. motor—2½ cu. yd. capacity	$1,985.00	1946 WF31	81395280 T118 178377	172A
1	(DeSoto 5 passenger 1939 (6 cyl. motor		S-6	5641111 S-68339	47
1	2 Wheel Fire Trailer Pump Unit. (Model—John Deere 1501) Gr. Wt. 4000# Pump capacity 500 gals per minute. PAA 88				
1	Trench—Marine Pump Type 337 Eng. #3307 2 h.p. Size 2 Model 0 Gasoline				
1	Johnson Outboard Motor LS 38 Ser #287226				
1	Boring Outfit "Dugal" #2 (Sounding)				
1	Mundy Hoist (New) "Brown & Sites" #1936—Electric—G-E Motor Model KR365—Volts 220-440 60 Cycle 15 h.p.				
1	Bowser self measuring pump with 65 gal. tank				
1	Induction motor Starter—Fairbanks Morse—Type 0—COR—#53823. 220 v. 60 cycle				
1	Induction Motor #177328—Type H10—Frame 860—10 h.p. 220 volts 60 cycle				
1	Winch—"International Hoist" #181—hand operated—Drum Size 8"—200 ft. ¼" cable on winch				
1	"McMyles"—Interstate Terminal Travelling R.R. Crane—Ser #3634—Contract #BC3359 with a 1½ yd. Grab Bucket				
1	Toledo Scale—platform—35 Ton—with self registering boom.				

THE PORT OF NEW YORK AUTHORITY

Department of Operations

INVENTORY—NEWARK AIRPORT
AS OF AUGUST 6, 1947

Location TOOL ROOM (Bldg. 506)

Quantity	*Description*
1	Wrench—Ratchet—#73 (Snap On) 38" Long
2	Lift—Hydraulic—Snow Plow—"Black Hawk"
2	Jacks—"Universal Screw" #10—16" Overall Lift
1	Cap—Part #W30—Case Tracter
9	Shoes—Knife
3	Housing #2-8—Worthington Blitzer

IN BACK OF BLDG. #510

25 Yds.	Granite Screenings (?)
11	Window Frames 6' 7" High—49¼" Wide (Metal) 12 Panes
2000 Ft.	Cyclone Fence—4' High
25 Ft.	Concrete Mesh—2" x 4"—4' High
16	Duct—Composition—Electric—3½" x 6'
11	Duct—Composition—Electric—2" x 4½'
3	Duct—Composition—Electric—Els—4"—4½" Overall
2 Reels	Barb Wire
110	Barb Wire Brackets—Sq. Base—For Fence
17	2" x 5' Wire Fence Post Bracket Pipe
57	Pressed Steel Fence Posts—5' Long & Fittings
22	Lengths Misc. Fence Railing
1	Roller—Road—27 Dia.—36" Long (Home Made)

GARAGE

Quantity	*Description*
2	Tar Pails—8 Gal. With Spouts
1	Vise—Blacksmith—40" Overall—6" Jaw
1	Spray Gun—Oil
1	CO-2 Fire Ext.—15 lbs.—#12041
1	Wrecking Bar—44"
1	Mall—8 lbs.
1	Oil Can—Spout Type—1 Gal.
¾ Gal.	Yellow Paint
1	Pipe Chain—¾" to 3"
1	2 Gal. Oil Can—Spout

OUTSIDE GARAGE

1	Hay Rake—2 Metal Wheels—9' Wide—Condition 1

BUILDING #510

11	Closet Bowls—Unmounted—Army Equipment
6	Sinks—Unmounted—Army Equipment
3	Flush Tanks—Unmounted—Army Equipment
91	100 lb. Bags Rock Salt
4	Double Porch Chair—52" Long x 27" Wide—Wood
16	Sewer Cleaning Buckets
14	Cyclone Fence Gates—44" Wide 46" High—With Hinges
3	Window Frames—42" Long—32" Wide—Wood—2 Pane
3	Window Frames—52" Long—26" Wide—Wood—4 Pane
1	Screen Door—Wood—2 Panel 7' High—39½" Wide
12	Handles—Sledge Hammer—36"
10	Snow Scoops—2' Long—11" Wide
3	Grass Rakes—Wood—Damaged

Quantity	*Description*
8	Scythe—5′
9	Handles—Scythe
1	Cross Cut Saw—68″—Two Man
1	Cross Cut Saw—72″—Two Man
1	Blade—Cross Cut Saw—72″—Two Man
6	Poles—Fire—74″
4	Push Broom Handles—54″
5	Hoes—56″
11	Grass Rakes—Metal—60″
1	Fire Ext. "Childs"—Foam Type—2½ Gal.
10	Ground Rods—Copper Coated—5′
12	Ground Rods—Copper Coated—6′
1	Pair Rope Blocks—7½″—3 Sheave—250′ Rope—Approx.—¾″
1	Pair Rope Blocks—5½″—1 & 2 Sheave—100′ Rope—Approx.—¾″
8	Snow Shovel—Long Handle—18″ x 14″
4	Garden Forks—40″ x 7″—40″ Long
2	Hay Forks—64″ Long—7″ Wide
19	Round Point Long Handle Shovels—60″ Long—9″ Wide
23	Flat Shovels—Long Handle—60″ Long—16″ Wide
10	Picks
2	Paving Block Tampers—34″ High—18″ Handle
10	Short Handle Round Shovels—10″ Wide—38″ Long
12	Short Handle Square Shovels—10″ Wide—38″ Long
3	Short Handle Spade Shovels—10″ Wide—38″ Long
33	Handles—Pick—Used—3′ Long
7	Street Brooms
4	Ice Choppers—Worn
1	Post Hole Spoon
2	Post Hole Diggers
1	Mall—Wood—7″ Dia.—Worn
1	8 lb. Sledge
10	Sickles
4	Steel Tampers
20	Wicket Type Runway Reflectors (Markers)

Quantity	*Description*
3	Crow Bars—60″
1	Chain Tong—48″
1	Screen Door—80″ x 26″
2	Screen Door—80″ x 31″
18	Pipe—Fence Post—48″ Long—2″ Dia.
34	Transite Duct—3″ Dia.—10′ Long
7	Transite Duct—3″ Dia.—7′ Long
2	Transite Duct—3″ Dia.—41″ Long
1	Transite Duct—3″ Dia.—25″ Long
6	Handles—Cross Cut—2 Man
16	Transite Duct—Sleeves 2″
2	Stove Pipe—2′ Long—8″ Dia.
1	Hand Truck
6	Bags—Portland Cement
47	Bags—Lime—Agricultural
6	Metal Grill Rail Guards (From Admin. Bldg.) 89″ Long 29½″ Wide
18	Stainless Steel Screen Frames (From Admin. Bldg.) 51″ Long 11½″ Wide
8 Sets	Stainless Steel Screen Frames (From Admin. Bldg.) 61″ Long 15″ Wide—Hinged
4 Pcs.	Stainless Steel Screen Frames (From Admin. Bldg.) 26½″ Long
1 Pc.	Stainless Steel Screen Frames (From Admin. Bldg.) 38″ Long 18″ Wide

CARPENTER SHOP (Bldg. #510)—All Hardware Salvaged

1	Electric Grinder—1/6 H. P.
1	Wood Block—3 Sheave—1″ x 6½″ Sheave
1	Wood Block—1 Sheave—1½″ x 5½″ Sheave
1	Wood Block—2 Sheave—¾″ x 6″ Sheave
1	Wood Block—3 Sheave—¾″ x 6″ Sheave—(Broken)
1	Shackles—1″ Stock With Pins
1	Shackles—¾″ Stock With Pins
2	Shackles—½″ Stock With Pins

Quantity	*Description*
1	Shackles—½″ Stock No Pin
1	Shackle—⅜″ Stock No Pin
8 Doz.	Sheets Sand Paper
3	Yale Night Rim Springlatch (New)
500	¾″ Acme Fastener
500	⅝″ Acme Fastener
500	⅜″ Acme Fastener
500	½″ Acme Fastener
20	Boxes Assorted Wood Screws
1	Pipe Cutter—3″
2	Long Handle Shovels
1	Long Handle Push Broom
180	Casement Window Screens—49″ x 16¾″
4	Wood Doors 7′ x 35½″
2	Screen Doors—7′ x 29½″
1	Wood Door—With 1 Glass—7′ x 36″
5	Wood Doors—7′ x 31½″
1	Wood Door—7′ x 27½″
4	Metal Doors—7′ x 31½″
1	Metal Door—7′ x 27½″
1	Metal Door—7′ x 27¾″
3	Metal Doors—7′ x 30″
1	Wood Door—7′ x 3′—1 Glass
1	Wood Door—7′ x 3′—4 Glass
1	Wood Door—7′ x 31½″
1	Wood Door—7′ x 29″—1 Glass
12 Boxes	Parts For Obsolete Flood Lights—Field—"Westinghouse"
9 Pcs.	2″ x 10′ x 14′ Fir
2 Pcs.	4″ x 4″ x 12′—Fir
3 Rolls	Asphalt Roof Paper
40 Ft.	2 x 1 Spruce Rib
900 Ft.	2 x 1 Spruce Rib
7 Pcs.	¾″ x 10″—12′
6 Pcs.	¾″ x 10″—12′
4 Pcs.	½″ x 10″—12′
3 Sheets	¾″ Plywood—Fir—4′ x 8′

Quantity	*Description*
1	Step Ladder 8′
1	CO2—Fire Ext.—15 lbs.
1	Bench—6′ Long—9″ Wide—17½″ High

OUTSIDE—"GARAGE FOR GARDEN EQUIPMENT"

15 Yds.	Trap Rock
20 Yds.	Cow Bay Sand
400 (Approx.)	Common Red Brick
10 Yds.	¾″ Gravel

Location BUILDING #506—TOOL ROOM

11 Ft.	Hose—¼″—Air
1	Pump—Water—Chevrolet (1939)
1	Distributor—Delco Remy—1111506—Complete—Used
1	Extra Cap For Distributor—#1111506
200	Pins—Cotter—Assorted
1	Funnel—Galv.—6″
1	Can—Oil Spring—½ Pint
2	Reflectors—King-Bee—Fotoray—4″
1	Tool Kit—Complete For Snogo F. W. D.
1	Kit—Road Bombs (3) For Snogo F. W. D.
1	Kit—First Aid—"Davis"—#24
35	Blades—Hacksaw—12″—18 Teeth
1	Pruner—High Power—#908—"Wiss"
3	Frames—Hacksaw—"Star" #20—Pistol Grip
2	Files—Mill 12″
3	Hammers—Ball Pene—1½ lbs.—Wood Handles
2	Saws—Hand #8—25¾″ Cross Cut—New
2	Covers—Bearing—4½″
10 lbs.	Putty—In Oil
1	Jack—Hydraulic—"Standard" #SX5085
2	Guns—Grease—"Alemite" #6637—Zerk

Quantity	*Description*
1	Gun—Grease—"Alemite" #6556D—Zerk
1	Gun—Grease—"Alemite" #6550—Zerk
1	Wrench—Adjustable Jaw—18" Crescent
2	Wrenches—Socket—1" x 1½"
1	Wrench—Plug—⅞"
1	Bar—Pinch—24"
3	Wrenches—Box ⅞" x 13/16"
2	Wrenches—Box—1" x 15/16"
1	Wrench—Box—⅞" x ¾"
1	Wrench—Socket Tee—1"
1	Wrench—Box—3½"—#21219
4	Gear—Part #AD9—Worthington Blitzer
4	Gear Pinion—5"—Worthington Blitzer
1	Clutch—ASF—4116—Worthington Blitzer
1	Gear—Pinion—6"—Worthington Blitzer
1	Thermostat—Part #1245A—Worthington Blitzer
1	Gear—Housing—Part #13DVA1—Worthington Blitzer
2	Couplings—Shaft 1½"—Worthington Blitzer
1	Shaft—1½" x 32"—Worthington Blitzer
4	Hub Caps—AD163—Worthington Blitzer
10	Shim—Rear Knife Guide—Part #63—Case Tractor
3	Rim Clamp—Part #516—Case Tractor
1	Inner Shoe—Part #V21—Case Tractor
11	Shim—Front Guide—Part #63R—Case Tractor
5	Sleeves—Part #V50V3—Case Tractor
5	Fan Belts—Part #V438—Case Tractor
1	Tie Rod—Part #U438—Case Tractor
1	Water Spray Guide—Part #N8—Case Tractor
2	Duplex Clamp—Part #7—Case Tractor
1	Stop Spring—Part #11—Case Tractor
1	Knife Guide—Part #V52—Case Tractor
1	Cap—Part #443A—Case Tractor

Location NINTH PRECINCT—ELECTRICIAN'S OFFICE

Quantity	*Description*
9	Twin Outlet Textolite—GE #2679
6	Switch Brown—3-Way—GE #2514
1 Roll	Tape Varnished—¾"
1	Ammeter—Clamp on—Type AK-I—60 Cycles—Model BAKIAAAI
1 Gal.	Glyptal—Gloss Black—GE #1224
1 Gal.	Glyptal Thinner—GE #1500
190	Fuses—Plug—30 Amp.—1252
50	Fuses—Cartrage—Renewable—K&E—30 Amp.—250 V
20	Fuses—Cartrage—Renewable—K&E—60 Amp.—250 V
10	Fuses—Cartrage—Renewable—K&E—100 Amp.—250 V
6	Fuses—Cartrage—Renewable—K&E—150 Amp.—250 V
4	Fuses—Cartrage—Renewable—K&E—200 Amp.—250 V
4	Fuses—Cartrage—Renewable—K&E—400 Amp.—250 V
4	Fuses—Cartrage—Renewable—K&E—600 Amp.—250 V
100	Fuses—Renewals—Links—K&E—30 Amp.—250 V
200	Fuses—Renewals—Links—K&E—60 Amp.—250 V
50	Fuses—Renewals—Links—K&E—100 Amp.—250 V
25	Fuses—Renewals—Links—K&E—150 Amp.—250 V
25	Fuses—Renewals—Links—K&E—200 Amp.—250 V
30	Fuses—Renewals—Links—K&E—400 Amp.—250 V
10	Fuses—Renewals—Links—K&E—600 Amp.—250 V
18	Plain Plug Caps
18	Attachment Plug Base Hubbel—#5612
20	Switch—Double Pole—Lock-Flush—GE #3041
100	Socket—Weather Proof—Pigtail
17	Cube Taps

Quantity	*Description*
30	Reducers—Mogul to Medium
1	Electric Drill—"Thor"—Size UBD ⅜"—Model 4201 —#10160703
1	Electric Soldering Iron GE #291889—225 V—40 W
50	Screw Anchor ¼"
35	Screw Anchor ⅜"
4	Saw—Hole—1 1/16"
1	Carbon Motor Brushes #53—(1 Set)
2	Transformer—Flood Light—WX—15KV2A—60 Cycles
20	Fluorescent Lamp Starters—FS 2—20 W
50	Fluorescent Lamp Starters—FS 4—40 W
20	Lamp Holders Starter Socket—600 W—250 V
30	Sockets—GE #2262091
3 Pts.	Glyptal Cement 1286
20	Levolier Heavy Duty Canopy Switch—No. 1010
10	Levolier—McGill—2 Circuit
1	Climbing Hook—17"
10	Bakelite Switch Plate—P&S #91011
25	Plug Caps—Textile—GE #2813
8	Rolls Scotch Tape—Electrical ¾"
1 Roll	Tape—Rubber GE #351—¾"
6	Switch—Enclosed Tumbler—3-Way—PS 1313
7	Plate Switch Brown—PS 91011
9 Rolls	Friction Tape—¾"
9 Rolls	Rubber Tape ¾"
20	Switch Brown—Textolite—Single—GE #2841
25	Rubber Plug Caps
100	Socket Plugs Intermediate Composition—#9650
100	Socket Pin Type—#43308
1	Heater Electric Chrolax—230 V—4 KW—60 Cycles
1	Desk—Oak—7 Drawers—30" x 60"
1	Desk Chair—Swivel
25	Adaptors—Line Mat # AL630X1—Bartow Light
6	Fluorescent Lamp Balast—20W—118V—1.23 Amp.
6	Fluorescent Lamp Balast—Double 40W—118V—1.85 Amp.

Quantity	*Description*
6	Fluorescent Lamp Balast—Single—40W—118V—o.50 Amp.

ELECTRICAL STORES—BOILER ROOM

32	500W—120V—Lamps—Clear
11	Lamps—Flood—1000 W—125 V—Clear
24	Lamps—Traffic Signal—60 W—120 V—Clear
102	Lamps—60 W—125 V—Clear
60	Lamps—Multiple Prefocused Base—40 W—120 V—Clear
22	Lamps—300 W—120 V—Clear
67	Lamps—100 W—120 V—Clear
12	Lamps—150 W—120 V—Clear
108	Lamps—75 W—125 V—Frosted
96	Lamps—Airport Approach Prefocused Base—200 W—6.6 Amp. Clear
120	Lamps—25 W—125 V—Frosted
222	Lamps—Airport Approach—Multiple—Prefocused Base—100 W—125 V—21 Amp.
36	Lamps—Traffic Signal—40 W—115 V—Clear
34	Lamps—40 W—125 V—Frosted
250	325 Lumen—Series—Airport Marker—Clear
2	Mogul—T-20—By Post—1000W—30V—Clear
1	Mogul—T-20—By Post—1000W—115V—Clear
1	Mogul—By Post—1500W—32V—Clear
9	Lamps—40W—120V—Amber
12	Lamps—40W—120V—Green
25	Lamps—40W—120V—Blue
2	Flashing Signal Lamp—13V—6.6 Amp.—Clear
8	Fluorescent Lamps—40W—White
23	Delineators (Reflector) Blue
18	Globe—7″ High—4″ Dia.—Fresnel—Clear (Runway)
12	Globe—7″ High—4″Dia.—Fresnel—Blue—(Runway)
18	Globe—7″ High—4″Dia.—Fresnel—Red
10	Globe—7″ High—4″ Dia.—Fresnel—Green

Quantity	*Description*
3	Globe—5″ High—3¼″ Dia.—Fresnel—Clear
2	Globe—4¼″ High—2⅜″ Dia.—Clear—Inserts For Above Globes
2	Globe—4¼″ High—2⅜″ Dia.—Green—Inserts For Above Globes
1	Globe—8½″ High—5″ Dia.—Red
6	Glass Shades—8″ Dia.—1¾″ Deep
27	Crouse—Hinds—Bases—6″ Dia—8¾″ Long—Screw Type Bulb
10	3⅜″ x 2½″—360°—#5640—Blue—Inserts
5	3⅜″ x 2½″—360°—#5640—Green—Inserts
20	3⅜″ x 2½″—180°—#3482—Amber—Inserts
9	3⅜″ x 2½″—180°—Assorted Colors—Inserts
4	Relay—30 Amp.—Lexington Electric
1	Electric Heater—Reflector Type—12″
3 Gals.	Varnish
8 Cans	Soldering Paste
3	Lanterns—Oil—Red
6	Pull Lamp Holder Outlet Box—250W—250V
6	Globes—Red—For Above Lantern
6	Receptacles For 3¼″ Outlet Box—250W—250V
10	Keyless Lamp Holders For 3¼″ Outlet Box—250W—250V
3	Keyless Lamp Holders For 3¼″ Outlet Box—250W—250V
35	Plug Fuses—20 Amp.
8	Junction Boxes—Conduit
1	D-C Ammeter—1-10
1	Voltmeter—1-150
10	GE Sockets (Prefocused Type)—#NP-104627
10	Crouse Hinds—Runway Marker Lamp Assembly—L-9—Complete
1	Switch Box—"Russel & Stoll"—Cat. #4411S2
1	Transformer—"Sola" Cat. #95269—40W
1	Level—"Goodall-Pratt"
24	Bars—Solder—1 lb.
1	Transformer—Box—110V—60 Cycles

Quantity	*Description*
1	½ Pint Oil Can—Pump Type
4	Willard Storage Batteries—AWS96—12V
2	8 lb. Can Filling Compound—G-E
1	C&L Plumbers Lead Melting Stove—Gas
1	Water Hose—½"—1 Length—Coupling—1 End Only
10	1" x 3" Pipe Nipples—Galv.
10 Boxes	Hotmold Cleat Receptacles—Brown Cat. #M9715
10	1" Condulet Connectors—Galv. Model M-7
5	Balls—Mason Cord
4	Grease Guns—High Pressure
50	"Wiremold"—1 or 2 Hole Strap—#504
5	"Wiremold"—Plug Receptacles—#5727
5	"Wiremold"—Corner Boxes—#5719
5	"Wiremold"—Duplex Plug Receptacles—#5743
5	"Wiremold"—Utility Boxes—#5728
10	"Wiremold"—Flat Tees—#5715
6	"Wiremold"—#5747
10	"Wiremold"—#517
4	"Wiremold"—Switch Boxes—#5748—Surface Type
4	"Wiremold"—Switch Boxes—#5747—Shallow
10	"Wiremold"—External Adj. Elbows—#518
10	"Wiremold"—#5751
9	"Wiremold"—Elbows—#511
1	Pipe Vise—8" x 3½"—#134
200 Ft.	#2 Wire—White—Synthetic
200 Ft.	#14 Wire—White—Synthetic
100 Ft.	#12 Wire—Black—Synthetic
200 Ft.	#12 Wire—Black—Synthetic
500 Ft.	#12 Wire—Black—Type RW
500 Ft.	#12 Wire—White—Type RW
200 Ft.	#14 Wire—Black—Type RW
200 Ft.	#14 Wire—White—Type RW
200 Ft.	Snake—3/16" x 1/16"
26	Rubber Gaskets For Runway Lights—5" Size
14	Rubber Gaskets For Runway Lights—8" Size

Quantity	*Description*
1	1 Gal. Oil Dispenser—Flex. Spout & Press. Valve
1	4″ Vise
1	6′ Step Ladder
1	Extension Ladder 20′
1	RLM Reflector—14″
16	Colored Screens—Red—Runway Approach
42	500W—125V T20—Lamps—Clear
120	50W—115V A19 Lamps—Frosted
8	Units—Reelite—Type S-D—Appleton Electric SE2—Ser. No. 214308 (For Grounding Planes)

OUTSIDE BOILER ROOM

1235 Ft.	(2 Reels) Underground Cable—Type RJ—#1 Stranded—Single

ELECTRICIAN TRUCK

1	Manly Wrecking Bar
1	Hand Hatchet—Collins
1	Stilson Wrench—24″
1	Claw Hammer—2 lbs.
1	Long Handle Axe
1	5 Ft. Crow Bar
1	Shovel—Round Nose—5′
1	Mall—6 lbs.
1	Drill—⅜—Rubber
1	Hand Oiler—"Gem"
1	Search Light—2 Batteries
1	Screw Driver—10″
30	Lamps—60W—120V—Traffic Signal
12	Lamps—Clear—6.6 Amp.—325 LU.—Airport Marker
1	Lamp—Clear—500W—120V
2	Lamp—Clear—6.6 Amp.—200W—Airport Marker
1	Gasoline Blowtorch—"Clayton & Lampert"

Quantity	*Description*
2	Lanterns—"Mario L Power"
2 Pr.	Lineman Protector Gloves—10 Volts

CONC. BLOCK STOREROOM

Emergency Runway Lighting

7 Reels	Wire
4	Trunk Lights (Markers) With Hoods
1	Reel Carrier
1	Manhole Cover—22¼" Dia.
1	Manhole Cover 30" Dia.
1	Water Meter—"Watch Dog"—Jenkins
2	Plumbers Charcoal Burners
22	Lengths Misc. Stove Pipe
1	Steel Hod
3	Wooden Malls—Without Handles 8"
2	Burner Side Bars—38"
3	Rocker Grates—60"
5	Manhole Frames & Covers—35" Long—24" Wide—5" Deep
1	Pump—"Ding Bat"—Hudson Manufacturing Co.
10	Tractor—Shoes—Caterpillar—Cast Iron
2	Snow Plow Wings—Cast Iron
4	Brackets For Above Blades
2	Strainer Heads—4" Suction Hose
1 Roll	Tar Paper

Pump House

1	CO-2—15 lbs. Fire Extinguisher—Type A

Location ELECTRICAL STOREROOM—BUILDING 65

360	Lamps—6.6 Amp.—1020 Lumen "Airport Marker" Prefocused

Quantity	*Description*
54	Lamps—10W—105V
1	Transformer—Cat. #241-001-028B—Jefferson Elec. Co.
41	Porcelain Reflectors—10½" x 9"—1½" Hole
8	Globe—Glass—2223—Hollaphane
120	Aluminum Fixture Ring—5" Dia.
1	"Crouse-Hinds"—Flood—Type LCA—Cat. #40484
4	"Crouse-Hinds"—Flood—1000W—Cat. #42932X—Type ADE
1	"Crouse-Hinds"—Flood Type—LCE—Cat. #41160—1500W
105 Pcs.	Frosted Rib Glass—19" Long—14" Wide—¼" Thick
5	2 Wire Pot Heads
2	Loud Speakers—Public Address System
4	Dome Type Ceiling Light Fixtures—Large—Removed From Admin. Building
2	Dome Type Ceiling Light Fixtures—Small—Removed From Admin. Building
17	Red "Hollaphane" Globes—6"
9	Green "Hollaphane" Globes—6"
8	Clear "Hollaphane" Globes—6"
43	Globe—Glass—5½" Deep—Hollaphane
21	Globe Marine Type 5" Deep Green
1	Globe—Marine Type 5" Deep—Green
11	Lamps—400W—220V—Clear
7	Lamps—500W—220V—Clear
2	Lamps—1000W—230V—Clear
3	Hanger Fixtures—16" Pipe Length—Removed From Admin. Bldg.
13	Hanger Fixtures—10" Pipe Length—Removed From Admin. Bldg.
13	Reflectors—14" Porcelain—Flat Type
16	Lamps—400W—Type H1—Mercury Lamp
5	Reflectors—24"—Porcelain
2	Reflectors—18" Porcelain
12	Lamps—3KW—32 Volts—Type T32
3	(Edwards) Bells—6"

Quantity	*Description*
15	Lamps—Sodium Vapor—Type NA12
2	Lamps—3KW—32 Volts—Flood
9	Lamps—500W—230 Volts—G-40
12	Transformer—Westinghouse—Style 248292—60 Cycles—6.6 Amp.
2	Transformer—G-E—Cat. #3271910—Series 6.6 Amp.
2	Transformer—Sola—Style 943267—60 Cycles—6.6 Amp.
39	Delineators (Reflectors)
8000 Ft.	#12—2400 Volt—Lead Covered—Single—Jute Outside Cable In Misc. Lengths
6	"Bartow Beacon"—High Intensity (Runway) AAD1
1	Switch—Safety—60 Amp.—250 Volts
2	Switches—Safety—30 Amp.—250 Volts
1	Switch—Safety—100 Amp.—250 Volts
8	Ring—Forflush Light—#HOP1908
3	Lens—"Bartow"—Ald 290Y3
7	Lens—(Inner) "Bartow"—Ald 290Y2
3	Color Screens "Bartow"—Ald 291X3—Yellow
6	Color Screens "Bartow"—Ald 291X1—Green
16	Socket—Brass—With Pigtails (For 3KW Flood Lights)
11	Transformers—G-E—"IL" Cat. #32723Y0—6.6 Amp. 200W
11	Transformers—Westinghouse—2.9 Amps. 220 Volts—Poor Condition
4	Neon Approach Lights—Poor Condition
1	Switch—Safety—Federal Electric—200 Amp.
1	Relay—3-Pole—60 Amp.—Poor Condition
5	Cover—"Crouse Hinds"—For Flush-Light—#1613
10 Gals.	Hydrocide
200 Ft.	Canvas—35" Wide—(Approx.)
4	Disconnects—240 Volts
12	Old Style Boundary Lights & Receptacles
1	Contact Light—"Westinghouse"—Style #888960
1	Winch—Hand Operated—400'—⅜" Cable—Capacity 16 Cwt. Single Line—"Dobbie"

Quantity	*Description*
1	Panel Board—Power & Light—Westinghouse—With Cabinet—57″ x 20″
16	Runway Marker—Snow Light—Crouse Hinds (4—With Fittings)
4	Tarpaulins—Rope Bound—Size?
24	Canvas Cones—Emergency Lighting—Runway Lighting—11¼″ High
7	Bags—Line—Agricultural
200 Ft.	Cable #8—600 Volts—BXL—Two Conductor
500 Ft.	Cable #4—Weather Proof—Line Wire—Single
2	Horses—Wood—32″ x 48″
12	Floodlight Projectors—ADE 14—Cat. #42739—50W
5	Parking Light Globes—Cat. #1123
4	Alabaster Globes—Cat. #123
10	Floodlight Projectors—ADE 14—Cat. #42739
1	Extension Ladder—40′
250 Ft.	Cable—½″—Extra Flexible—Galv. (Approx.)
2	Floodlight—Crouse Hinds—Cat. #40827—Mounted on Stand—200W
1	Radiator—1 Section—26″ High—49″ Long
1	Radiator—1 Section—26″ High—32½″ Long
1	Radiator—1 Section—29½″ High—5″ Long
1	Radiator—1 Section—24″ High—31″ Long
50	Gaskets—For Door Frames—Cat. #KL5242
20	Gaskets—For Cover—Cat. #KL6456
62	Globes—Misc.—Removed From Admin. Bldg.
1	Star For Xmas Tree
1	String of Lights For Xmas Tree—About 100 Sockets
10	Marine Type Globe Protectors
1 Box	Assorted Color Lamps for Xmas Tree
66	300W—Lamps—120 Volts—PS—35—Clear
18	1000W—Lamps—120 Volts—PS—52—Clear
12	1000W—Lamps—125 Volts—G-40
120	10W—Lamps—Assorted Colors
48	300W—Lamps—120 Volts—PS—35—Medium Base
1	Heater—Electric—Westinghouse—Style #800409—110 Volts—4000W

Quantity	*Description*
1 Lot	Scrap Cable & Wire—Approx. 1000 lbs.
200 Ft.	Cable—#12—2 Conductor—Non-Metallic—Parkway
3000 Ft.	Cable—#12 (New)—1 Conductor—Synthetic Insulation—Single Solid—2400 Volts
6000 Ft.	Cable—#12 (Old)—1 Conductor—Synthetic Insulation—Single Solid—2400 Volts
47 lbs.	Plastic Elastic Gum
1	5 Gal. Safety Can
18	Cones—12" (Snow Light)
27	Carbon Sticks—⅝ x 20—Arc Lights
300 Ft.	Conduit Fibre—3"
1	Waste Can—With Cover—21" x 16"

Location TRANSFORMER VAULT ROOM

6	Screen Door—7½' High—29" Wide
1	Screen Door—7' High—40" Wide
1	Screen Door—5½' High—36" Wide
1	16 lb. Sledge Hammer—Handle Cracked
1 Roll	Tar Paper
18	Transite Duct—Coupling—3"
8000 Ft.	#8 Cambric & Lead Covered—Single Conductor—Stranded—2400 Volt—Condition?
200 Ft.	#12—10 Conductor—Solid—Rubber Lead—600 Volts—Condition?
4	Cable Reels—Different Sizes

OUTSIDE BLDG. #510

200 Ft.	#6 Duplex Lead Covered Cable—2400 Volts—On Reel
500 Ft.	#10 Single Solid—2400 Volt—Parkway—On Reel
3000 Ft.	#12 Single Solid Synthetic—2400 Volt Cable—On 4 Reels—Condition?
800 Ft.	#8 Solid Duplex—600 Volts—Armored Parkway Cable—On Reel—Wood Reels—24"

ADMINISTRATION BLDG.—TOWER & HALLWAYS

Quantity	*Description*
1	Table—Aluminum—Wood—18″ Wide—27″ High—26″ Long
3	Chairs—Folding—Wood
1	Table—Oak—1 Drawer—24″ Wide—30″ High—36″ Long
1	Electric Heater—#115382—"Young"
1	Porch Chair—Wood
1	Flag Pole—12′ x 1½″
1	Skylight Pole—9′
1	Turnstile—"Perey"—Coin Operated
1	Turnstile—"Perey"
1	Push Broom—24″
1	Ladder—Window Cleaner—2 Section
1	Radio—G-2—Model AS2—Receiver
1	Pavement Axe
2	Long Handle—Square—Steel Shovels—61″ Long—10½ Blade
1	Mop
1	Mop & Handle

UPSTAIRS WAITING ROOM

5	"Mansfield" Chair—Tubular & Blue Leather
1	"Mansfield" Double Chair—Tubular & Blue Leather
4	"Triple A" Tubular—Red Leather—No arms
6	"Triple A" Tubular—Red Leather—With arms
4	"Triple A" Tubular—Red Leather Tables—18″ x 26″ x 26½″
6	Ash Receivers—Blue Leather—Sand Top—Dia. 10½″—20″ High
1	Refuse Receptacle—Tilt Top-Metal
1	CO-2—15 lb. Fire Extinguisher
1	Fibre Waste Container
2	Paint Brushes—3″

WEST WING—2ND FLOOR

Quantity	*Description*
1	CO-2—15 lb. Fire Extinguisher
2	Garbage cans—Metal

EAST WING—2ND FLOOR

1	CO-2—15 lb. Fire Extinguisher
2	Folding Chairs—Wood
1	Garbage Can—Metal

WEST WING—MAIN FLOOR

2	Planks (Painters) 2″ x 10″ x 16′
1	Ash Receiver—Sand Top—13″ High—11″ Wide—Black Metal
1	CO-2—15 lb. Fire Extinguisher
1	Ash Receiver—Sand Top—20″ High—10″ Dia.—Black Metal
1	Refuse Receptacle—Swing Top—42″ High—11½ Sq.—Metal

WAITING ROOM—MAIN FLOOR

8	Benches (Waiting Room Type)—With Back—3 legs—38″ High—14′ Long
16	Refuse Receptacle—Swing Top—42″—11½″ Sq.—Metal (Two are one foot shorter)
14	Ash Receiver—Sand Top 20″—10″ Dia.—Black Metal
12	Tubular Arm Chairs—9 Black Leather—3 Red Leather

ELECTRICAL STORAGE ROOM—MAIN FLOOR

Quantity	*Description*
98	Lamps—T12—40W—Fluorescent—White
15	Lamps—500W—125Volts—Flood—Mogul—Clear
31	Lamps—200W—125 Volts—Standard—Clear
40	Lamps—75W—125 Volts—Standard—Frosted
48	Lamps—150W—120 Volts—Standard—Clear
10	Lamps—40W—125 Volts—Standard—Frosted
85	Lamps—200W—125 Volts—Standard—Clear
12	Lamps—500W—125 Volts—PS 40—Mogul—Clear
2	Transformer—Fluorescent—G-E
70	Lamps—100W—125 Volts—Standard—Frosted
57	Lamps—10W—120 Volts
40	Lamps—75W—125 Volts—Standard—Frosted
31	Lamps—150 Volts—120W—Standard—Frosted
58	Lamps—60W—125 Volts—Standard—Frosted
1	Pail & Sand
1	Step Ladder—7′

BOILER ROOM

1	CO-2—Fire Extinguisher—15 lbs.
1	Lawn Mower "Reading Special"—Hand Operated—16″ Blade
2	Rakes—Garden—Steel
4	Hose—¾″—50′ lengths
3	Lanterns—Dietz

THE PORT OF NEW YORK AUTHORITY

DEPARTMENT OF OPERATIONS

INVENTORY—NEWARK SEAPORT AS OF AUGUST 13, 1947

Location—TERMINAL STREET STOREROOM

Quantity	*Description*
370	Machine Bolts ⅞" x 7" SQHD W. Hex Nuts
75	Machine Bolts ⅝" x 23" SQHD W. Hex Nuts
140	Machine Bolts 1" x 24" SQHD W. Sq. Nuts
225	Washers C. I. Bevelled—1"
25	Machine Bolts ¾" x 17" SQHD W. Sq. Nuts
300	Cut Spike ¾" x 18"
125	Staples—Iron—½" x 5"
600	Lock Washers—Steel—⅞"
300	Lock Washers—Steel—1¼"
57	Shackles—Iron—Pin Type—Misc. Sizes
300	Lock Washers—Steel 1"
2	C Clamps—7"
2	C Clamps—10"
1	Valve Gate—Jenkins—2" 125 lbs.
8	Machine Bolts—⅝" x 20"—SQHD.
7	Machine Bolts—¾" x 20"—SQHD.
4	Frames for Street Signs—Iron—5" x 19"
15	Machine Bolts—⅞" x 17"—SQHD. With Nuts
200	Hook Bolts—⅝" x 12"
10	Machine Bolts—⅝" x 12"—SQHD.
10	Rail Blocks—C. I.—3½" x 3½"
10	Carriage Bolts—⅝" x 12"
1	Iron Sheave—12"
7	Machine Bolts—1" x 23"—SQHD.
15	T Hinge—Iron—10"
55 Gal.	Asphalt Cut Back (Solution B-15)
2	Manhole Frmes & Covers—C. I.—14" x 14"
600' (approx.)	1" Cable—Condition?

Quantity	*Description*
200′ (approx.)	⅜″ Cable—Condition?
2	Gate Valve—Fairbanks—4″
2	Teeth Section—4 teeth (T1800 Hayoo) for Hayoo Grader
1	Gate Valve—Crane 2″—Condition?
1	Electric Motor GE—220V—15A. Type 181—Form G 60 Cycle—H. P. Continuous—Condition?
1	Electric Motor GE 440V—Pulley 7″ Dia. 6″ long Form 0—60 Cycle—Condition?
2	Jack—50 Ton—Buda—Post Up—Ball Bearing—Style LX—Rise 33″
1	Jack—25 Ton—Cayufa—Ball Bearing
1	Jack—15 Ton—Duff-Norton—Ball Bearing—Rise 10″
25	Elbows—90°—Iron Pipe
10	Assorted Pipe tees
5	Tees—2″—Iron
30	Misc. 2″ Pipe Fittings
1	Turnbuckle—½″ x 14″
20	Couplings—1½″ Pipe—Iron
10	Elbows—1½″ Pipe—Iron
15 lbs.	Roofing nails—1″
1	Stove Pipe Cap—Galv.—15″
4	Reducing Tees—2½″ x 3″—Cast Iron
6	Unions—1½″—Iron
2	Unions—3½″—Iron
1	Valve—2″ Globe—Ferreneoo—Condition ?
40 lbs.	⅛″ Galv. Wire
2	Carrier Unit Heaters (One with motor) Type 203A Series 34756—Condition ?
4	Cant Hooks
7	Log Carriers
5	Pick Handles
1	Pressure Tank—Hauck—25 Gals. (For Kerosene Burner)
5	Road Bombs
1	Fire Ext.—Childs—2½ Gal.—Foam
2	Grub Hooks

Quantity	*Description*
1	Pick—Clay
1	Pipe Vise—#73—Standard
1	(3 Gal.) Watering can
3 Gal.	"Kilem" Liquid
1	Gate Valve—4"—Kennedy
50'	2½" Rubber Lined Linen Hose—Condition ?
1	Tarpaulin—Size ?
1	Vise—Universal—6" Jaw
2	Knife Fuses—200A—250V
1	Howe Army Type—Scale #9 (Small Platform)
1	Drill Press—Hand Operated—"Champion Forge"
3	Hand Cross Cut saws—54"
1	Grinder—Hand Operated—On Stand—13" Wheel
5	Scythe Handles
12	Cant Hook Handles
1	Cast Iron Frame for Locomotive Bell
1	Door—Glass Paneled—7' x 34"
5	Blades—Scythe
1	Bundle Tarpaulin—Size?
1	Hand Grinder—Bench—"Superior"
24	Studs—½" x 24"
20	Bolts—½" x 4"—Machine SQHD
115	Bolts—5½" x ½"—Machine SQHD
12	Machine Bolts—5⅛" x 4"—SQHD
25	Machine Bolts—16" x ½"—SQHD & Nuts
10	Machine Bolts—8" x ¾"—SQHD
15	Machine Bolts—3½" x ¾"—SQHD
1	Wrench—Double End 41" Length—1 1/16" & 1⅜"
3	Monkey Wrenches—24"
54	Assorted Straight Wrenches—Condition ?
1	Wrecking Bar
100	Machine Bolts—5" x ½"—SQHD
25	Machine Bolts—14" x ½"—SQHD
20	Machine Bolts—16" x ½"—SQHD
100	Machine Bolts—3" x ¾"—SQHD
80	Machine Bolts—21" x ¾"
50	Machine Bolts—18" x ¾"

Quantity	*Description*
1	Scoop Shovel—#3—Short Handle
150	Carriage Bolts—3″ x ¼″
25	Carriage Bolts—6″ x ¼″
50	Carriage Bolts—1½″ x ¼″
40	Carriage Bolts—2″ x ¼″
100	Carriage Bolts—5″ x ⅞″
75	Carriage Bolts—3″ x ½″
50	Carriage Bolts—4″ x ½″
150	Carriage Bolts—5″ x ½″
6	Carriage Bolts—9″ x ⅝″
75	Machine Bolts—3″ x ¾″
25	Carriage Bolts—10″ x ½″
50	Machine Bolts—18″ x ⅜″
30	Machine Bolts—3½″ x ¾″
125	Machine Bolts—1¼″ x ½″
12	Double Trolley—"Wilcord" (For Sliding Doors)
125	Carriage Bolts—4″ x ¼″
36	Coach Screws—12″ x ¾″
75	Coach Screws—12″ x ¾″
2	Drive Pins With Handles
12	Cant Hooks
2	Log Hooks
500′	Misc. Sizes Iron Chain
10	Machine Bolts—7½″ x 1″—SQHD
25	Machine Bolts—3½″ x ¾″—SQHD
37	Machine Bolts—7″ x 1″—SQHD
7	Machine Bolts—9″ x 1″—Button Hd.
10	Machine Bolts—8″ x 1″—Button Hd.
12	Machine Bolts—8″ x 1¼″—Button Hd.
10	Machine Bolts—11″ x 1″—SQHD
24	Machine Bolts—9″ x 1″—Button Hd.
12	Machine Bolts—10″ x 1″—SQHD
12	Machine Bolts—12″ x ¾″—SQHD
8	Hydrant Caps—2½″
70	Machine Bolts—21″ x ¾″—SQHD
21	Lanterns With Globes
13	Lanterns Without Globes

Quantity	*Description*
3	Hand Oiler—½ Pint
1	Tallow Pot—Engineers
1	Oil Pot—Engineers
1	Oiler
1	2″ Molasses Gate
1	Barrel Type Oil Measuring Pump—GM
20	Gal. Kerosene
1	Oil Can—5 Gal.
11	Fire Ext. "Guardian"—2½ Gal.—Foam Type A983179
4	R.R. Crossing Sign—31″ x 18″
1	Oil Can—1 Gal.
2	Drums—30 Gal.
3	Funnels—Large
5 Gal.	Lubrication Oil—Quality?
1	Meyer Mop Syringe
1	Kerosene Torch—Hauch
1	Screw Jack—Elliot #7—6½″ High
11	(Metal) Paint Mixers
4	Chipping Hammers—Track
10	Bale Hooks
2	Socket Wrenches—1½″ x 2″
21	Ratchet Drills—Misc. Sizes
8	Timber Tie Rods
2	Cold Chisel With Handles
1	Monkey Wrench—18″
1	Dove Axe & Handle
1	Axe & Handle
1	Sledge Hammer & Handle—16 lbs.
1	Track Hammer & Handle
1	Track Hammer—Pin Type
1	Track "C" Clamp—¾″
1	Axe Handle—36″
1	Sledge Handle—36″
1	Track Hacksaw Frame—6″ x 14″
2	Track Hacksaw Frame—11″ x 12″
1	Greenfield Pipe Threader—#2A—1″ with Dies

Quantity	*Description*
1	Armstrong Pipe Threader—#3—3"—With Dies
1	Pipe Cutter—Holland #2—With Handles
1	Pipe Cutter—Holland #3—With Handles
18	Hydrant Wrenches—Misc. Sizes
12	Hand Wood Augers—Misc. Sizes
4	Putty Knife
12	Paint Brushes—½"—Used
2	Paint Brushes—1"—New
6	Paint Brushes—½"—New
3	Paint Brushes—6"—New
2	Roofing Brushes—5"—New
1	First-Aid Drawer—14 Units
2	Hedge Cutters—Hand
1	Gauage (National Co.) Steam
1	Surface—Aquastate Type L-409-B1X1
1	Gauage—Grisom-Russell—Steam
1	Gauage—Webster System—Steam
2	Ashcrowft—Steam
1	Grass Cutter—Hand
1	Gate Valve—⅜"
1	Cellar Drainer Valve Assembly—Model R—Size #2
1	Gate Valve—2"—Good
1	Gate Valve—1¼"—Good
1	Gate Valve—2"—Poor
2	Safety Valves—2"—Poor
1	Safety Valve—½"—Poor
3	Tee—Galvanized—1" x 1" x 1"—New
3	Nipples—Galvanized—1" x 1" x 1"—New
2	File Cabinets—Wooden—4 Drawers (Old)
2	Electric Heaters—Markel—Cat. #195K1—115V
20 Ft.	Copper Screening—30" Wide
1	Oil Meter—#332971
85 lbs.	5" Cut Spikes
95 lbs.	6" Cut Spikes
70 lbs.	2½" Roofing Nails
100 lbs.	#8 Diamond Point Spikes
50 lbs.	20 P. Finishing Nails

Quantity	*Description*
200 lbs.	8" Wire Nails
50 lbs.	4 P. Wire Nails
120 lbs.	8 P. Wire Nails
375 lbs.	10 P. Wire Nails
150 lbs.	6 P. Wire Nails
110 lbs.	40 P. Wire Nails
200 lbs.	20 P. Wire Nails
250 lbs.	Oakum
1	Misc. Lot of Lumber—Most of which is new
1	Locker—Metal—50" High—21" Wide—24½" Deep
3	Lumber Clamps—18"
10	Street Brooms—16"
103	Pick Handles
10	Axe Handles—36"
200	Oak Wedges—Misc. Sizes
100	Globes—Sprinkler Heads—165°—#1934
70	Dietz—Victor—Lanterns—Clear Globes
11	Sledge Hammer Handles—36"
2	Boxes—Large—XMAS Decorations—Worn
1	Ratchet Screw Jack—"Duff" #TS11 X 1415—10" High
100 Ft.	2" Rubber Water Hose—With Couplings
4	1½" Rubber-Lined Linen Fire Hose—With Couplings (50' Lengths)
5 Gal.	Red Oxide Finish Coat
20 Gal.	Black Paint—"OC"—Irvington Insulating Co.
200 Ft.	Cable—¼"—Flexible Galv.—On Reel
50	Track Picks
1	Elbow—6"—90° Malleable Iron
1	Testing Pump—"Hender #3"—Air Pressure
3	Pot Stoves—UMCO—#212
1	Closet—Sands—Marine
500 Ft.	1¼ Manilla Rope—Condition ?
5	Caulking Mallets—2" x 15" With Handles
1	Iron—Porcelain Sinks—24" Long—18" Wide—12" High

Quantity	*Description*
1	Iron—Porcelain Sinks—21" Long—18" Wide—12' High
2	Tarpaulin—Large—Size 1
1	1¾" Twist Drill—Straight Shank

Location YARD—SOUTH OF STOREROOM

"Shed A"

1	Water Meter—"Trident"—2"—#670866
1	Water Meter—"Torrent"—2"—#1110707
2	Siamese—2½"—Fire Line Fittings
2	Universal Coupling—Fire Line
2	Suction Hose & Couplings—4" x 10"
100 Ft.	Water Hose—1½"—2½" to 1½" reducer on End
50 Ft.	Hose—Rubber Lined Linen—2½" with—3" Couplings
2	Nozzles—Firehose—Iron—2½"
1	Fire Ext. Safety Strap
1	Siamese Fitting—2½" to 1½"
1	Fire Hose Coupling—Iron—2½" to 5"
10	Hydrant Spanner Wrenches
1	Nozzle—Iron—1½"
2	3 Gal. Galv. Pails
27	Hydrant Caps—2½"
1	Axe
2	Long Water Valve Wrenches

"Shed B"

2	2 Man Saws—62"
4	Post Hole Diggers
1	Track Level—10' Long
1	Stove—Pot Belly—Large #20 U. S. Army Type
1	Stove—Pot Space Heater—U. S. Army Type—#1
1	Anvil—Blacksmith—30"
600 lbs.	Nails—10 Penny—Wire
80 lbs.	Nails—50 Penny—Wire
100 lbs.	Nails—60 Penny—Wire

Quantity	*Description*
100 lbs.	Nails—8 Penny—Wire
50 lbs.	Nails—8"—Wire
50 lbs.	Staples—5"—Iron
600 lbs.	Rock Salt
10	Shovels—Long Handle—Roundnose
8	Shovels—#3—Scoop
50	Shovels—Snow—Long Handle
1	Dolly—4 Wheel
1	Log Roller
6	Switch Scrapers—Long Handle
1	Chain Tong—6"
3	Rakes—Metal
1 Bundle	Sewer Plate Hooks
1	Metal Snatch Block—Single Sheave—1½
2	#1 Track Jack—Buckeye
1	Oil Can—Pint
5	Street Brooms—Condition ?
9	Pitch Forks—"Straining R. R. Gravel"—Condition ?
4	Shovels—Sewer—Condition ?
1	Scythe Handle—Condition ?
2	Hoes—Condition ?
1	Ice Chopper—Condition ?
5	Bull Points—Condition ?
4	Chisels—Condition ?
24	Tongs—Condition ?
5	Shipfitters Wrenches—Condition ?
2	Track Movers—Condition?
38	Crow Bars—Condition?
2	Turnbuckles—Condition?
30	Wrenches—Track—Condition?
36	Picks—Track—Condition?
10	Pick Handles—Condition?
9	Shovels—Round Nose—Short
2	Shovels—Short-Handled Scoop—2"
15	Shovels—Square—Long Handle
6	Log Hooks—Condition?
3	Timber Carriers—Condition?

Quantity	*Description*
6	Track Hammers—Condition?
8	Sledge Hammers—Condition?—5 lbs. to 16 lbs.
1 Pair	Timber Tongs—Extra Heavy
2	Pinch Bars—Small
1	Pinch Bar—3′
1	Wheelbarrow—Complete—Metal Body
1	Freight Truck—2 Wheel

YARD—NORTH OF STOREROOM

1	2-Wheel—30 Gal. Cap. Tar Kettle—Condition?
2	Lockers—6½′ High—18″ Wide—18″ Deep—Metal
1	Wheelbarrow—*Poor Condition*
1	Tie Dolly
120	Stakes—Pine—Engineers
1	Hand Forge—"Buffalo"—Condition?
1 Lot	Yellow Pine—¾″ & ⅝″ x 4½″—Misc. Lumber
500 Ft.	¼″ Galv. Flexible Cable—On Reel
2	Sounding Chains
1	Recorder—Condition?
100 Ft.	Hose—Red—1″
2500 Ft.	Soil Pipe—6″ Dia.—12″ Lengths
4	Manhole Plates—21″
1	Manhole Cover—12″
22	Planks—Pine—1½″ x 7″ x 18′
10	Pine—2 x 4's—15′ Lengths
7	Planks—1½″ x 9½″ x 18′
1	Row Boat—14′
10	5 Gal. Cans
2	3 Gal. Cans
1	Gas Distributing Pump—Obsolete—Condition?
5	Guard Rail Clamps—For 100 lb. Rail—Condition?
25	Switch Throw Clamps
2	Track Braces—6′ 6″
32 Pr.	Joint Bars—85 lb. Rail
8 Pr.	Joint Bars—80 lb. Rail

Quantity	*Description*
½ Keg	Lock Bolts
1 Keg	Switch Point Protectors
1 Keg	Switch Point Heel Block Bolts—¾" x 8"
1½ Kegs	Track Bolts—1" x 5"
1 Set	Car Replacer
1¾ Kegs	Track Bolts—1" x 5½"
2 Kegs	Misc. Track Bolts & Spikes—6" to 24"
1¾ Kegs	½" x 6" R.R. Spikes
¼ Keg	1" Nuts
1 Keg	O. G. Washers—Dock
1 Keg	½" x 5" Spikes
½ Keg	Misc. Nails—6" to 8"
2	Track Gauge
31	Crow Bars—Condition?
2	Track Jacks—Buckeye—Condition?
1	Rail Drill—Condition?—Socket Missing—With Drum
25	Rail Tongs—Home-Made—Condition?
1	Timber Hook—For Crane
2	Grab Hooks—For Crane
1	Hand Truck—Acetylene Tank
6	Switch Plates—R.R.
20	Tie Plates—R.R.—100 lb. Rail
1	Chain Tongs—8" Pipe
7	Scoop Shovels
1	Square Shovel
1	Wheelbarrow
8	Timber Hooks
1	Lantern—Kerosene—"Log-Nob"
6	Rakes
12	R.R. Picks
20 Ft.	3" Pipe—Black Iron
50 Ft.	2" Pipe—Black Iron
6	Pitchforks
	Misc. Scrap Metal & Tools
11	50 lb. Rolls Braided Oakum
1 Bundle	R.R. Tie Plugs
1 Keg	⅞" Lock Washers

Quantity	*Description*
60	Switch Plates—R.R.
6	Switch Cross Bars—1″ x 2″ x 6′6″
34	Sections 100 lb. P&S Rail 39′ Long
7	Sections 100 lb. P&S Rail 33′ Long
8	Sections 85 lb. P&S Rail 32′ Long
3	#8 Railroad Track Frogs—100 lb. Rail
9	Sections—85 lb. P&S Rail 33′ Long—Condition?
16	Sections—80 lb. P&S Rail 33′ Long—Condition?
1500	1″ x 20″ Square Head Machine Bolts—With Sq. Nuts
1	Misc. Lot used Lumber—(Should Be Sorted)
	Shed #1
6	R.R. Switch Stand Connecting Rods
4	R.R. Guard Rail Clamps Complete
12	R.R. Switch Rail Braces
12	R.R. Switch Rail Brace Clamps
7	Crow Bars—¾″ Dia.—6′6″ Long
1	Track Level Board
	YARD—SOUTH OF STOREROOM
8	R.R. Ties—Switch Timber—7″ x 9″ x 9′
	YARD—NORTH OF STOREROOM
90	3″ x 10″ x 30′—Fir Lumber
116 Pcs.	6″ x 8″ x 10″—Pine Lumber
27	Ties—Switch Timber—6″ x 8″ x 6′10″
38	Ties—Switch Timber—6″ x 8″ x 14′
12	Ties—Switch Timber—6″ x 8″ x 12′6″
12	Ties—Switch Timber—6″ x 8″ x 15′
6	Ties—Switch Timber—6″ x 8″ x 11′
5	Ties—Switch Timber—6″ x 8″ x 14′6″
20	Ties—Switch Timber—7″ x 9″ x 9′
41	Ties—Switch Timber—7″ x 9″ x 10′6″

Quantity	*Description*
14	Ties—Switch Timber—7″ x 9″ x 16′
17	Ties—Switch Timber—6″ x 10″ x 24′
38	⅛″ x 24″ Wide x 20′ Long—Threaded Platform—Iron
8	Wooden Horses—Road Barriers
400	1/16″ x 20″ x 48″ Long—Galv. Corrugated Iron—Condition?

SHED WEST OF STOREROOM

1	Track Drill—Ratchet—Hand Operated
1	4 Wheel Truck—For Boring Machine—With Counter Weight
50 lbs.	Braided Oakum
100 lbs.	Loose Oakum

YARD—NORTH OF STOREROOM

2	R.R. Guard Rails—16′ Long—100 lb. Rail
2	Switch Points—18′ Long—100 lb. Rail
2	Switch Points—18′ Long—85 lb. Rail
2	1000 lb. Cap. Chain Hoists—Condition?
1	Universal Hoisting Block for McMyles Crane
1	#6 Frog—100 lb. Rail
1	Hand Car—R.R.

YARD—SOUTH OF STOREROOM—SHED #1

4	Bundles—R.R. Tie Plugs
4	Barrett #1D Track Jacks
4 Kegs	9/16″ x 5½″ Track Spikes
5 Kegs	⅝″ x 6″ Track Spikes
½ Keg	⅞″ Lock Washers
½ Keg	⅞″ x 4½″ Track Bolts
1 Keg	1″ x 5″ Track Bolts

Quantity	*Description*
1 Keg	1" x 5½" Track Bolts
½ Keg	⅞" x 5" Track Bolts
20	1" x 20" Sq. Head Machine Bolts
2	R.R. Crow Bars—1" x 6' 6"
5	Rail Lining Jacks
5 Pair	Timber Tongs
1	R.R. Adze
4	8 lb. Splicing Malls
10	R.R. Switch Brooms
6	Sq. Nose Short Handle Shovels
4	Track Picks With Handles
8	Track Crow Bars—6'
3	Track Claw Bars
2 Pair	Tie Tongs
6 Pair	Rail Tongs

"As Reported to Us"

1	500 Gal. Capacity Gas Tank—In Road S. E. of Scale House
1*	Century Motor—110V—60 Cycles—Serial No. 116833 Operating a Centrifugal Pump
1*	"G-E" Motor Type 15—110V—Model 19T—Serial No. 705337—Operating a Centrifugal Pump

THIS SCHEDULE IS SUBJECT TO CHANGE AND SHALL BE MODIFIED TO REFLECT THE TRUE STATE OF FACTS AS SHALL EXIST ON THE EFFECTIVE DATE OF THIS LEASE.

* Located in Port St. Sump Pump House.

EXHIBIT "D"

NEWARK AIRPORT & SEAPORT

List of Certain Leases, Permits, Contracts and Agreements as of July 1, 1947

Lease or Month to Month (a)	Date	Occupant	Commences	Purpose	Expires	Annual Rental under Lease	Month to Month Rental	Remarks
L	6/21/46	Air Cargo Transport		Hangar Space	6/20/47	$ 22,000.00	$ 50.58	
M		" " "		Space—Room #13 Administration Building #2 (303.5 sq. ft.)			43.14	
M		" " "		Space—Room #14 Administration Building #2 (258.8 sq. ft.)			18.33	
M		" " "		Space—Room #15 Administration Building #2 (111.0 sq. ft.)			29.30	Rate: $5.00 per sq. ft. per year
M		" " "		Vault—Administration Building #2 (70.3 sq. ft.)			46.50	
M		Airlines Terminal Corp.		Space—Room #121 Administration Building (279.3 sq. ft.)			24.88	
M		" " "		Space—Room #232 Administration Building (149.3 sq. ft.)			8.34	
M		" " "		Space for counter—Administration Building (50.0 sq. ft.)			120.00	Rate: $.60 per sq. ft. per year
M		Airload Service, Inc.		Building #503 (2400.0 sq. ft.)				Per Rent Roll $1,200.00 Annual
L. Mod.	3/ 4/33 5/27/43	Airport Garage	Possession	Land on Route 25 (.28 acres)	5/ 1/64	1,500.00		
M		Airport Caterer, Inc.		Space—Room #211 Administration Building (164.0 sq. ft.)			27.34	
L	5/ 7/41 Supp. 6/13/46	American Air Lines		Hangar Space—Brewster Hangar (60,946 sq. ft.)		17,369.64		Rate: $.28½ per sq. ft. per year
M		" " "		Ground Space (1.57 acres)			78.50	Rate: $600.00 per acre per year
M		" " "		" " (1.37 acres)			68.50	
M		" " "		Space—Room #108 Administration Building (439.4 sq. ft.)			73.23	

Lease or Month to Month (a)	Date	Occupant	Commences	Purpose	Expires	Annual Rental under Lease	Month to Month Rental	Remarks
M		American Air Lines		Space—Room #233 Administration Building (227.0 sq. ft.)			$37.83	
M		" " "		Space for counter—Administration Building (442.5 sq. ft.)			73.75	
L	12/ 5/46	Atlantic Central Airlines		Hangar #13	12/31/50	$4,000.00		
M	12/ 5/46	" " "		Space for counter—Administration Building (132.0 sq. ft.)	12/31/50		22.00	
L	1/21/42	C. A. A.		Space—Room #240 Administration Building (622.0 sq. ft.)		1.00		
L		" " "		Service—Janitor, Light, etc.			50.00	
M		Caribbean-American		Space—Room #18 Administration Building #2 (198.0 sq. ft.)			33.00	
M		Carey Interstate Service		Space—Room #120 Administration Building (176.8 sq. ft.)			29.47	
M		Colonial Air Lines		Space—Room #209 Administration Building (167.9 sq. ft.)			27.98	New Lease
M		" " "		Space for counter—Administration Building (481.5 sq. ft.)			80.25	New Lease
M		Consolidated Air Service		Building #507 (800.0 sq. ft.)			40.00	Rate: $.60 per sq. ft. per year
M		" " "		Space—Room #212 Administration Building (169.0 sq. ft.)			28.17	
L	5/ 7/41 (Supp. 6/13/46)	Eastern Air Lines		Hangar Space—Brewster Hangar (60,946 sq. ft.)		17,369.64		Rate: $.28½ per sq. ft. per year
M		" " "		Ground Space (1.57 acres)			78.50	Rate: $600.00 per acre per year
M		" " "		Space—Room #112 Administration Building (446.3 sq. ft.)			74.38	
M		" " "		Space—Room #204 Administration Building (172.6 sq. ft.)			28.77	
M		" " "		Space—Room #236 Administration Building (170.5 sq. ft.)			28.42	
M		" " "		Space for counter—Administration Building (433.2 sq. ft.)			72.20	
M		General Service Coin Lock Co.					Percentage	
M		George Van Photo Service		Space—Room #25 Administration Building #2 (119.0 sq. ft.)			19.83	

Lease or Month to Month (a)	Date	Occupant	Commences	Purpose	Expires	Annual Rental under Lease	Month to Month Rental	Remarks
M		Hudson Air Lines (Air Cargo)		Space for counter—Administration Building (107.8 sq. ft.)			$17.97	May be included in Air Cargo Lease
M		Independent Air Service		Space—Room #22 Administration Building #2 (118.0 sq. ft.)			19.67	
M		National Air Lines		Space—Room #101 Administration Building (172.8 sq. ft.)			28.80	
M		" " "		Space—Room #103 Administration Building (119.6 sq. ft.)			19.93	
M		" " " "		Space—Room #201 Administration Building (243.0 sq. ft.)			40.50	New Lease
M		" " " "		Space—Room #203 Administration Building (213.0 sq. ft.)			35.50	
M		" " "		Space—Room #207 Administration Building (162.0 sq. ft.)			27.00	
M		" " "		Space—Room #210 Administration Building (62.1 sq. ft.)			10.35	
M		" " "		Space for counter—Administration Building (549.6 sq. ft.)			91.60	
M		N. J. State Aviation Commission		Space—Room #208 Administration Building (176.8 sq. ft.)			29.47	
M		" " "		Space—Room #213 Administration Building (235.0 sq. ft.)			39.17	
M		Northeast Air Lines		Space for counter—Administration Building (182.2 sq. ft.)			30.37	New Lease
M		Northwest Air Lines		Land—Tie-down Space (1 acre)			250.00	Resolution passed—no signed lease
M		" " "		Space—Room #102 Administration Building (211.4 sq. ft.)			35.23	
M		" " "		Space—Room #205 Administration Building (167.7 sq. ft.)			27.95	New Lease
M		" " "		Space for counter—Administration Building (391.1 sq. ft.)			65.18	
M		Penn-Central Air Lines (Capital)		Space—Room #114 Administration Building (376.0 sq. ft.)			62.67	New Lease
M		" " "		Space for counter—Administration Building (490.9 sq. ft.)			81.82	
L	2/26/47	" " "	2/26/47	Post Office Building	2/25/48	$2,300.00		Option to Renew (tenant) 1 yr.
M		Railway Air Express		Space—Rooms #117 & 118 Administration Bldg. (577.0 sq. ft.)			96.17	
L	5/18/43	S & S Corporation	Possession	Land on Route 25 (.48 acres)	4/ 1/59	1,000.00		Per Rent Roll 7/1/47 .23 acres

Lease or Month to Month (a)	Date	Occupant	Commences	Purpose	Expires	Annual Rental under Lease	Month to Month Rental	Remarks
L		Shell Oil Co.		Land—Plot #4 (1/6 acre)		$1,000.00		
M		" " "		Space—Room #11 Administration Building #2 (145.0 sq. ft.)			$24.16	
M		Slick Airways, Inc.		Land—Tie-down space (1.75 acres)			437.50	
L		Socony Vacuum Oil Co.		Land—Plot #2 (1/6 acre)		1,000.00		
L		Standard Oil Co.		Land—Plot #5 (1/6 acre)		1,000.00		
M		Transair, Inc.		Land—Tie-down space (3.50 acres)			875.00	
M		" "		Space for counter—Administration Building (112.7 sq. ft.)			18.75	
M		Trans Caribbean Air		Land—Tie-down space (1.50 acres)			375.00	
L	5/ 7/41 Supp. 6/13/46	T. W. A. Inc.		Hangar Space—Brewster Hangar (36,412 sq. ft.)		10,377.48		Rate: $.28½ per sq. ft. per year
M		" " " "		Space—Room #113 Administration Building (446.3 sq. ft.)			74.38	
M		" " " "		Space—Room #206 Administration Building (166.7 sq. ft.)			27.79	
M		" " " "		Space for counter—Administration Building (371.4 sq. ft.)			61.90	
L	5/ 7/41 Supp. 6/13/46	United Air Lines		Hangar Space—Brewster Hangar (36,412 sq. ft.)		10,377.48		Rate: $.28½ per sq. ft. per year
M		" " "		Space—Room #107 Administration Building (498.3 sq. ft.)			83.05	
M		" " "		Space for counter—Administration Building (383.3 sq. ft.)			63.97	
M		U. S. Post Office		Space—Room #116 Administration Building (654.7 sq. ft.)			109.12	
L	1/21/42	Weather Bureau		Space—600 sq. ft. on 2nd Floor Administration Building		1.00		
L		" "		Service—Janitor, Light, etc.		660.00		
L		" "		Ceilometer Operation			10.00	
L	11/ 5/46	Western Union			11/ 5/47	Percentage		
M		Pay Telephones (N. J. Bell Telephone Co.)					Percentage	
M		News Stand, etc.					Percentage	

Lease or Month to Month (a)	Date	Former Occupant	Commences	Purpose	Expires	Annual Rental under Lease	Month to Month Rental	Remarks
				VACANCIES				
M		American Air Express		Tie-down space (1 acre)			$250.00	Out 5/1/47. Last payment 4/1-4/30
M		" " "		Room #235, Adm. Bldg. (128.3 sq. ft.)			21.38	Out 5/1/47. " " 4/1-4/30
M		Air Freight		Tie-down space (1 acre)			250.00	Out 5/1/47. " " 4/1-4/30
M		Air Line Service		Room #16 Administration Bldg. #2 (51.7 sq. ft.)			8.60	Out 6/1/47. " " 5/1-5/31
M		Air Lines Terminal, Inc.		Room #17 Administration Bldg. #2 (230 sq. ft.)			38.33	Out 4/1/47. " " 3/1-3/31
M		Newark Air Service		Tie-down Space (1.75 acres)			437.50	Out 3/1/47. Occupied only 1 month
M		Northeast Air Lines		Room #237 Adm. Bldg. (136.1 sq. ft.)			22.68	Out 5/1/47. Last payment 4/1-4/30
M		Transair, Inc.		Room #202 Adm. Bldg. (317.0 sq. ft.)			52.83	Out 3/1/47. " " 2/1-2/28
M		U. S. Airlines		Tie-down space (1 acre)				Out 3/15. Made one payment of $125.00 1/1-3/15
M		Veterans Air Lines		" " " (1.50 acres)				Out 3/31. Last payment $125.00
M		" " "		Room #12 Adm. Bldg. #2 (205.0 sq. ft.)			20.50	Out 6/1. Last payment 5/1-5/31

NOTES: (a) Basic leases of Scheduled Air Lines guarantee them the right to a stated amount of office and/or counter space at a stated amount. If such space is not required by the Lessees, the City of Newark reserves the right to rent it to others at same terms upon letter of authorization signed by Airport Director. Where space is rented to airlines under lease agreement referred to, the amount of rental is shown in monthly column and is in addition to basic annual rental shown in lease column.

Basic Leases of American, T.W.A., Eastern and United dated 1941, renegotiated 1946.

Rates: Office and Counter Space, $2.00 per Square Foot per year.
Tie-down Space, $3,000.00 per acre per year.

Lease or Month to Month	Date	Occupant	Commences	Purpose	Expires	Annual Rental under Lease	Month to Month Rental	Remarks
L	12/ 1/37	Coastal Oil Co.		Land (7.04 acres)	3/ 1/39	$7,000.00		Option to renew for 21 years at 5% appraised valuation
	1/31/38	" " "						To change location of above lease
	*12/30/41	" " "		Addl. Rental of land and option	—	—		Reported to be; Option on 6.88 acres more or less
L	2/ 7/47	" " "		Land (4.188 acres)	3/ 1/59	4,188.00		To run concurrently with lease of 12/1/37
L	8/13/41	C. O. Two Fire Equipment Co.	10/ 1/41	Land on Route 25 (8.58 acres)	9/30/91	5,000.00		Option to purchase at $10,000 per acre
L Renewed	(12/30/33 (8/10/43	Franklin Lumber Co.	(1/ 1/34 (1/ 1/44	Land (4.94 acres)	12/31/53	5,000.00		Plus $600.00 per year wharfage
L Renewed	(2/ 8/38 (8/10/43	" " "	(1/ 1/38 (1/ 1/44	Land (2.82 acres)	12/31/53	2,500.00		Plus $375.00 per year wharfage
M		Nathan Raff		Space for restaurant			$60.00	
L	9/ 1/36	Newark Tidewater Terminals, Inc.		Land (136,171 acres)	8/31/51	50% of profits Min. $100,000.00		At present owned by Government. Newark to purchase for $2,000,000. See Agreement with Economics Laboratory, Inc.—10/9/40
L	5/ 7/37	Port Newark Independent Trmls., Inc.	6/16/37	Land (1.30 acres)	6/16/52	1,950.00		Option to renew for 5 years
L	5/ 7/37	Port Newark Independent Trmls., Inc.	10/ 1/37	Land (1.41 acres)	9/30/52	2,115.00		" " " " 5 "
L	5/18/31	Reliable Box & Lumber Co.	9/ 1/31	Land (2 acres) Building	8/31/52	5,000.00		" " " "21 "
L Renewed	12/30/33 7/19/43	Ripley Hopping, Inc.	1/ 1/34 (1/ 1/44)	Land (3.92 acres)	12/31/53	3,920.00		Per Rent Roll 4.93 acres
L		State Highway Commission		Land (3.55 acres)		1.00		
L	2/ 5/37	Swift & Co.	1/15/37	Land (17.936 acres)	1/14/87	11,250.00		
M		Stulman-Emerick Lumber Co.		Desk Space			10.00	
L	5/ 1/41	United Advertising Co.	5/ 1/41	5 Plots on Route 25 for Sign Boards	30 day notice	1,000.00		
L	1/16/26	Weyerhaeuser Timber Co.	6/ 1/26	Land (30 acres)	5/31/56	36,750.00		
Renewed	4/10/45	Weyerhaeuser Timber Co.	6/ 1/46					

THE CONTENTS OF THIS SCHEDULE IS SUBJECT TO REVISION AS OF THE EFFECTIVE DATE OF THE LEASE BUT ONLY IN ACCORDANCE WITH THE PROVISIONS OF SECTION 24 OF THE LEASE AND ESPECIALLY THE LAST PARAGRAPH THEREOF.

* Agreement in P.A. possession provides for rental of 3.38 acres additional land at annual rental of $1,000 per acre, also option on 3.68 acres at charge of $500 per annum. These rentals and charges are not being collected by the City at present. We have no agreement to cover option on 6.88 acres.

EXHIBIT "E"

NEWARK AIRPORT

		Accounts Receivable 8-31-47
7-31-47	Air Cargo Transport Co. (includes Hudson Airlines)	$1,992.62
7-31-47	Airline Terminal Corp.	492.07
6- 1-47	Airload Service, Inc.	331.86
7-31-47	American Air Lines, Inc.	3,365.92
1- 1-39	Civil Aeronautics Adm.	1,350.00
1- 1-47	Colonial Airlines, Inc.	5,617.71
7-31-47	Consolidated Air Service	105.17
7- 1-47	Eastern Airlines, Inc.	3,835.41
7-31-47	National Airlines, Inc.	1,348.05
7- 1-47	N. J. State Aviation Commission	137.28
6- 1-47	Northeast Airlines, Inc.	1,891.11
8-31-47	Northwest Airlines, Inc.	35.54
7-31-47	Post Office, c/o Penn Central	73.00
5- 1-47	S. & S. Corp.	333.33
8-31-47	Shell Oil Co.	1,384.46
7-31-47	Slick Airways, Inc.	1,408.74
8-31-47	Socony Vacuum Oil Co.	16.00
8-31-47	Standard Oil Co. of N. J.	2,389.37
7-31-46	Transair, Inc.	2,653.50
8-31-47	Trans Caribbean Air Cargo Lines	595.50
8- 1-47	Transcontinental & Western Air, Inc.	1,360.17
7-31-47	United Airlines, Inc.	1,347.82
4- 1-47	Van Photo Service	99.15
6-30-42	Weather Bureau	780.81
8-31-47	Western Union Telegraph Co.	81.30

NEWARK SEAPORT

1-31-42	Coastal Oil Co.	573.78
3-31-47	Port Newark Industrial Term.	942.98
10-31-42	Reliable Box & Lumber Co.	10.99
7-31-47	Swift & Co.	25.50

THIS SCHEDULE IS SUBJECT TO CHANGE AND SHALL BE MODIFIED TO REFLECT THE TRUE STATE OF FACTS AS SHALL EXIST ON THE EFFECTIVE DATE OF THIS LEASE.

EXHIBIT "F"

LIST OF CIVIL SERVICE EMPLOYEES

AS OF JULY 16, 1947

NEWARK AIRPORT

Title	*Salary*	*Name*	*Address*	*Appointed*	*Remarks*
Airport Supervisor & Engineer (1)	$6400.00	Armstrong, Archie H.	312 Chapman St., Newark, N. J.	February 1, 1921	(1) Proposed title changes now being processed to Airport Manager & Engineer
Assistant Airport Supervisor (2)	5400.00	Carson, Vincent A.	781 Sanford Ave., Newark, N. J.	July 15, 1923	(2) Proposed title changes now being processed to Assistant Airport Manager and Supervisor
Assistant Clerk—Surveyor (3)	2900.00	Edwards, James H.	10 Lexington St., Newark, N. J.	July 1, 1921	(3) Assigned to Engineering—on payroll of Airport.
Telephone Operator—Grade 2	2001.00	Haber, Fred A.	60 Littleton Ave., Newark, N. J.	June 16, 1947	
Telephone Operator—Grade 2	2200.00	Jordan, Kathleen C.	78 North Munn Ave., Newark, N. J.	February 5, 1946	
Clerk-Stenographer—Grade 4	2200.00	Kranick, Ann L.	24 Sherman Ave., Newark, N. J.	February 25, 1946	
Airport Traffic—Clerk	2900.00	Rehels, Edward F.	322 Kerrigan Blvd., Newark, N. J.	September 24, 1929	
Telephone Operator—Grade 2	2200.00	Russo, Joseph P.	520½ 15th Ave., Newark, N. J.	February 5, 1946	
Assistant Engineer—Grade 1	4300.00	Schmidt, George G.	208 Kerrigan Blvd., Newark, N. J.	April 1, 1926	
Principal Assistant Engineer	4900.00	Thompson, Roland L.	15 Tuxedo Pky., Newark, N. J.	August 1, 1925	
Chauffeur	2900.00	Wolfe, Joseph	145 Abinger Pl., Newark, N. J.	August 27, 1919	
Telephone Operator—Grade 2	2001.00	Bader, Marie	676 Ridge St., Newark, N. J.	July 16, 1947	
Telephone Operator—Grade 2	2001.00	McBride, Elizabeth M.	605 Belmont Ave., Newark, N. J.	July 16, 1947	
Laborer—Class 3	1.34 hr.	Brown, Thomas W.	177 High St., Newark, N. J.	September 24, 1946	
Carpenter—Class 2	2.50 hr.	Buckley, Wesley	520 Clinton Ave., Newark, N. J.	March 10, 1947	
Electrician—Class 4	2.50 hr.	Cunningham, Francis P.	94 Bergen St., Newark, N. J.	March 17, 1947	
Laborer—Class 2	1.34 hr.	Cleary, Raymond J.	670 Clinton Ave., Newark, N. J.	June 16, 1926	
Laborer—Class 2	1.34 hr.	Fennell, Garrett H.	65 Ridgewood Ave., Newark, N. J.	February 7, 1946	
Electrician—Class 1	2.50 hr.	Gamble, Lester M.	521 Clifton Ave., Newark, N. J.	February 3, 1938	
Laborer—Class 4	1.34 hr.	Loehrs, Henry	110 Seth Boyden Ter., Newark, N. J.	February 5, 1946	
Laborer—Class 2	1.34 hr.	Minthorne, Walter	325 Montclair Ave., Newark, N. J.	June 19, 1931	
Air Traffic Inspector—Class 2	57.70 wk.	Murphy, Michael A.	9 N. 7th St., Newark, N. J.	March 25, 1925	
Laborer—Class 2	1.34 hr.	Nelson, Cleveland	188 13th Ave., Newark, N. J.	March 2, 1929	

Title	Salary	Name	Address	Appointed	Remarks
Laborer—Class 1	1.34 hr.	O'Neill, Alexander	12 Grand Ave., Newark, N. J.	October 24, 1946	
Laborer-Tractor Operator—Class 4	1.54 hr.	Perna, Frank	520 N. 9th Street, Newark, N. J.	August 14, 1928	
Laborer—Class 1	1.34 hr.	Rucker, Paul	126 Spruce St., Newark, N. J.	August 16, 1928	
Electrician—Class 1	2.50 hr.	Schaefer, Fred P.	89 Ann St., Newark, N. J.	March 12, 1946	
Laborer-Driver—Class 2	1.34 hr.	Steckart, Frank J.	333 S. 20th St., Newark, N. J.	May 7, 1930	
Laborer—Class 1	1.34 hr.	Uzzolino, Anthony	279 Van Buren St., Newark, N. J.	September 10, 1946	
Laborer—Class 2	1.34 hr.	Winston, McKinley	69 Wright St., Newark, N. J.	May 13, 1930	
Watchman—Class 4	1.34 hr.	Wolfe, Francis J.	305 Broad St., Newark, N. J.	March 1, 1946	
Laborer (4)		McClinchey, Edward	81 Marion Ave., Newark, N. J.	April 28, 1921	(4) Leave of Absence
Chief Radio Signal Operator (4)		Conrad, William	131 McLean Ave., Manasquan, N. J.		
Radio Signal Operator—2nd Class (4)		Rose, Albert	36 Farragut Ave., Manasquan, N. J.		
Radio Signal Operator—1st Class (4)		Kemp, George	CAA Control Tower, Presque Isle AAB, Presque, Maine		
Radio Signal Operator—1st Class (4)		Rauscher, Chris G.	771 S. 17th St., Newark, N. J.		
Radio Signal Operator—2nd Class (4)		Corliss, John E.	State Airport, New Cumberland, Pa.		

NEWARK SEAPORT

Supervisor, Port of Newark	6400.00	Dempsey, Raymond J.	106 Sussex Ave., Spring Lake, N. J.	January 23, 1923	
Dock Foreman	3100.00	Connell, James J.	392 Lafayette St., Newark, N. J.	August 23, 1923	
Track Foreman	2900.00	Miggens, Michael	37 Camp St., Newark, N. J.	August 1, 1921	
Wharfinger	3400.00	Reilly, James L.	29 St. Paul Ave., Newark, N. J.	January 16, 1922	
Clerk—Grade IV	2680.00	Petosa, Ralph A.	179 N. 12th St., Newark, N. J.	January 16, 1929	
Laborer—Class 3	1.34 hr.	Bezzone, Ralph	111 Bloomfield Ave., Newark, N. J.	September 23, 1946	
Laborer—Class 3	1.34 hr.	Bohl, Thomas J.	162 Vermont Ave., Newark, N. J.	February 6, 1926	
Laborer—Class 2	1.34 hr.	Brady, Frank T.	610 Sandford Ave., Newark, N. J.	October 31, 1925	
Laborer—Class 2 (5)	1.34 hr.	Byrne, Frank	551 Summer Ave., Newark, N. J.	August 17, 1921	(5) Temporarily assigned to Airport
Laborer—Class 2	1.34 hr.	Celiano, John	551 15th Ave., Newark, N. J.	October 26, 1927	
Laborer—Class 2	1.34 hr.	Cicalese, Frank	206 Parkhurst St., Newark, N. J.	May 26, 1925	
Laborer—Class 2	1.34 hr.	Ciccone, Pasquale	366 N. 7th St., Newark, N. J.	April 6, 1931	
Laborer—Class 3	1.34 hr.	Clark, Walter	1124 Broad St., Newark, N. J.	June 9, 1921	
Laborer—Class 2	1.34 hr.	Frame, Joseph	61 Hanford St., Newark, N. J	July 15, 1946	
Laborer—Class 2 (5)	1.34 hr.	Hascher, Lawrence	33 Houston St., Newark, N. J.	March 18, 1937	
Laborer—Class 3	1.34 hr.	Hopkins, William	89 High St., Newark, N. J.	October 3, 1946	
Laborer—Class 2	1.34 hr.	Hornig, Harold C.	69 Houston St., Newark, N. J.	January 7, 1924	
Laborer—Class 2	1.34 hr.	Hornig, William J.	69 Houston St., Newark, N. J.	February 24, 1927	

Title	Salary	Name	Address	Appointed	Remarks
Watchman	1.34 hr.	Kearney, John F.	67 Fifth Ave., Newark, N. J.	January 1, 1916	
Laborer—Class 2	1.34 hr.	La Salle, Albert	111 Bleecker St., Newark, N. J.	March 30, 1915	
Laborer—Class 2	1.34 hr.	McCoy, John	507 Springfield Ave., Newark, N. J.	October 31, 1925	
Laborer—Class 2	1.34 hr.	McGrath, John	31 Cedar Ave., Newark, N. J.	March 21, 1927	
Laborer—Class 4 (5)	1.34 hr.	O'Brien, William	121 Custer Ave., Newark, N. J.	September 27, 1928	
Laborer—Class 2	1.34 hr.	Spring, Charles	208 Avon Ave., Newark, N. J.	January 8, 1924	
		NEWARK AIRPORT AND SEAPORT			
Accountant (6)	$4400.00	Maley, Frank J.	186 Hansbury Ave., Newark, N. J.	December 15, 1913	(6) One-half salary assigned to Airport and one-half to Seaport
		ENGINEERING			
Engineer in Charge	6400.00	Parsons, Mahlon W. Jr.	804 S. 10th St., Newark, N. J.	December 22, 1913	
Assistant Engineer—Grade 1	4900.00	D'Andrea, Nicholas A.	377 Lincoln Ave., Newark, N. J.	May 4, 1914	
Engineer-Draftsman	4000.00	Henn, George W.	50 Lyons Ave., Newark, N. J.	April 1, 1928	
Assistant Engineer—Grade 1	4900.00	O'Connor, Charles P.	14 Stengel Ave., Newark, N. J.	May 16, 1930	

THIS SCHEDULE IS SUBJECT TO CHANGE AND SHALL BE MODIFIED TO REFLECT THE TRUE STATE OF FACTS AS SHALL EXIST ON THE EFFECTIVE DATE OF THIS LEASE.

EXHIBIT "G"

AN ACT

To amend chapter 802 of the laws of New York of nineteen forty-seven, entitled "AN ACT to facilitate the financing and effectuation of air terminals by the port of New York authority and agreeing with the state of New Jersey with respect thereto", generally,

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

SECTION 1. Upon the concurrence of the state of New Jersey herein, in accordance with Section 3 of this Act, Sub-divisions (a) and (c) of Section 8, and Section 10, of Chapter 802 of the laws of New York of nineteen forty-seven entitled "An act to facilitate the financing and effectuation of air terminals by the port of New York authority and agreeing with the state of New Jersey with respect thereto", and of Chapter forty-three of the laws of New Jersey of 1947, entitled "An act to facilitate the financing and effectuation of air terminals by the port of New York authority and agreeing with the state of New York with respect thereto" are hereby amended to read as follows:

§ 8(a) Notwithstanding any contrary provision of law, every municipality in the port of New York District is authorized and empowered to consent to the use by the Port Authority of any air terminal owned by such municipality or of any real or personal property owned by such municipality and necessary, convenient or desirable in the opinion of the Port Authority for air terminal purposes, including such real property as has already been devoted to a public use, and as an incident to such consent, to grant, convey, lease, or otherwise transfer to the Port Authority any such air terminal or real or personal property, upon such terms as may be determined by the Port Authority and such municipality. Every such municipality is also authorized and empowered as an incident to such consent to vest in the Port Authority the control, operation, maintenance, rents, tolls, charges, and any and all other revenues of any air terminal now owned by such municipality, the title to such air terminal remaining in such municipality. Such consent shall be given and the execution of any agreement, deed, lease, conveyance, or other instrument evidencing such consent or given as in incident thereto shall be authorized in the manner provided in article twenty-two of the compact of April thirtieth, nineteen hundred twenty-one. between the two states creating the Port Authority.

(c) The states of New York and New Jersey hereby consent to suits, actions or proceedings of any form or nature in law, equity or otherwise by any city or other municipality against the Port Authority upon, in connection with or arising out of any such agreement, agreements or any modification thereof or supplement thereto, [by any county, city, borough, village, township, municipality, public agency or authority for the recovery of any moneys agreed to be paid by the Port Authority thereunder, and for such purpose only, and any judgment therein against the Port Authority shall be payable only from such funds as the Port Authority may have available for the payment of such judgment.] for the following types of relief and for such purposes only:

(1) For money damages for breach thereof,

(2) For money damages for torts arising out of the operation of the municipal air terminal,

(3) For rent,

(4) For specific performance,

(5) For reformation thereof,

(6) For accounting,

(7) For declaratory judgment,

(8) For judgments, orders or decrees restraining or enjoining the Port Authority from transferring title to real property to third persons in cases where it has contracted with such City or other municipality to transfer such title to such City or municipality, and

(9) For judgments, orders or decrees restraining or enjoining the Port Authority from committing or continuing to commit other breaches of such agreements with such City or municipality, provided, that if the proceeding for such judgment, order or decree is brought in a Court of the State of New Jersey, it shall not take effect until affirmed by the Court of Errors and Appeals of that State, or if the Port Authority takes no appeal therefrom, until the time to take such appeal has expired, provided further, that if the proceeding for such judgment, order or decree is brought in a court of the State of New York, it shall not take effect until affirmed by the Appellate Division of the Supreme Court, or if the Port Authority takes no appeal therefrom, until the time to take such appeal has expired, and provided lastly that if the proceeding for such judgment, order or decree is brought in a Federal Court, it shall not take effect until affirmed by the Circuit Court of Appeals or if the Port Authority fails to take an appeal therefrom, until the time to appeal has expired.

When rules of venue are applicable, the venue of any such suit, action or proceeding shall be laid in the county or judicial district in which the airport, which is the subject matter of such agreement between the Port Authority and the City or other municipality, or any part thereof, is located.

If any clause, sentence, paragraph, or part of this subdivision or the application thereof to any person or circumstances, shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this subdivision, and the application thereof to any other person or circumstances, but shall be confined in its operation to the clause, sentence, paragraph, or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person or circumstances involved.

§ 10. The Port Authority may make application directly to the proper federal officials or agencies for federal loans or grants in aid of air terminals owned or operated by it; provided, that if either state shall have or adopt general legislation governing applications for federal aid for air terminals by municipalities of such state, or the receipt or disbursement of such federal aid by or on behalf of such municipalities, then such legislation shall at the option of such state apply to applications by the Port Authority for federal aid for air terminals located in such state and to the receipt and disbursement of such federal aid by or on behalf of the Port Authority, in the same manner and to the same extent as other municipalities of such state. Except as above provided, and except as otherwise provided in any agreement between the Port Authority and a municipality, no agency or commission of either state shall have jurisdiction over any air terminals under the control of the Port Authority, and all details of financing, construction, leasing, charges, rates, tolls, contracts and the operation of air terminals owned or controlled by the Port Authority shall be within its sole discretion and its decision in connection with any and all matters concerning such air terminals shall be controlling and conclusive.

§ 2. The first sentence of section fifteen of Chapter 802 of the laws of New York, 1947, is hereby amended to read as follows:

§ 15. Subject to the foregoing limitations, [At its option,] the Port Authority may, at its option, exercise the right of eminent domain or condemnation to acquire real property for air terminal purposes as set forth in this section.

§3. This act shall take effect upon the enactment into law by the state of New Jersey of legislation having an identical effect with Section 1 of this act, but if the state of New Jersey shall have already enacted such legislation, then this act shall take effect immediately.

EXHIBIT "H"

AN ACT

To amend "An Act to facilitate the development by the Port of New York Authority of marine terminals, and agreeing with the State of New York with respect thereto," approved April second, one thousand nine hundred and forty-seven (P. L. 1947, c. 44).

Be it enacted by the Senate and General Assembly of the State of New Jersey:

1. Upon the concurrence of the State of New York herein, in accordance with section two of this Act, the States of New Jersey and New York agree that section four of chapter forty-four of the laws of New Jersey of one thousand nine hundred and forty-seven, entitled "An act to facilitate the development by the Port of New York Authority of marine terminals, and agreeing with the State of New York with respect thereto," and the corresponding provisions of any act of New York, heretofore or hereafter adopted, concurring in said chapter forty-four of the laws of New Jersey of one thousand nine hundred and forty-seven, shall be and it hereby is amended to read as follows:

§ 4. Notwithstanding any contrary provision of law, any municipality of the State of New Jersey located within the Port of New York District is authorized and empowered to consent to the use by the Port Authority of any marine terminal owned by such municipality or of any real or personal property owned by such municipality and necessary, convenient or desirable in the opinion of the Port Authority for marine terminal purposes, including such real property as has already been devoted to a public use and as an incident to such consent, to grant, convey, lease or otherwise transfer to the Port Authority any such marine terminal or real or personal property, upon such terms as may be determined by the Port Authority and such municipality. Every such municipality is also authorized and empowered to vest in the Port Authority the control, operation, maintenance, rents, tolls, charges and any and all other revenues of any marine terminal now owned by such municipality, the title to such marine terminal remaining in such municipality. Such consent shall be given, and the execution of any agreement, deed, lease, conveyance or other instrument evidencing such consent or given as an incident thereto shall be authorized in the manner provided in Article XXII of the compact of April thirtieth, one thousand nine hundred and twenty-one, between the two States creating the Port Authority.

The States of New Jersey and New York hereby consent to suits, actions or proceedings of any form or nature in law, equity or otherwise by any municipality against the Port Authority upon, in connection with or arising out of any such agreement, agreements or any modification thereof or supplement thereto, for the following types of relief and for such purposes only:

(1) For money damages for breach thereof,

(2) For money damages for torts arising out of the operation of the municipal marine terminal,

(3) For rent,

(4) For specific performance,

(5) For reformation thereof,

(6) For an accounting,

(7) For declaratory judgment,

(8) For judgments, orders or decrees restraining or enjoining the Port Authority from transferring title to real property to third persons in cases where it has contracted with such municipality to transfer such title to such municipality, and

(9) For judgments, orders or decrees restraining or enjoining the Port Authority from committing or continuing to commit other breaches of such agreements with such municipality, provided, that if the proceeding for such judgment, order or decree is brought in a Court of the State of New Jersey, it shall not take effect until affirmed by the Court of Errors and Appeals of that State, or if the Port Authority takes no appeal therefrom, until the time to take such appeal has expired, provided further, that if the proceeding for such judgment, order or decree is brought in a court of the State of New York, it shall not take effect until affirmed by the Appellate Division of the Supreme Court, or if the Port Authority takes no appeal therefrom, until the time to take such appeal has expired, and provided lastly that if the proceeding for such judgment, order or decree is brought in a Federal Court, it shall not take effect until affirmed by the Circuit Court of Appeals or if the Port Authority fails to take an appeal therefrom, until the time to appeal has expired.

When rules of venue are applicable, the venue of any such suit, action or proceeding shall be laid in the county or judicial district in which the airport, which is the subject matter of such agreement between the Port Authority and such municipality, or any part thereof, is located.

If any clause, sentence, paragraph, or part of this subdivision or the application thereof to any person or circumstances, shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this subdivision, and the application thereof to any other person or circumstances, but shall be confined in its operation to the clause, sentence, paragraph, or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person or circumstances involved.

2. This act shall take effect upon the enactment into law by the State of New York of legislation having an identical effect with section one of this act, but if the State of New York shall already have enacted such legislation, then this act shall take effect immediately.

FIRST SUPPLEMENTAL AGREEMENT

AGREEMENT made as of the 11th day of March, 1948 by and between the CITY OF NEWARK, a municipal corporation, (hereinafter called the City), and THE PORT OF NEW YORK AUTHORITY, a body corporate and politic, (hereinafter called the Port Authority).

WHEREAS, under date of October 22, 1947, the City and the Port Authority entered into an agreement for the improvement, development, operation and maintenance of the Newark Marine and Air Terminals and for the lease of said Marine and Air Terminals by the City to the Port Authority, which said agreement was authorized by resolutions duly adopted by the Boards of Commissioners of the City and the Port Authority on said October 22, 1947, and which said agreement is herein called the Original Agreement; and

WHEREAS, the Original Agreement provided in Section 3 thereof that the term of the lease of the Newark Marine and Air Terminals to the Port Authority should commence on the 15th day of November, 1947, or on such subsequent date as might be the effective date of such lease under and pursuant to Section 4 of the Original Agreement, and

WHEREAS, the Original Agreement recited in Section 4 thereof the existence of a lease of a substantial portion of the terminal area within the city limits from the City as landlord to the United States of America as tenant, and provided that the term of the lease should not commence (nor any obligation whatsoever of the Port Authority under the Original Agreement take effect) until thirty (30) days after the City had secured from the United States a cancellation or surrender of said lease between the City and the United States, and

WHEREAS, said Original Agreement provided in Section 1 thereof, that the phrase "effective date" when used therein with reference to the lease of said Marine and Air Terminals by the City to the Port Authority, or to the term of such lease, should mean whichever of the following two dates is the later, to wit:- either (1) November 15, 1947, or (2) a date thirty (30) days subsequent to the date of the surrender or cancellation of the aforesaid lease by the City as landlord and the United States as tenant, and

WHEREAS, the date of November 15, 1947 is now past, and it is desirable and in the public interest to have said lease of said Air and Marine Terminals to the Port Authority take effect promptly upon the surrender or cancellation of said lease by the City as landlord to the United States as tenant,

NOW, THEREFORE, the City and the Port Authority hereby mutually undertake, promise and agree, each for itself and its successors and assigns, that said Original Agreement shall be and it hereby is supplemented and amended as follows:

1. Definitions.

With the exception of the phrase "effective date", any words or phrases used in this Supplemental Agreement and specially defined in the Original Agreement shall be read and construed in accordance with the definition in the Original Agreement.

The phrase "effective date", however, as used both in the Original Agreement and in this Supplemental Agreement shall be construed to mean the date of the surrender, cancellation or other termination of the aforesaid lease from the City as landlord to the United States as tenant, which said lease is described in Section 4 of the Original Agreement.

2. Term.

Except as otherwise provided in the Original Agreement with respect to after-acquired real property or rights or interests therein, the term for which the demised premises are leased under and pursuant to the Original Agreement shall commence on the effective date above defined (i.e., upon the date of the surrender, cancellation or other termination of the aforesaid lease by the City as landlord to the United States as tenant), and shall continue for the period provided in the Original Agreement, subject in all respects to the terms and conditions of said Original Agreement except as expressly herein modified. The obligations of the Port Authority under the Original Agreement, as amended by this Supplemental Agreement, shall take effect upon the effective date as above defined, but no obligation whatsoever of the Port Authority under the Original Agreement or this Supplemental Agreement shall take effect prior to the cancellation, surrender or other termination of the aforesaid lease from the City as landlord to the United States as tenant.

Each of the parties shall have the option to declare the Original Agreement and lease (as modified by this Supplemental Agreement) null, void and of no effect (as provided in the Original Agreement) in the event that the aforesaid lease from the City as landlord to the United States as tenant is not cancelled, surrendered or otherwise terminated by June 30, 1948. If either party shall exercise said option, there shall be no claim for damages, rent or otherwise by either party against the other.

3. Transfer of Civil Service Employees.

The Port Authority agrees to employ the Civil Service employees employed by the City directly or indirectly in connection with the Newark Marine and Air Terminals and listed on Schedule "F" annexed to the Original Agreement at rates of pay not less than they are receiving from the City, provided, such employees notify the Port Authority in writing of their desire to accept such employment within sixty (60) days after the effective date, and provided, further, that they shall be subject to all rules, regulations and employment policies of the Port Authority now or hereafter adopted with respect to matters affecting personnel and employment.

4. Other City Employees.

To the end that the operation of the Air and Marine Terminals shall not be unduly interrupted by the transfer thereof to the Port Authority, all City employees at the Air and Marine Terminals shall be continued in their present occupations and duties at the Air and Marine Terminals for a period of sixty (60) days after the effective date, not only those mentioned in Section 3 hereof, but all other City Employees at said terminals, except such as the Port Authority may from time to time designate as not being required in the operation of the Air or Marine Terminals.

At the expiration of said sixty (60) day period, (or earlier, in the case of employees, if any, designated as not required by the Port Authority), all City employees other than those transferred to Port Authority employment shall cease and quit their occupations and duties at the Air and Marine Terminals.

The Port Authority shall reimburse the City for the salaries or wages of all City employees (other than those transferred to Port Authority employment) employed at the Air and Marine Terminals during the sixty (60) days succeeding the effective date pursuant to the provisions of this numbered section; and such reimbursement shall be deemed to constitute an expense directly attributable to the operation and maintenance of said terminals.

All such City employees (other than members of the uniformed fire and police forces of the City) shall in all

respects be subject to the orders, direction and control of the Port Authority and its authorized representatives during said sixty (60) day period.

IN WITNESS WHEREOF the parties hereto have hereunto executed this agreement as of the day and year first above written.

THE CITY OF NEWARK

/s/ VINCENT J. MURPHY
Mayor
and Director of the Department of Revenue and Finance

ATTEST:

/s/ E. S. REICHENSTEIN
City Clerk

THE PORT OF NEW YORK AUTHORITY

/s/ AUSTIN J. TOBIN
Executive Director

ATTEST:

/s/ JOSEPH G. CARTY
Secretary

APPROVED AS TO FORM:

/s/ GEORGE B. ASTLEY
Asst. Corporation Counsel of City of Newark

/s/ LEANDER I. SHELLEY
General Counsel of The Port of New York Authority

SECOND SUPPLEMENTAL AGREEMENT

AGREEMENT made as of the 27th day of July, 1949, by and between the CITY OF NEWARK, a municipal corporation (hereinafter called the City), and THE PORT OF NEW YORK AUTHORITY, a body corporate and politic, (hereinafter called the Port Authority).

WHEREAS, under date of October 22, 1947, the City and the Port Authority entered into an agreement for the improvement, development, operation and maintenance of the Newark Marine and Air Terminals and for the lease of said Marine and Air Terminals by the City to the Port Authority, which said agreement was authorized by resolutions duly adopted by the Boards of Commissioners of the City and the Port Authority on said October 22, 1947, and which said agreement is herein called the Original Agreement, and

WHEREAS, under date of March 11, 1948, the aforesaid Original Agreement was supplemented and amended in certain respects, and

WHEREAS, the Original Agreement in Section 16 thereof provides that the City will timely pay the installments due under the agreement entered into between the City and the United States of America dated July 30, 1936, to purchase from the United States of America the property known as the Tidewater Terminal Property, and the Port Authority agrees that it will promptly reimburse the City for all such payments made by the City subsequent to July 15, 1947, and

WHEREAS, the City failed to make provision in its budget for the year 1949 for the installment payment due on August 1, 1949, and has requested the Port Authority to pay directly to the United States of America the installment due under said agreement on August 1, 1949, and

WHEREAS, the Original Agreement in Section 41 thereof contains a provision granting to the City a permit to dump refuse on the demised premises for a period not to exceed sixteen (16) months after the effective date of the lease, and

WHEREAS, the City has requested that the permit to continue the dumping of refuse on the demised premises be extended,

NOW, THEREFORE, the City and the Port Authority hereby mutually undertake, promise and agree, each for itself and its successors and assigns, that the said Original Agreement as supplemented and amended by the First Supplemental Agreement shall be and it hereby is further supplemented and amended as follows:

1. The second full paragraph of Section 16, contained on Page 15 of said Original Agreement, is hereby amended to read as follows:

"The City agrees that it will timely pay the installments under said Agreement as the same come due and payable upon the first day of August in each year, and the Port Authority agrees that it will promptly reimburse the City for all such payments made by the City subsequent to July 15, 1947. However, in lieu thereof, the Port Authority at its option may, and if so requested by the City at least fifteen (15) days prior to the due date of any such installment shall, pay any such installment directly to the United States of America on behalf of the City. In no event shall the City exercise any option to prepay any installments unless requested by the Port Authority so to do. If the Port Authority shall so request, the City shall promptly prepay such installments, and the Port Authority shall reimburse the City for such payments. However, in lieu thereof, the Port Authority at its option may prepay any installments directly to the United States of America on behalf of the City."

2. The second and third full paragraphs of Section 41, contained on Page 32 of said Original Agreement, are hereby amended to read as follows:

"The Port Authority agrees, however, to permit the City to continue the dumping of refuse on the demised premises until September 21, 1949, and the City agrees to cease and discontinue all such operations after that date. The dumping of such refuse during this period shall be confined to such areas as may be designated by the Chief Engineer of the Port Authority or his successor in duties, and in accordance with such rules and regulations as may be established by the Port Authority.

"Upon the expiration of this permit, the City shall have the right to remove the Tractor Garage, Wash-house and Superintendent's Office and any personal property used in connection therewith, now erected upon the City Disposal Area within the demised premises, but such right shall not extend beyond December 21, 1949."

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement as of the day and year first above written.

CITY OF NEWARK

ATTEST:

/s/ Ralph A. Villani
Mayor
and Director of the Department of Parks and Public Property

(SEAL)
/s/ H. S. Reichenstein
City Clerk

THE PORT OF NEW YORK AUTHORITY

ATTEST:

OK SC

(SEAL)

/s/ Austin J. Tobin
Executive Director

/s/ Joseph G. Carty
Secretary

STATE OF NEW JERSEY,)
COUNTY OF ESSEX,) SS.:

BE IT REMEMBERED, that on the 27th day of July, One Thousand Nine Hundred and Forty-Nine, before me, an Attorney at Law of New Jersey, personally appeared RALPH A. VILLANI, Director of the Department of Parks and Public Property and Mayor of The City of Newark, a municipal corporation, to me personally known to be the individual described in and who executed the preceding instrument, and who duly acknowledged to me the execution of same, and being by me duly sworn, for himself, does depose and say that he is the said Mayor of The City of Newark aforesaid, that the seal affixed to the preceding instrument is the seal of said The City of Newark and that the said seal and his signature as such Mayor is duly affixed and subscribed to said instrument by authority and direction of the Commissioners of said The City of Newark.

Sworn and subscribed
to before me this
27th day of July, 1949.

/s/ George B. Astley
an Attorney at Law
of New Jersey.

/s/ Ralph A. Villani
Mayor of The City of Newark
and Director of the Department
of Parks and Public Property

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

BE IT REMEMBERED, that on this 28 day of July, One Thousand Nine Hundred and Forty-Nine, before me the subscriber, an attorney and counsellor at law in the State of New York, personally appeared AUSTIN J. TOBIN and made proof to my satisfaction that he is the Executive Director of THE PORT OF NEW YORK AUTHORITY, the party 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 AUSTIN J. TOBIN who was at the date thereof the Executive Director of said corporation, in the presence of this deponent, and said Executive Director 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, and that deponent, at the same time, subscribed his name to said Instrument as an attesting witness to the execution thereof.

Sworn and subscribed)
before me at New York, NY)
(Notarial Seal)
/s/ William A. Pallme
WILLIAM A. PALLME
Attorney and Counsellor-at-Law in the State of New York
Off. & P.O.Add: 52 William Street, N.Y.C.
Residing in and appointed for Westchester County
Certificate filed in N.Y. County
N.Y. Co. Clk's No. 484, Reg. No. A-607-P-0
Commission Expires March 30, 1950

/s/ Austin J. Tobin
Austin J. Tobin

THIRD SUPPLEMENTAL AGREEMENT

AGREEMENT made this 30th day of August, 1949, by and between THE CITY OF NEWARK, a municipal corporation (herein called the City) and THE PORT OF NEW YORK AUTHORITY, a body corporate and politic (herein called the Port Authority);

WHEREAS, on October 22, 1947, the City and the Port Authority entered into an agreement whereby the City leased to the Port Authority the premises known as PORT NEWARK and the NEWARK AIRPORT, in the City of Newark, Essex County, New Jersey, according to the premises more particularly set forth therein; and

WHEREAS, prior to the negotiations and execution of the Lease aforesaid, Anheuser-Busch, Inc., acquired a certain tract of land in the City of Newark, as hereinafter more particularly described, and did expend large sums of money for fill thereof and for improvements thereon to condition the land for the erection of an industrial plant for its manufacturing and commercial purposes; and prepared and filed plans for the erection of buildings thereon; and did on March 26, 1946, obtain building permits from the City of Newark for part of the construction of said buildings; all in reliance upon an inducement by the City of Newark that the said City would not locate, construct or maintain runways on its Airport at such a location or in such a manner that the normal use thereof by aircraft would physically interfere with buildings or other structures constructed on the aforesaid land of Anheuser-Busch, Inc.; and

WHEREAS, in its report dated July 30, 1945, to the Mayor and Commissioners of the City of Newark with respect to Port Newark and Newark Airport, the Port Authority said:

> "Great care has been exercised in the layout and orientation of the runways in an effort to reduce to a minimum the hazards of surrounding obstructions. Eight of the twelve glide paths for arriving and departing planes will be in the direction of Newark Bay or the meadow area. The four westerly glide paths are laid out so as to present the least interference with industrial and other buildings, and to clear such new plants as the Anheuser-Busch brewery."

and

WHEREAS, representatives of the City have stated that it was the intention of the City to include in said Lease Agreement as a condition thereof, a provision embodying and effectuating the aforesaid inducement by the City to Anheuser-Busch, Inc., and

WHEREAS, no such provision was included in said Lease Agreement, and

WHEREAS, the City and the Port Authority are agreed that said Lease Agreement should be amended as of October 22, 1947, the date of its signature, as hereinafter set forth:

NOW, THEREFORE, the City and the Port Authority hereby mutually undertake, promise and agree, each for itself and its successors and assigns, that notwithstanding anything to the contrary contained therein, the said original Lease Agreement executed on October 22, 1947, as heretofore supplemented and amended, is further supplemented and amended as of October 22, 1947, to include the following paragraph:

> "The Port Authority agrees that it will not locate, construct or maintain any runway or runways at Newark Airport at such locations or in such a manner that the normal use thereof by aircraft will physically interfere with any buildings or other structures now or hereafter built on the real property owned by Anheuser-Busch, Inc., which do not project above the planes A, B, C and D, shown on the drawing signed or initialed by the parties hereto and by Anheuser-Busch, Inc., attached hereto and made a part hereof, dated August 12, 1949, and marked Exhibit 'H', and that the Port Authority will not require or attempt to require the removal of or alterations in buildings or other structures now or hereafter erected, or to prevent or restrict the erection of buildings or other structures, on the real property owned by Anheuser-Busch, Inc., which do not project above the said planes shown on Exhibit 'H'. Said real property owned by Anheuser-Busch, Inc., is outlined on said Exhibit 'H' and is known as Lot 50 in Block 5090 on the Assessment Map of the City of Newark, and is more particularly described in three certain deeds, one dated August 15, 1946, from Sterling Chemicals, Inc., to it and recorded in the Office of the Register of Essex County on August 16, 1946, in Book L-100 of Deeds at page 446, etc.; another dated September 18, 1946, from Steel Alloy Tank Company to it and recorded in the Office of the Register of Essex County on October 3, 1946, in Book Y-107 of Deeds at page 529, etc.; and another dated September 18, 1946, from Pilot Investment Co. to it and recorded in the Office of the Register of Essex County on September 19, 1946, in Book H-100 of Deeds at page 271, etc."

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement as of the day and year first above written.

CITY OF NEWARK

ATTEST:
(Seal)
/s/ H. Reichenstein
City Clerk

/s/ Meyer C. Ellenstein
Director of Revenue & Finance

Approved as to form-
Charles Handler,
Corp. Counsel

OK as to form-
L.I. Shelley,
General Counsel

THE PORT OF NEW YORK AUTHORITY

ATTEST:
(Seal)
/s/ Philip Hunter
Assistant Secretary

/s/ Matthias E. Lukens
First Assistant to Executive Director

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

BE IT REMEMBERED, that on the 30th day of August, One Thousand Nine Hundred and Forty-nine, before me, an Attorney at Law of New Jersey, personally appeared MEYER C. ELLENSTEIN, Director of the Department of Revenue and Finance of the City of Newark, a municipal corporation, to me personally known to be the individual described in and who executed the preceding instrument, and who duly acknowledged to me the execution of same, and being by me duly sworn, for himself, does depose and say that he is the said Director of the Department of Revenue and Finance of the City of Newark aforesaid, that the seal affixed to the preceding instrument is the seal of said City of Newark and that the said seal and his signature as such Director of the Department of Revenue and Finance is duly affixed and subscribed to said instrument by authority and direction of the Commissioners of said City of Newark.

/s/ Meyer C. Ellenstein
Meyer C. Ellenstein

Sworn and subscribed to
before me this 30th day
of August, 1949.

/s/ Joseph A. Ward
Joseph A. Ward
An Attorney at Law of New Jersey

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

BE IT REMEMBERED, that on this 30th day of August, One Thousand Nine Hundred and Forty-nine, before me the subscriber, an Attorney at Law for the State of New Jersey, personally appeared PHILIP HUNTER, who, being by me duly sworn, does depose and say that he is the Assistant Secretary of THE PORT OF NEW YORK AUTHORITY, the party 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 MATTHIAS E. LUKENS, who was at the date thereof the First Assistant to Executive Director of said corporation, in the presence of this deponent, and said First Assistant to Executive Director 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 Commissioners, and that deponent, at the same time, subscribed his name to said instrument as an attesting witness to the execution thereof.

/s/ Philip Hunter

Sworn and subscribed
before me at New York, N.Y.

/s/ Russell E. Watson
Attorney at Law for the State
of New Jersey

FOURTH SUPPLEMENTAL AGREEMENT

AGREEMENT made as of the 21st day of September, 1949, by and between the CITY OF NEWARK, a municipal corporation (hereinafter called the City), and THE PORT OF NEW YORK AUTHORITY, a body corporate and politic, (hereinafter called the Port Authority).

WHEREAS, under date of October 22, 1947, the City and the Port Authority entered into an agreement for the improvement, development, operation and maintenance of the Newark Marine and Air Terminals and for the lease of said Marine and Air Terminals by the City to the Port Authority, which said agreement was authorized by resolutions duly adopted by the Boards of Commissioners of the City and the Port Authority on said October 22, 1947, and which said agreement is herein called the Original Agreement, and

WHEREAS, under dates of March 11, 1948, July 27, 1949 and August 30, 1949, the aforesaid Original Agreement was supplemented and amended in certain respects, and

WHEREAS, the Original Agreement in Section 41 thereof contained a provision granting to the City a permit to dump refuse on the demised premises for a period not to exceed sixteen (16) months after the effective date of the lease, and

WHEREAS, by and pursuant to the provisions of the Second Supplemental Agreement made as of the 27th day of July, 1949 the City was permitted to continue the dumping of refuse on the demised premises until September 21, 1949, and

WHEREAS, the City has requested that the permit to continue the dumping of refuse on the demised premises be further extended,

NOW, THEREFORE, the City and the Port Authority hereby mutually undertake, promise and agree, each for itself and its successors and assigns, that the said Original Agreement as supplemented and amended as aforesaid shall be and it hereby is further supplemented and amended as follows:

The second and third full paragraphs of Section 41, contained on Page 32 of said Original Agreement, as amended by the Second Supplemental Agreement made as of the 27th day of July, 1949, are hereby further amended to read as follows:

> "The Port Authority agrees, however, to permit the City to continue the dumping of refuse on the demised premises until November 21, 1949, and the City agrees to cease and discontinue all such operations after that date. The dumping of such refuse

during this period shall be confined to such areas as may be designated by the Chief Engineer of the Port Authority or his successor in duties, and in accordance with such rules and regulations as may be established by the Port Authority.

"Upon the expiration of this permit, the City shall have the right to remove the Tractor Garage, Wash-house and Superintendent's Office and any personal property used in connection therewith, now erected upon the City Disposal Area within the demised premises, but such right shall not extend beyond February 21, 1950."

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement as of the day and year first above written.

CITY OF NEWARK

ATTEST:

H. S. Reichenstein
City Clerk
H. S. Reichenstein

/s/ Ralph A. Villani
Mayor
and Director of the Department of Parks and Public Property
Ralph A. Villani

ATTEST:

/s/ Joseph G. Carty
Joseph G. Carty
Secretary

THE PORT OF NEW YORK AUTHORITY

/s/ Austin J. Tobin
Executive Director
Austin J. Tobin

BE IT REMEMBERED, that on the 11th day of October, One Thousand Nine Hundred and Forty-nine, before me, an Attorney at Law of New Jersey, personally appeared

Ralph A. Villani

of the City of Newark, a municipal corporation, to me personally known to be the individual described in and who executed the preceding instrument, and who duly acknowledged to me the execution of same, and being by me duly sworn, for himself, does depose and say that he is the said Director of the Department of Parks and Public Property of the City of Newark aforesaid, that the seal affixed to the preceding instrument is the seal of said City of Newark and that the said seal and his signature as such Director of the Department of Parks and P blic Property is duly affixed and subscribed to said instrument by authority and direction of the Commissioners of said City of Newark.

s/ Ralph A. Villani
Ralph A. Villani

Sworn and subscribed to
before me this 11th day
of October, 1949.

s/ Harry A. Pine
Harry A. Pine
An Attorney at Law of New Jersey

STATE OF NEW YORK :
COUNTY OF NEW YORK : SS.:

BE IT REMEMBERED, that on the 27th day of October, One Thousand Nine Hundred and Forty-nine, before me the subscriber, an Attorney at Law for the State of New Jersey, personally appeared

JOSEPH G. CARTY,

who, being by me duly sworn, does depose and say that he is the Secretary of THE PORT OF NEW YORK AUTHORITY, the party 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 AUSTIN J. TOBIN, who was at the date thereof the Executive Director of said corporation, in the presence of this deponent, and said AUSTIN J. TOBIN 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 Commissioners, and that deponent, at the same time, subscribed his name to said instrument as an attesting witness to the execution thereof.

s/ Joseph G. Carty
Joseph G. Carty

Sworn and subscribed
before me at New York, N.Y.

s/ John F. Kenny
Attorney at Law for the State
of New Jersey
John F. Kenny

FIFTH SUPPLEMENTAL AGREEMENT

AGREEMENT made as of the 27th day of May, 1953, by and between the CITY OF NEWARK, a municipal corporation (hereinafter called the "City"), and THE PORT OF NEW YORK AUTHORITY, a body corporate and politic (hereinafter called the "Port Authority").

WHEREAS, under date of October 22, 1947, the City and the Port Authority entered into an agreement for the improvement, development, operation and maintenance of the Newark Marine and Air Terminals and for the lease of the said Marine and Air Terminals by the City to the Port Authority, which agreement was authorized by resolutions duly adopted by the Boards of Commissioners of the City and the Port Authority on October 22, 1947, and which agreement is herein called the "Original Agreement"; and

WHEREAS, under dates of March 11, 1948, July 27, 1949, August 30, 1949 and September 21, 1949, the Original Agreement was supplemented and amended in certain respects; and

WHEREAS, Section 9 of the Original Agreement requires the delivery by the Port Authority to the City of certain reports in regard to financing, refinancing, construction, operation and maintenance of the Marine and Air Terminals on or before February 15th of each year; and

WHEREAS, the Port Authority has requested that the time for delivery of the reports be changed and the City is willing that the change be made.

NOW, THEREFORE, the City and the Port Authority hereby mutually undertake, promise and agree, each for itself and its successors and assigns, that the Original Agreement as supplemented and amended as aforesaid, shall be and it hereby is further supplemented and amended as follows:

The second sentence of Section 9 is hereby amended to read as follows:

> "The Port Authority shall deliver to the Director of Revenue and Finance of the City on or before the fifteenth day of March of each and every year of the term hereof a complete report and account in regard to the financing, refinancing, construction, operation and maintenance of the terminals and

shall furnish a copy of any audit report made by the internal auditors of the Port Authority or by independent accountants relating to the terminals."

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF NEWARK

H. S. REICHENSTEIN
Harry S. Reichenstein
City Clerk

LEO P. CARLIN
Leo P. Carlin
Mayor and Director of the
Department of Public Works

(S E A L)

OK Form
SG

ATTEST:

THE PORT OF NEW YORK AUTHORITY

PHILIP HUNTER
Asst. Secretary

MATTHIAS E. LUKENS
First Assistant to Executive Director

(S E A L)

STATE OF NEW JERSEY)
COUNTY OF ESSEX)SS:

BE IT REMEMBERED, that on the 27th day of May, One Thousand Nine Hundred and Fifty-three, before me, a Master of the Superior Court of New Jersey, personally appeared Leo P. Carlin of the City of Newark, a municipal corporation, to me personally known to be the individual described in and who executed the preceding instrument, and who duly acknowledged to me the execution of same, and being by me duly sworn for himself, does depose and say that he is the said Mayor and Director of the Department of Public Works of the City of Newark aforesaid, that the seal affixed to the preceding instrument is the seal of said City of Newark and that the said seal and his signature as such Mayor and Director of the Department of Public Works is duly affixed and subscribed to said instrument by authority and direction of the Commissioners of said City of Newark.

Sworn and subscribed to
before me this 27th day
of May, 1953.

LEO P. CARLIN
Leo P. Carlin

GEORGE B. ASTLEY
George B. Astley
Master of the Superior Court of
New Jersey

STATE OF NEW YORK)
COUNTY OF NEW YORK)SS:

BE IT REMEMBERED, that on the 7th day of July, One Thousand Nine Hundred and Fifty-three, before me the subscriber, a Master of the Superior Court of New Jersey, personally appeared PHILIP HUNTER, who, being by me duly sworn, does depose and say that he is the Assistant Secretary of THE PORT OF NEW YORK AUTHORITY, the party 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 MATTHIAS E. LUKENS, who was at the date thereof the First Asst. to the Executive Director of said corporation, in the presence of this deponent, and said Matthias E. Lukens 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 Commissioners, and that deponent, at the same time, subscribed his name to said instrument as an attesting witness to the execution thereof.

Sworn and subscribed before me
at New York, New York.

PHILIP HUNTER
Philip Hunter

WILLIAM B. MORLEY
William B. Morley
A Master of the Superior Court of N.J.

SIXTH SUPPLEMENTAL AGREEMENT

AGREEMENT made as of the 8th day of September, 1955, by and between the CITY OF NEWARK, a municipal corporation (hereinafter called the "City"), and THE PORT OF NEW YORK AUTHORITY, a body corporate and politic (hereinafter called the "Port Authority").

WHEREAS, under date of October 22, 1947, the City and the Port Authority entered into an agreement for the improvement, development, operation and maintenance of the Newark Marine and Air Terminals and for the lease of the said Marine and Air Terminals by the City to the Port Authority, which agreement was authorized by resolutions duly adopted by the Boards of Commissioners of the City and the Port Authority on October 22, 1947, and which agreement is herein called the "Original Agreement"; and

WHEREAS, under dates of March 11, 1948, July 27, 1949, August 30, 1949, September 21, 1949 and May 27, 1953, the Original Agreement was supplemented and amended in certain respects; and

WHEREAS, at the time of execution of the Original Agreement there were included in the premises demised certain parcels designated on the map attached to the Original Agreement and designated Exhibit A as Parcels 1, 3 and 4 with respect to which the City reserved the right of conveyance to the State of New Jersey for highway purposes in accordance with the provisions of three agreements between the City and the State of New Jersey dated March 11, 1931, March 23, 1943 and

November 9, 1943, respectively, referred to in Section 27 of the Original Agreement; and

WHEREAS, Section 27 of said Original Agreement further provided that the City might substitute for Parcel 1 two other parcels, one of which is a parcel designated on said map Exhibit A as Parcel 2 in blue, provided said substitution was made within a period of four years from the effective date of the lease, which time for substitution expired in the year 1952; and

WHEREAS, neither the City nor the State Highway Department now contemplates a transfer between the City and the State of New Jersey of said Parcel 2; and

WHEREAS, the City has received an offer for the purchase of said Parcel 2 which has been accepted by the City under the impression that the City was free to dispose of said Parcel 2 to any purchaser and has now, by letter dated August 15, 1955 of Mayor Carlin, requested the Port Authority to release said Parcel 2 from the premises demised by the Original Agreement as supplemented and amended;

NOW, THEREFORE, the City and the Port Authority mutually agree each for itself and its successors and assigns as follows:

1. Effective upon the execution and delivery by exchange of this Agreement, the Original Agreement is modified so that the term of lease therein shall terminate with respect to the lands described above and designated as Parcel 2 in

blue on Exhibit A attached to the Original Agreement with the same force and effect as if said date of delivery of this Agreement were the date specified in the Original Agreement for the end of the term for said portion of the demised premises.

2. No surrender of space nor change in the area of the demised premises made pursuant to this Sixth Supplemental Agreement shall modify the terms of the Original Agreement with respect either to minimum rental or to any other rental reserved under said Original Agreement. Except as herein modified and as modified by the five supplemental agreements herein referred to, said Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the day and year first above written.

ATTEST:

H. S. Reichenstein
H.S.Reichenstein
City Clerk

CITY OF NEWARK

By Leo P. Carlin
Leo P. Carlin

Title Mayor

ATTEST:

Philip Hunter
Philip Hunter
Assistant Secretary

THE PORT OF NEW YORK AUTHORITY

By Austin J. Tobin
Austin J. Tobin

Title Executive Director

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

BE IT REMEBERED, that on the 8th day of September One Thousand Nine Hundred and Fifty-five, before me, an Attorney at Law of New Jersey, personally appeared LEO P. CARLIN, Mayor of the City of Newark, a municipal corporation, to me personally known to be the individual described in and who executed the preceding Instrument, and who duly acknowledged to me the execution of same, and being by me duly sworn, for himself, does depose and say that he is the said Mayor of the City of Newark aforesaid, that the seal affixed to the preceding Instrument is the seal of said The City of Newark and that the said seal and his signature as such Mayor is duly affixed and subscribed to said Instrument by authority and direction of the Municipal Council of said The City of Newark.

Leo P. Carlin

Leo P. Carlin
Mayor of The City of Newark

Sworn and subscribed to
before me this 8th day
of September, 1955.

Vincent P. Torppey

Vincent P. Torppey
An Attorney at Law of
New Jersey

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

BE IT REMEMBERED, that on this 8th day of September, One Thousand Nine Hundred and Fifty-five, before me, an Attorney at Law of New Jersey, personally appeared AUSTIN J. TOBIN, Executive Director of The Port of New York Authority, a body corporate and politic, to me personally known to be the individual described in and who executed the preceding Instrument, and who duly acknowledged to me the execution of same, and being by me duly sworn, for himself, does depose and say that he is the said Executive Director of The Port of New York Authority aforesaid, that the seal affixed to the preceding Instrument is the seal of said The Port of New York Authority and that the said seal and his signature as such Executive Director is duly affixed and subscribed to said Instrument by authority and direction of the Board of Commissioners of said The Port of New York Authority.

Sworn and subscribed to
before me this 8th day
of September, 1955.

Isobel Muirhead
Isobel Muirhead
An Attorney at Law of
New Jersey

Austin J. Tobin
Austin J. Tobin
Executive Director

SEVENTH SUPPLEMENTAL AGREEMENT

AGREEMENT made as of the 5th day of October, 1956, by and between THE CITY OF NEWARK, a municipal corporation (hereinafter called the "CITY"), and THE PORT OF NEW YORK AUTHORITY, a body corporate and politic (hereinafter called the "PORT AUTHORITY").

WHEREAS, under date of October 22, 1947, the City and the Port Authority entered into an agreement for the improvement, development, operation and maintenance of the Newark Marine and Air Terminals and for the lease of the said Marine and Air Terminals by the City to the Port Authority, which agreement was authorized by resolutions duly adopted by the Board of Commissioners of the City and the Port Authority on October 22, 1947, and which agreement is herein called the "Original Agreement"; and

WHEREAS, under dates of March 11, 1948; July 27, 1949; August 30, 1949; September 21, 1949; May 27, 1953 and September 8, 1955, the Original Agreement was supplemented and amended in certain respects; and

WHEREAS, the said Original Agreement provides in part that the City shall install at its own cost such new or additional water mains, pipes, sewers, electrical equipment and other City owned utilities as may be necessary within the demised premises; and

WHEREAS, the City and the Port Authority desire to amend

the Original Agreement so that, under certain circumstances, new or additional water mains, pipes and sewers may be installed by the Port Authority at its own cost and expense and the cost thereof charged to the operation and maintenance of the demised premises.

NOW, THEREFORE, the City and the Port Authority mutually agree each for itself and its successors and assigns as follows:

1. Effective upon the execution and delivery by exchange of this Agreement, the Original Agreement is amended by deleting therefrom the entire first sentence of the second paragraph of Section 20, headed "City Owned Utilities", and by substituting in lieu thereof the following:

> "The City may install at its own cost such new or additional water mains, pipes and sewers as may be necessary within the demised premises and it shall install at its own cost such new or additional electrical equipment and other City owned utilities as may be necessary within the demised premises, which utilities if not in City streets or public highways shall be at such locations as the parties mutually agree. Notwithstanding the foregoing provision regarding installation by the City, the Port Authority may, at its own cost and expense, install within the demised premises any water main, pipe or sewer the

necessity for which has been determined by the Director of the Department of Public Works of the City, and charge any and all expense of the installation thereof to the operations of the demised premises in accordance with the provisions of Section 33, headed "Charges Against Operations", provided, however, that the design of the water main, pipe or sewer to be installed by the Port Authority shall have been approved by the appropriate City administrative department prior to the installation thereof. The City shall be responsible for the maintenance of all utilities installed in accordance herewith as well as for the maintenance of existing City owned utilities, the City reserving unto itself the same right of entry to maintain said future utilities as hereinbefore provided with respect to existing City owned utilities."

2. Except as herein amended and as modified or amended by the six supplemental agreements herein referred to, said Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the day and year first above written.

Attest:

/s/ H. S. Reichenstein
H.S. Reichenstein
City Clerk

(City of Newark Seal)

CITY OF NEWARK

By /s/ Leo P. Carlin
LEO P. CARLIN
Mayor

Attest:

/s/ Joseph G. Carty
Secretary

(Port Authority Seal)

THE PORT OE NEW YORK AUTHORITY

By /s/ Austin J. Tobin
AUSTIN J. TOBIN
Executive Director

STATE OF NEW JERSEY
COUNTY OF ESSEX } ss.

BE IT REMEMBERED, that on the 5th day of October One Thousand Nine Hundred and Fifty-six, before me, an Attorney at Law of New Jersey, personally appeared LEO P. CARLIN, Mayor of the City of Newark, a municipal corporation, to me personally known to be the individual described in and who executed the preceding Instrument, and who duly acknowledged to me the execution of the same, and being by me duly sworn, for himself, does depose and say that he is the said Mayor of The City of Newark aforesaid, that the seal affixed to the preceding Instrument is the seal of said The City of Newark and that the said seal and his signature as such Mayor is duly affixed and subscribed to said Instrument by authority and direction of the Municipal Council of said The City of Newark.

/s/ Leo P. Carlin
LEO P. CARLIN
Mayor of The City of Newark

Sworn and subscribed to
before me this 5th day
of October, 1956

/s/ Vincent P. Torppey
VINCENT P. TORPPEY
An Attorney at Law of
New Jersey

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

BE IT REMEMBERED, that on the 17th day of October One Thousand Nine Hundred and Fifty-six, before me, an Attorney at Law of New Jersey, personally appeared AUSTIN J. TOBIN, Executive Director of The Port of New York Authority, a body corporate and politic, to me personally known to be the individual described in and who executed the preceding Instrument; and who duly acknowledged to me the execution of same, and being by me duly sworn, for himself, does depose and say that he is the said Executive Director of The Port of New York Authority aforesaid, that the seal affixed to the preceding Instrument is the seal of said The Port of New York Authority and that the said seal and his signature as such Executive Director is duly affixed and subscribed to said Instrument by authority and direction of the Board of Commissioners of said The Port of New York Authority.

/s/ Austin J. Tobin
AUSTIN J. TOBIN
Executive Director

Sworn and subscribed:
to before me this :
17th day of October :
1956 :

/s/ Isobel Muirhead
An Attorney-at-Law, New Jersey

EIGHTH SUPPLEMENTAL AGREEMENT

AGREEMENT made this 21st day of April, 1958 by and between the CITY OF NEWARK, a municipal corporation (hereinafter called the "City"), and THE PORT OF NEW YORK AUTHORITY, a body corporate and politic (hereinafter called the "Port Authority").

WHEREAS, under date of October 22, 1947 the City and the Port Authority entered into an agreement (recorded in Essex County on October 30, 1947, Book 110 of Deeds at page 242 et seq.) providing, among other things, for the lease by the City to the Port Authority of the Newark Marine Terminal and for the improvement, development, operation and maintenance of the said terminal by the Port Authority, which agreement, as heretofore amended and supplemented, is hereinafter called the "Original Agreement"; and

WHEREAS, the Port Authority has determined that the development of a new marine terminal in the City of Elizabeth, New Jersey, on lands to the south of the Newark Marine Terminal and adjacent to and contiguous with the southerly boundary thereof as established by the Original Agreement, is necessary in the public interest; and

WHEREAS, the Port Authority has authorized the acquisition of the necessary lands for such a new terminal which will be known as the "Elizabeth-Port Authority Piers"; and

WHEREAS, the further development of the Newark Marine Terminal and the Elizabeth-Port Authority Piers necessarily requires the dredging and excavation of a new deep water ship channel at the approximate location, and of the depth indicated on the drawing marked "Exhibit J" attached hereto and made a part hereof, which said channel is designated thereon and hereinafter referred to as the "Elizabeth Channel"; and

WHEREAS, since the said Elizabeth Channel when completed will be partly within the limits of the Marine Terminal Area as shown in yellow on Exhibit "A" attached to the Original Agreement (hereinafter referred to as the "Marine Terminal Area"), the City and the Port Authority desire to determine the portion of the cost of the original construction and of the expense of the future operation and maintenance thereof which shall constitute expenses of the Newark Marine Terminal and be properly chargeable thereto under the applicable provisions of the Original Agreement;

NOW, THEREFORE, the City and the Port Authority agree as follows:

1. For the purpose of computing the expenses of the Newark Marine Terminal under and pursuant to the applicable provisions of the Original Agreement, there shall be charged to the Newark Marine Terminal

(a) the entire cost of the construction of the north bulkhead and of so much of the west bulkhead of the Elizabeth Channel as shown on Exhibit "J" as is within the limits of the Marine Terminal Area; and

(b) (i) that portion of the cost of the dredging, excavating and other related construction work (other than bulkheading) of the said Channel which bears the same relation to the total cost thereof as the square foot area of the said Channel as shown on Exhibit "J" within the limits of the Marine Terminal Area bears to the total square foot area of the said Channel, it being understood and agreed that the proportion herein established shall be the basis for the allocation of the said costs whether the Channel is constructed as a single project or in two or more stages.

(ii) Immediately upon completion of the construction of the entire length of the Elizabeth Channel as shown on Exhibit "J", the Port Authority shall cause to be made, by a licensed land surveyor, an accurate survey which shall show the exact location of the bulkheads of said Channel with reference to the Essex County-Union County boundary line as the same is shown on Exhibit "A" attached to the Original Agreement. A copy of said survey shall be provided to the City's Director of Finance. The portions of the area within the bulkheads of said Channel as shown on said survey which are within and without the Marine Terminal Area shall be determined and all cost allocations theretofore made in accordance with subparagraph (b) (i) above and in reliance on the areas shown on Exhibit "J" shall be adjusted as necessary to conform with the state of facts shown on the said survey.

2. The Port Authority will, during the term of the Original Agreement and during the term of any renewal or renewals thereof, continue to dredge the Elizabeth Channel to the depth for said Channel shown on Exhibit "J" and the expense of said maintenance dredging shall be allocated to and apportioned between the Newark Marine Terminal and the Elizabeth-Port Authority Piers in the same proportion as the proportion established under either paragraph 1 (b) (i) or (ii) above, for the allocation of the original dredging and excavating cost, whichever may be applicable at the time the maintenance dredging is performed, excepting, however, that when maintenance dredging is performed in the berthing areas along the bulkheads of said Channel (by which is meant the area 125 feet wide immediately adjacent to the said bulkheads as shown on Exhibit "J"), then and in that event there shall be charged to the Newark Marine Terminal the entire expense of all such dredging performed in the berthing area along the north bulkhead of said Channel and that portion of the expense of such dredging performed in the berthing area along the west bulkhead which bears the same relation to the total expense of the dredging in the berthing area along the west bulkhead as the number of square feet of west bulkhead berthing area dredged which is within the limits of the Marine Terminal Area bears to the total number of square feet of west bulkhead berthing area dredged.

3. In the event that any Federal aid is received by the Port Authority for any of the work to be undertaken by the Port Authority hereunder, the cost of which is to be allocated as between the Newark Marine Terminal and the Elizabeth-Port Authority Piers, the amounts received shall be allocated in accordance with the provisions hereinabove set down, provided, however, that if Federal aid is granted or provided for a specific portion of the work, the cost of which is not to be allocated under the provision hereinabove, then and in that

128

event the amount of such Federal aid shall be applied to reduce the expenses of the Newark Marine Terminal only if the portion of the work for which the Federal aid is granted or provided is a portion of the work the cost of which would, under this agreement, be chargeable as an expense of the Newark Marine Terminal.

4. In determining or computing rents, revenues and expenses (except such expenses as are covered in paragraphs 1, 2 and 3 above) of the Newark Marine Terminal only such rents and revenues as are received, derived or earned by the Port Authority by reason of wharfage, dockage or any other activities utilizing that portion of the bulkhead of the Elizabeth Channel located within the limits of the Marine Terminal Area and only such expenses as are incurred by the Port Authority by reason of or in connection with the operation and maintenance of the same portion of the bulkhead shall constitute rents and revenues or expenses of the Newark Marine Terminal. No part of the rents, revenues or expenses (except such expenses as are covered in paragraphs 1, 2 and 3 above) received, derived or sustained by reason of wharfage, dockage or any other activity utilizing or related to that portion of the bulkhead outside the limits of the Marine Terminal Area shall be charged against or credited to the Newark Marine Terminal.

5. This Eighth Supplemental Agreement shall not be deemed to accomplish any surrender of space or change in the limits of the Marine Terminal Area, provided, however, that as a rule of construction, the bulkhead on the north side of the Elizabeth Channel, in its entirety, shall, for all purposes, be deemed to be within the Marine Terminal Area and the bulkhead on the south side of said Channel, in its entirety shall, for all purposes, be deemed to be outside the limits of the Marine Terminal Area, notwithstanding the fact that a survey or other further investigation may show that the boundary line between Essex and Union Counties, which is, by the terms of the Original Agreement and of Exhibit "A" thereto, the southerly boundary of the Marine Terminal Area, is in fact located elsewhere than as shown on said Exhibit "A" and, in fact actually overlaps some portion of either the north or south bulkhead of the Elizabeth Channel as finally constructed.

Except as herein modified said Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST: CITY OF NEWARK

/s/ H. S. Reichenstein By /s/ Geo. W. Andress

Title Director, Dept. of Public Works

ATTEST: THE PORT OF NEW YORK AUTHORITY

/s/ Mildred C. Porth By /s/ Austin J. Tobin
Assistant Secretary

Title Executive Director

STATE OF NEW JERSEY :
: SS.
COUNTY OF ESSEX :

BE IT REMEMBERED, that on the 21st day of April One Thousand Nine Hundred and Fifty-Eight, before me Notary Public of New Jersey personally appeared GEORGE W. ANDRESS, Director of the Department of Public Works of The City of Newark, a municipal corporation, to me personally known to be the individual described in and who executed the preceding Instrument, and who duly acknowledged to me the execution of the same, and being by me duly sworn, for himself, does depose and say that he is the said Director of the Department of Public Works of The City of Newark aforesaid, that the seal affixed to the preceding Instrument is the seal of said The City of Newark and that the said seal and his signature as said Director is duly affixed and subscribed to said Instrument by authority and direction of the Municipal Council of said The City of Newark.

/s/ Geo. W. Andress
GEORGE W. ANDRESS
Director of Public Works
of The City of Newark

Sworn and subscribed to
before me this 21st day
of April 1958

/s/ Gustave Trenkler
a Notary Public of New Jersey

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

On the 1st day of May, One Thousand Nine Hundred and Fifty-Eight, before me, an Attorney at Law of the State of New Jersey, personally appeared AUSTIN J. TOBIN, Executive Director of The Port of New York Authority, a body corporate and politic, to me personally known to be the individual described in and who executed the preceding Instrument; and who duly acknowledged to me the execution of same, and being by me duly sworn, for himself, does depose and say that he is the said Executive Director of The Port of New York Authority aforesaid, that the seal affixed to the preceding Instrument is the seal of said The Port of New York Authority and that the said seal and his signature as such Executive Director is duly affixed and subscribed to said Instrument by authority and direction of the Board of Commissioners of said The Port of New York Authority.

/s/ Austin J. Tobin
AUSTIN J. TOBIN
Executive Director

Sworn and subscribed
to before me this
1st day of May 1958

/s/ John G. Klos
John G. Klos
An Attorney at Law of the State of New Jersey
An Attorney at Law of the
State of New Jersey

13

25 cms
.30
25.30

THE CITY OF NEWARK *x3

AND

THE PORT OF NEW YORK AUTHORITY *x3

See Deed
TO BE NOTED
E110-242X3

NINTH SUPPLEMENTAL AGREEMENT

WITH RESPECT TO

THE NEWARK MARINE AND AIR TERMINALS

BOOK 4211 PAGE 376

Dated ~~October~~ December 14, 1966

620-7519

FRANCIS A. MULHERN

ATTORNEY
THE PORT OF NEW YORK AUTHORITY
111 EIGHTH AVENUE, NEW YORK, N. Y. 10011

NINTH SUPPLEMENTAL AGREEMENT made as of the 14th day of ~~October~~ December, 1966 between THE CITY OF NEWARK, a municipal corporation, hereinafter called "the City," and THE PORT OF NEW YORK AUTHORITY, a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of Congress, hereinafter called the "Port Authority."

WITNESSETH:

WHEREAS, under date of October 22, 1947 the City and the Port Authority entered into an Agreement With Respect to The Newark Marine and Air Terminals (hereinafter referred to as the "Original Agreement"), providing for the improvement, development, operation and maintenance of the Marine and Air Terminals by the Port Authority for a term expiring not later than March 22, 1998; and

WHEREAS, under dates of March 11, 1948, July 27, 1949, August 30, 1949, September 21, 1949, May 27, 1953, September 8, 1955, October 5, 1956 and April 21, 1958, the City and the Port Authority have duly amended, supplemented and modified said Original Agreement; and

WHEREAS, the City and the Port Authority are agreed that increase in the annual rental payable to the City, commencing with the calendar year 1966 will be in the public interest, and that the financing by the Port Authority of the costs of continued improvement, development, operation and maintenance of said Marine and Air Terminals will be facilitated by extension of the term of said Original Agreement;

NOW, THEREFORE, the City and the Port Authority hereby mutually undertake, promise and agree, each for itself and its successors and assigns, that said Original Agreement shall be and it hereby is amended, supplemented and modified as follows:

1. DEFINITIONS

a. Section 1 of the Original Agreement is hereby amended by striking out the definitions of "Gross operating revenue," "Net operating revenue," and "Annual net revenue" and by substituting the following:

"Current year." The calendar year for which the rent is being computed.

"Annual net revenue." The difference between:

(a) the gross revenue of the current year; and

(b) the sum of the following: (1) operation and maintenance expense of the current year; (2) general and administrative expense of the current year; (3) imputed debt service of the current year.

"Gross revenue." All income and revenue of any nature whatsoever, derived by the Port Authority, in any manner whatsoever, or from any source whatsoever, from or in connection with the operation of the marine and air terminals, (including, without limiting the generality of the foregoing, net earnings derived from the investment of marine and air terminal operating funds) except the proceeds of bonds and notes and interest earned on capital funds.

"Operation and maintenance expense." The expense of the Port Authority which is directly attributable to the operation and maintenance of the marine and air terminals during the current year (excluding general and administrative expense, the rent payable to the City by the Port Authority

for the demised premises and any payment to the City by the Port Authority of taxes, assessments, levies or imposts for school or municipal purposes (except those imposed on sublessees or tenants for which the Port Authority, by agreement with such sublessees or tenants, assumes the obligation to pay) which shall, as hereafter provided, be deemed payment *pro tanto* of rent). In the event the City or the Port Authority, or both, under any law that may hereafter be enacted or applied, shall be or become subject to and liable for payment to the county in which the demised premises are located of any taxes, assessments or governmental levies or imposts upon or against the demised premises or upon any part or parts thereof then, as between the City and the Port Authority, the Port Authority shall pay the same and such payment by the Port Authority shall be included in the operation and maintenance expense. No deduction, allowance, or provision for depreciation, except for automotive equipment and equipment ancillary thereto, is to be included in the operation and maintenance expense.

"General and administrative expense." A sum equal to fifteen (15%) percent of the operation and maintenance expense.

"Imputed debt service." The sum of:

(a) the unamortized debt component (computed by multiplying the unamortized debt as of January 1 of the current year by the amortization factor for such year) and

(b) the capital replacement component (computed by multiplying the value of the plant in service on January 1 of the current year by the replacement factor for the current year).

Notwithstanding the method of computing the imputed debt service, as hereinabove defined, the capital replacement component shall be omitted in computing the imputed debt service for the last current year (calendar year 2016) of the lease, and the actual amount of capital transferred to completed construction during the calendar year 2016, less Federal aid received during the calendar year 2016, shall be used in lieu thereof.

"The unamortized debt component." The product of: (a) the unamortized debt as of January 1 of the current year and (b) the amortization factor.

"The capital replacement component." The product of: (a) the value of the plant in service on January 1 of the current year and (b) the replacement factor.

"Amortization factor." The appropriate annual factor to be applied to the unamortized debt as of the beginning of the current year listed in Table I under the rate of current interest established for that year.

"Replacement factor." The appropriate replacement factor to be applied to value of plant in service as of the beginning of the current year listed in Table II under the rate of current interest established for that year.

"Unamortized debt as of January 1 of the current year 1966." $96,566,976.

"Unamortized debt as of January 1 of each current year thereafter." The sum of:

(a) the difference between: (1) the unamortized debt as of January 1 of the calendar year immediately preceding the current year and (2) the amount constituting the difference between (aa) the imputed debt service for such preceding calendar year and (bb) the interest for such preceding calendar year (computed by multiplying the unamortized debt as of January 1 of the preceding calendar year by the current interest rate for such preceding calendar year); and

(b) the difference between the amount of capital transferred to completed construction in such preceding year and Federal aid transferred to completed construction in such preceding year.

"Current interest rate." The product (rounded off to the nearest eighth of one percent) arrived at by multiplying the average of the weekly indices as reported in the "Daily Bond Buyer" under their

"20 Bond Index" during the calendar year preceding the current year by the appropriate factor indicated below:

Rating of Port Authority Bonds (Moody's)	*Rating of Port Authority Bonds (Standard & Poor's)*	*Factor*
Aa	AA	1.09
A	A	1.14
Baa	BBB	1.21

The average of the weekly indices will be rounded off to the nearest .01. If the average before rounding happens to fall at the exact midpoint between two successive 1/100's, it shall be rounded down on the first such occurrence, then up and down alternately on successive occurrences. Similarly, should the product of the average index and the appropriate factor result in a number at the exact midpoint between two successive eighths of one percent, it shall be rounded down on the first such occurrence, then up and down alternately on successive occurrences.

"Rating of Port Authority bonds" shall be the lower rating of the municipal bond ratings supplied by "Moody's Investors Service Inc." or "Standard & Poor's Corp." of those Port Authority bond issues (other than Port Authority bonds guaranteed by any other government body) for which the Port Authority received and accepted bids during the calendar year preceding the current year. If the bond issues sold during that year do not all have the same rating, then the factor to be used shall be the average (rounded to the nearest .01) of the factors corresponding to the rating of said bond issues at the time of acceptance of bids, weighted in accordance with the principal amounts of said bond issues. In the event that there are no bond issues in the calendar year preceding the current year, then the rating of bond issues of the last previous calendar year prior thereto in which the Port Authority received and accepted bids on any bond issue shall be deemed the rating of the bond issues during the calendar year preceding the current year.

In the event that the "Daily Bond Buyer" or their "20 Bond Index" or "Moody's Investors Service, Inc." or "Standard & Poor's Corp." or the rating of Port Authority bonds by said Moody's Investors Service, Inc. or Standard & Poor's Corp. shall be discontinued during the term of this agreement, a comparable substitute for such discontinued element shall be mutually agreed upon in writing by the City and the Port Authority within thirty (30) days after such discontinuance. In the event that the parties shall fail to agree upon such a substitute within the time hereinabove specified, the question shall be submitted to three experts in this field recommended by the American Arbitration Association and selected as follows: each of the parties to this agreement, within thirty (30) days after the expiration of the period hereinabove specified for reaching agreement upon a substitute for such discontinued element, shall designate one such expert recommended by the American Arbitration Association and the two experts thus chosen shall, within fifteen (15) days after both have been designated, designate a third expert having the recommendation of such Association. The determination of a majority of said three experts shall be final and binding upon the parties hereto and the parties hereto agree to be bound by such determination provided that such determination shall be made in writing within forty-five (45) days next after the submission to them of the question, or on or before any later date to which the said experts, by any writing signed by a majority of them shall enlarge the time for making such determination.

"The value of the plant in service as of January 1 of the current year 1966." $127,647,421.

"The value of the plant in service as of January 1 of each current year after 1966." The sum of:

(a) the value of the plant in service on January 1 of the calendar year immediately preceding the current year; and

(b) the difference between the capital amount of transfers to completed construction in the year immediately preceding the current year and the capital expenditures related to the properties retired during such preceding year.

As used in this lease, the term "plant in service" shall not include automotive equipment or equipment ancillary thereto.

b. Section 1 of the Original Agreement is hereby further amended by striking out of the definition of "Bonds issued for Newark Marine and Air Terminal purposes" the following sentence:

"The proceeds of such bonds shall be used solely for such purposes."

2. TERM

a. The first paragraph of Section 3 of the Original Agreement, as amended, is hereby further amended to read as follows:

"The term for which the demised premises are leased shall commence on the 15th day of November, 1947 (or on such subsequent date as may be the effective date of the lease under and pursuant to Section 4 hereof), and shall expire on the 31st day of December, 2016, provided, that insofar as after acquired real property on rights or interests therein are concerned, the term shall in each case commence with the acquisition thereof by the City".

b. The second paragraph of Section 3 of the Original Agreement is hereby amended by striking it out in its entirety and inserting in place thereof, the following:

"Notwithstanding any other provision of this Ninth Supplemental Agreement or of the Original Agreement, as amended, supplemented or modified, the Port Authority shall not pledge any revenues of the marine and air terminals, or any part thereof, derivable at any time after the end of the lease term or sooner termination thereof (other than revenues accruing prior to the end of the lease term or sooner termination thereof), as security for the repayment of principal or interest, or of any part thereof, on any bonds of the Port Authority issued for marine and air terminal purposes or any other purposes, nor shall any such bonds of the Port Authority or any provision thereof affect in any manner whatsoever or grant any right whatsoever to or in the marine and air terminals or their operation, maintenance or revenues for or during any period after the end of the lease term or sooner termination thereof."

c. The third paragraph of Section 3 of the Original Agreement is hereby amended by striking out the following words:

"depreciation, obsolescence and ordinary wear and tear excepted,"

3. RENT

Section 5 of the Original Agreement is amended by striking that Section out in its entirety and by substituting therefor the following:

"RENTS

The annual rent which the Port Authority shall pay to the City for each current year from January 1, 1966 until the end of the term herein provided shall be as follows:

A. *Guaranteed Annual Rent*

The guaranteed annual rent for each such year shall be the amount of:

$1,000,000 for the years 1966 through 1970
$579,000 for the years 1971 through 1975
$1,000,000 for the years 1976 through 2016.

The guaranteed annual rent for the year 1966 shall be paid to the City upon the date of the execution hereof or upon the date on which the litigation referred to in paragraph 9 below is finally dismissed, whichever is later.

B. *Additional Payment*

(1) Upon the date of the execution hereof or upon the date on which the litigation referred to in paragraph 9 below is finally dismissed, whichever is later, the Port Authority shall pay to the City the sum of $4,000,000 as an advance against future additional rent payments which may, in accordance with the provisions hereinbelow set forth, become due to the City.

(2) Subject to the provisions set forth in subparagraph 3 below, the Port Authority shall pay to the City as additional rent for each year the amount, if any, by which the guaranteed annual rent for each such year is exceeded by the percentage of annual net revenue for that year indicated on the schedule below:

1966 through 1975	50%
1976 through 1985	60%
1986 through 2016	75%

(3) In the accounts to be maintained by the Port Authority, there shall be established a special account known as the "accumulation account". There shall be credited to said accumulation account all sums which correspond to the percentage of annual net revenue under subparagraph 2 above. There shall be charged to said accumulation account all amounts paid to the City, including the advance of $4,000,000 paid in accordance with subparagraph 1 above. As of December 31st of any year, if the balance in the accumulation account to the credit of the City, before deducting any additional rent for such year, is less than $2,000,000, no additional rent shall be payable to the City for that year. If the balance in the accumulation account to the credit of the City, before deducting any additional rent for such year, is not less than $2,000,000, then the additional rent payable to the City shall be the difference between the balance in the accumulation account before deducting the additional rent payable and $2,000,000, provided that for the year 2016 the additional rent payable to the City shall be the balance in the accumulation account to the credit of the City before deducting the additional rent for the year 2016.

The guaranteed annual rent for each such current year as specified in Paragraph A above shall be due and payable to the City on or before January 31 of such current year. The additional payment, if any, which may be due for each such current year pursuant to the provisions of Paragraph B above, shall be due and payable to the City on or before March 31 of the calendar year following such current year.

On or before March 31 of each calendar year the Port Authority shall furnish to the City a completed copy of the form annexed hereto marked Exhibit A and incorporated herein and a statement of the annual net revenue of the marine and air terminals for the current year preceding such calendar year.

Such statement shall be a complete report of the following:

(a) An itemized statement of gross revenue by sources for such current year, together with a schedule of any items excludable under the terms of the lease.

(b) An itemized statement of operation and maintenance expenses for such current year listed by activity accounts.

(c) An itemized statement of the imputed debt service for such current year which shall include:

1. A schedule of individual properties and costs thereof comprising plant placed in service and plant retired during the year immediately preceding such current year; and

2. A detailed computation of the unamortized debt component and the capital replacement component for such current year.

No breach of any covenant, term or condition in this agreement shall excuse the Port Authority from the prompt payment of the rent herein reserved provided, however, in the event the Port Authority, under any law that may hereafter be enacted or applied, shall be or become subject to and liable for payment to the City of any taxes, assessments, or governmental levies or imposts (except charges for water pursuant to Section 20 of the Original Agreement) upon or against the demised premises or upon any part or parts thereof, then the receipt by the City of so much of such taxes, assessments, levies or imposts as are revenues for school and municipal purposes shall, as between the City and the Port Authority, be deemed receipt *pro tanto* of the rent herein reserved and the amount so received by the City shall be treated as a cumulative credit against rent otherwise payable hereunder.

4. Repairs

a. Section 6 of the Original Agreement is amended by striking out the following words: ", ordinary wear and tear excepted"

b. Section 6 of the Original Agreement is further amended by adding the following sentence at the end thereof:

"In the event the premises or any building, structures or improvements thereon or any part thereof at the end of the lease term or sooner termination are in a state of disrepair resulting from the failure of the Port Authority to repair, maintain or paint said premises, building, structures or improvements during said term, then in that event the Port Authority shall be required to sufficiently repair, paint or place the premises in good order or condition as though all of such work had been properly done during such term."

5. Accounts

Section 9 of the Original Agreement is amended by striking that section out in its entirety and substituting therefor the following:

"The Port Authority shall keep, in a manner consistent with accepted accounting practice, complete records and accounts in regard to the operation, maintenance and construction or other capital development, and of all gross revenues and expenses, of the Marine and Air Terminals; and full and complete details of the costs of all properties transferred to and retired from plant in service and shall allow the City or any duly authorized representative of the City, at all reasonable times, to examine said records and accounts, also to examine all contracts and agreements relating to construction, maintenance and operation and all leases or agreements now or hereafter made with any and all tenants, occupants and users thereof, and such other documents as reasonably may be required by the City for the purposes of verifying, if it shall so desire, the statement or statements of annual net revenue herein required to be furnished by the Port Authority.

For this purpose the Port Authority shall make available agreement and lease files, and records reflecting any adjustments to accounts, and audit reports made by the internal auditors of the Port Authority or by outside accountants retained by the Port Authority or by consultants, relating to or verifying the factors of revenue, expense and imputed debt service which enter into the computation of rent under this lease.

All accounting records now separately maintained for the Marine and Air Terminals shall continue to be separately maintained and all Marine and Air Terminals records now incorporated with other Port Authority records shall, whenever feasible, be separately grouped and summarized within those Port Authority records and coded for ready identification.

All accounting records maintained by the Port Authority bearing on allocations and prorations of operation and maintenance expense to the Marine and Air Terminals shall be made available to the City or any duly authorized representative of the City."

The Fifth Supplemental Agreement made as of May 27, 1953 is cancelled.

6. Section 33 of the Original Agreement is amended by deleting from the first sentence thereof the words "within the meaning of 'Net Operating Revenue' as defined in Section 1 hereof".

7. Section 34 of the Original Agreement is hereby stricken out in its entirety.

8. This Ninth Supplemental Agreement shall be effective as of January 1, 1966.

9. The City agrees to waive and hereby does waive and release any and all claims which it may have against the Port Authority under the Original Agreement with respect to the period prior to January 1, 1966. It is further agreed that the payments heretofore made by the Port Authority to the City constitute full payment of the obligation of the Port Authority to the City under Section 5 of the Original Agreement for the period prior to January 1, 1966.

It is understood and agreed that this Ninth Supplemental Agreement is entered into upon the express condition that all litigation now pending in the Superior Court of New Jersey to which the City and the Port Authority are parties will be dismissed with prejudice and upon the further condition that the City will mark all parts of the demised premises now or hereafter listed on the real estate tax records of the City exempt on said records. The City agrees that it will take such action as may be necessary to cause the dismissal with prejudice of the pending litigation and that it will, on its tax records, designate as exempt all parts of the demised premises not now so designated.

Except as hereinabove provided, nothing contained herein is intended to or shall be construed to deprive the City of or in any way limit its exercise, in the future, of any of the rights of the City under R.S. 32:1-35.1 relating to Air Terminals or R.S. 32:1-35.28 relating to Marine Terminals.

In Witness Whereof, the parties hereto have executed this Ninth Supplemental Agreement the day and year first above written.

Attest:

City Clerk

The City of Newark

Mayor

Attest:

Secretary

The Port of New York Authority

Executive Director

Approved as to Form:

Corporation Counsel

Approved as to Form:

General Counsel

BOOK 4211 PAGE 376

STATE OF NEW JERSEY
COUNTY OF ESSEX } ss.:

BE IT REMEMBERED, that on the 14th day of ~~October~~ December, One Thousand Nine Hundred and Sixty-six, before me, an attorney at law of New Jersey, personally appeared HUGH J. ADDONIZIO, Mayor of The City of Newark, a municipal corporation, to me personally known to be the individual described in and who executed the preceding instrument, and who duly acknowledged to me the execution of the same, and being by me duly sworn, for himself, does depose and say that he is the said Mayor of The City of Newark aforesaid, that the seal affixed to the preceding instrument is the seal of said The City of Newark and that the said seal and his signature as such Mayor is duly affixed and subscribed to said instrument by authority and direction of the Municipal Council of said The City of Newark.

Hugh J. Addonizio
Mayor of The City of Newark

Sworn and subscribed to before me this
14th day of ~~October~~ December, 1966.

Gerald Spann

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

BE IT REMEMBERED, that on the 12th day of ~~October~~ December, One Thousand Nine Hundred and Sixty-six, before me, an Attorney-at-Law of New Jersey, personally appeared AUSTIN J. TOBIN, Executive Director of The Port of New York Authority, a body corporate and politic, to me personally known to be the individual described in and who executed the preceding instrument, and who duly acknowledged to me the execution of same, and being by me duly sworn, for himself, does depose and say that he is the said Executive Director of The Port of New York Authority aforesaid, that the seal affixed to the preceding instrument is the seal of said The Port of New York Authority and that the said seal and his signature as such Executive Director is duly affixed and subscribed to said instrument by authority and direction of the Board of Commissioners of said The Port of New York Authority.

AUSTIN J. TOBIN
Executive Director

Sworn and subscribed to before me this
12th day of ~~October~~ December, 1966.

Francis A. Mulhern

An Attorney-at-Law of
New Jersey

TABLE I

INSTRUCTIONS: Determine the current interest rate established for the current year. "Leasehold Term Remaining" is the unexpired term of the lease from January 1 of the current year. The appropriate equal annual factor to be applied to the unamortized debt as of the beginning of that year is shown under the rate of current interest established for that year on the line corresponding to the "Leasehold Term Remaining."

TABLE I

Factors for Unamortized Debt Component of Imputed Debt Service

Leasehold Term Remaining	Amortization Factor Under "Current Interest" Rates of: 2½%	2⅝%	2¾%	2⅞%
51	.03491	.03580	.03670	.03761
50	.03526	.03614	.03704	.03795
49	.03562	.03651	.03740	.03830
48	.03601	.03688	.03777	.03867
47	.03641	.03728	.03816	.03906
46	.03683	.03770	.03857	.03946
45	.03727	.03813	.03901	.03989
44	.03773	.03859	.03946	.04034
43	.03822	.03907	.03994	.04081
42	.03873	.03958	.04044	.04131
41	.03927	.04012	.04097	.04184
40	.03984	.04068	.04153	.04239
39	.04044	.04127	.04212	.04298
38	.04107	.04190	.04275	.04360
37	.04174	.04257	.04341	.04426
36	.04245	.04328	.04411	.04495
35	.04321	.04403	.04486	.04569
34	.04401	.04482	.04565	.04648
33	.04486	.04567	.04649	.04732
32	.04577	.04658	.04739	.04822
31	.04674	.04754	.04835	.04917
30	.04778	.04858	.04938	.05020
29	.04889	.04969	.05049	.05130
28	.05009	.05088	.05168	.05248
27	.05138	.05216	.05296	.05376
26	.05277	.05355	.05434	.05514
25	.05428	.05505	.05584	.05663
24	.05591	.05669	.05747	.05826
23	.05770	.05847	.05924	.06003
22	.05965	.06041	.06119	.06196
21	.06179	.06255	.06332	.06409
20	.06415	.06491	.06567	.06644
19	.06676	.06752	.06828	.06904
18	.06967	.07042	.07118	.07194
17	.07293	.07368	.07443	.07519
16	.07660	.07735	.07810	.07885
15	.08077	.08151	.08226	.08301
14	.08554	.08628	.08702	.08777
13	.09105	.09179	.09253	.09328
12	.09749	.09823	.09897	.09971
11	.10511	.10584	.10659	.10733
10	.11426	.11500	.11574	.11648
9	.12546	.12620	.12694	.12769
8	.13947	.14021	.14096	.14171
7	.15750	.15825	.15900	.15975
6	.18155	.18231	.18307	.18383
5	.21525	.21602	.21680	.21758
4	.26582	.26662	.26742	.26822
3	.35014	.35098	.35183	.35268
2	.51883	.51977	.52072	.52166
1	1.02500	1.02625	1.02750	1.02875

TABLE I

(Continued)

Leasehold Term Remaining	3%	3⅛%	3¼%	3⅜%	3½%
51	.03853	.03947	.04041	.04136	.04232
50	.03887	.03979	.04073	.04168	.04263
49	.03921	.04014	.04107	.04201	.04296
48	.03958	.04050	.04142	.04236	.04331
47	.03996	.04087	.04180	.04273	.04367
46	.04036	.04127	.04219	.04312	.04405
45	.04079	.04169	.04260	.04352	.04445
44	.04123	.04213	.04304	.04395	.04488
43	.04170	.04259	.04349	.04441	.04533
42	.04219	.04308	.04398	.04488	.04580
41	.04271	.04360	.04449	.04539	.04630
40	.04326	.04414	.04503	.04592	.04683
39	.04384	.04472	.04560	.04649	.04739
38	.04446	.04533	.04620	.04709	.04798
37	.04511	.04597	.04685	.04773	.04861
36	.04580	.04666	.04753	.04840	.04928
35	.04654	.04739	.04825	.04912	.05000
34	.04732	.04817	.04903	.04989	.05076
33	.04816	.04900	.04985	.05071	.05157
32	.04905	.04988	.05073	.05158	.05244
31	.05000	.05083	.05167	.05252	.05337
30	.05102	.05185	.05268	.05352	.05437
29	.05211	.05294	.05377	.05460	.05545
28	.05329	.05411	.05494	.05577	.05660
27	.05456	.05538	.05620	.05702	.05785
26	.05594	.05675	.05756	.05838	.05921
25	.05743	.05823	.05904	.05985	.06067
24	.05905	.05985	.06065	.06146	.06227
23	.06081	.06161	.06241	.06321	.06402
22	.06275	.06354	.06433	.06513	.06593
21	.06487	.06566	.06644	.06724	.06804
20	.06722	.06800	.06878	.06957	.07036
19	.06981	.07059	.07137	.07215	.07294
18	.07271	.07348	.07425	.07503	.07582
17	.07595	.07672	.07749	.07826	.07904
16	.07961	.08037	.08114	.08191	.08268
15	.08377	.08453	.08529	.08606	.08683
14	.08853	.08928	.09004	.09080	.09157
13	.09403	.09478	.09554	.09630	.09706
12	.10046	.10121	.10197	.10272	.10348
11	.10808	.10883	.10958	.11033	.11109
10	.11723	.11798	.11873	.11949	.12024
9	.12843	.12918	.12994	.13069	.13145
8	.14246	.14321	.14396	.14472	.14548
7	.16051	.16126	.16202	.16278	.16354
6	.18460	.18536	.18613	.18690	.18767
5	.21835	.21913	.21992	.22070	.22148
4	.26903	.26983	.27064	.27144	.27225
3	.35353	.35438	.35523	.35608	.35693
2	.52261	.52356	.52450	.52545	.52640
1	1.03000	1.03125	1.03250	1.03375	1.03500

TABLE I

(Continued)

Leasehold Term Remaining	3⅝%	3¾%	3⅞%	4%
51	.04329	.04427	.04526	.04626
50	.04360	.04457	.04556	.04655
49	.04392	.04489	.04587	.04686
48	.04426	.04523	.04620	.04718
47	.04462	.04558	.04655	.04752
46	.04500	.04595	.04691	.04788
45	.04539	.04634	.04730	.04826
44	.04581	.04675	.04771	.04866
43	.04625	.04719	.04814	.04909
42	.04672	.04765	.04859	.04954
41	.04722	.04814	.04908	.05002
40	.04774	.04866	.04959	.05052
39	.04829	.04921	.05013	.05106
38	.04888	.04979	.05071	.05163
37	.04951	.05041	.05132	.05224
36	.05017	.05107	.05198	.05289
35	.05088	.05177	.05267	.05358
34	.05164	.05252	.05342	.05431
33	.05244	.05332	.05421	.05510
32	.05331	.05418	.05506	.05595
31	.05423	.05510	.05597	.05686
30	.05523	.05609	.05696	.05783
29	.05629	.05715	.05801	.05888
28	.05745	.05830	.05915	.06001
27	.05869	.05953	.06038	.06124
26	.06004	.06087	.06172	.06257
25	.06150	.06233	.06317	.06401
24	.06309	.06392	.06475	.06559
23	.06483	.06565	.06648	.06731
22	.06674	.06756	.06837	.06920
21	.06884	.06965	.07046	.07128
20	.07116	.07196	.07277	.07358
19	.07373	.07453	.07533	.07614
18	.07660	.07740	.07819	.07899
17	.07983	.08061	.08140	.08220
16	.08346	.08424	.08503	.08582
15	.08760	.08838	.08916	.08994
14	.09234	.09311	.09389	.09467
13	.09783	.09860	.09937	.10014
12	.10425	.10501	.10578	.10655
11	.11185	.11262	.11338	.11415
10	.12100	.12176	.12252	.12329
9	.13220	.13297	.13373	.13449
8	.14624	.14700	.14776	.14853
7	.16431	.16507	.16584	.16661
6	.18844	.18921	.18999	.19076
5	.22227	.22305	.22384	.22463
4	.27306	.27387	.27468	.27549
3	.35779	.35864	.35949	.36035
2	.52735	.52830	.52925	.53020
1	1.03625	1.03750	1.03875	1.04000

TABLE I

(Continued)

Leasehold Term Remaining	4⅛%	4¼%	4⅜%	4½%
51	.04726	.04828	.04930	.05033
50	.04755	.04856	.04958	.05060
49	.04785	.04886	.04987	.05089
48	.04817	.04917	.05017	.05119
47	.04851	.04950	.05050	.05151
46	.04886	.04985	.05084	.05184
45	.04924	.05022	.05121	.05220
44	.04963	.05061	.05159	.05258
43	.05005	.05102	.05200	.05298
42	.05050	.05146	.05243	.05341
41	.05097	.05192	.05289	.05386
40	.05147	.05242	.05338	.05434
39	.05200	.05294	.05390	.05486
38	.05256	.05350	.05445	.05540
37	.05316	.05410	.05504	.05598
36	.05381	.05473	.05567	.05661
35	.05449	.05541	.05634	.05727
34	.05522	.05613	.05705	.05798
33	.05600	.05691	.05782	.05874
32	.05684	.05774	.05865	.05956
31	.05774	.05864	.05954	.06044
30	.05871	.05960	.06049	.06139
29	.05975	.06063	.06152	.06241
28	.06088	.06175	.06263	.06352
27	.06210	.06297	.06384	.06472
26	.06342	.06428	.06515	.06602
25	.06486	.06571	.06657	.06744
24	.06643	.06728	.06813	.06899
23	.06814	.06899	.06983	.07068
22	.07003	.07086	.07170	.07255
21	.07210	.07293	.07376	.07460
20	.07440	.07522	.07605	.07688
19	.07695	.07776	.07858	.07941
18	.07980	.08061	.08142	.08224
17	.08300	.08380	.08461	.08542
16	.08661	.08741	.08821	.08902
15	.09073	.09152	.09232	.09311
14	.09545	.09624	.09703	.09782
13	.10092	.10170	.10249	.10328
12	.10733	.10810	.10888	.10967
11	.11492	.11569	.11647	.11725
10	.12406	.12483	.12560	.12638
9	.13526	.13603	.13680	.13757
8	.14930	.15006	.15084	.15161
7	.16738	.16815	.16893	.16970
6	.19154	.19232	.19310	.19388
5	.22542	.22621	.22700	.22779
4	.27630	.27712	.27793	.27874
3	.36120	.36206	.36292	.36377
2	.53115	.53210	.53305	.53400
1	1.04125	1.04250	1.04375	1.04500

If the current interest rate established for a current year is outside of the 2½-4½% range, then the equal annual factor for such year ($\frac{1}{a_{\overline{N}|}}$) can be computed by the following formula:

$$\frac{1}{a_{\overline{N}|}} = \frac{i}{1 - v^N}; \text{ where}$$

N = Leasehold Term Remaining from January 1 of the current year;

i = Current interest rate established for that year; and

$v = \frac{1}{1 + i}$

The equal annual factors appearing in the foregoing table were computed by the application of this formula. These factors shall be subject to verification each year.

TABLE II

INSTRUCTIONS: Determine the current interest rate established for the current year. "Leasehold Term Remaining" is the unexpired term of the lease from January 1 of the current year. The appropriate replacement factor to be applied to the value of the plant in service as of the beginning of that year is shown under the rate of current interest established for that year on the line corresponding to the "Leasehold Term Remaining."

TABLE II

Factors for Capital Replacement Component of Imputed Debt Service

Leasehold Term Remaining	Replacement Rate	Replacement Factor Under "Current Interest" Rates of: 2½%	2⅝%	2¾%
51	.00691	.03050	.03042	.03033
50	.00857	.03133	.03126	.03119
49	.01037	.03213	.03208	.03203
48	.01231	.03291	.03287	.03283
47	.01435	.03365	.03363	.03360
46	.01649	.03434	.03434	.03433
45	.01870	.03499	.03500	.03501
44	.02095	.03559	.03561	.03563
43	.02322	.03613	.03616	.03620
42	.02547	.03661	.03665	.03670
41	.02768	.03702	.03707	.03713
40	.02981	.03737	.03743	.03749
39	.03185	.03764	.03771	.03778
38	.03375	.03785	.03792	.03799
37	.03549	.03798	.03806	.03814
36	.03705	.03805	.03813	.03821
35	.03841	.03805	.03814	.03822
34	.03955	.03799	.03808	.03816
33	.04046	.03788	.03796	.03805
32	.04114	.03772	.03780	.03788
31	.04158	.03751	.03759	.03767
30	.04179	.03726	.03734	.03742
29	.04179	.03699	.03706	.03714
28	.04159	.03670	.03677	.03684
27	.04121	.03640	.03646	.03653
26	.04067	.03609	.03615	.03621
25	.04001	.03578	.03584	.03590
24	.03925	.03549	.03554	.03560
23	.03843	.03522	.03527	.03532
22	.03758	.03497	.03502	.03506
21	.03673	.03475	.03479	.03484
20	.03590	.03456	.03461	.03465
19	.03513	.03441	.03445	.03450
18	.03443	.03430	.03434	.03438
17	.03383	.03423	.03427	.03431
16	.03332	.03420	.03424	.03427
15	.03293	.03420	.03424	.03428
14	.03265	.03424	.03428	.03431
13	.03249	.03431	.03435	.03438
12	.03243	.03441	.03444	.03448
11	.03248	.03453	.03457	.03461
10	.03260	.03467	.03471	.03475
9	.03281	.03483	.03487	.03491
8	.03306	.03500	.03504	.03508
7	.03336	.03517	.03521	.03525
6	.03369	.03535	.03539	.03543
5	.03403	.03552	.03556	.03561
4	.03437	.03569	.03573	.03578
3	.03469	.03585	.03590	.03594
2	.03499	.03601	.03605	.03609
1	.03526	.03615	.03619	.03623

TABLE II

(Continued)

Leasehold Term Remaining	2⅞%	3%	3⅛%	3¼%	3⅜%
51	.03024	.03015	.03006	.02997	.02987
50	.03112	.03104	.03097	.03090	.03082
49	.03197	.03192	.03186	.03180	.03174
48	.03280	.03276	.03272	.03267	.03263
47	.03358	.03356	.03353	.03351	.03348
46	.03432	.03432	.03431	.03430	.03429
45	.03502	.03502	.03503	.03503	.03504
44	.03565	.03567	.03569	.03571	.03573
43	.03623	.03626	.03629	.03632	.03635
42	.03674	.03678	.03682	.03687	.03691
41	.03718	.03723	.03728	.03734	.03739
40	.03755	.03761	.03767	.03773	.03779
39	.03784	.03791	.03798	.03805	.03811
38	.03807	.03814	.03821	.03829	.03836
37	.03821	.03829	.03837	.03845	.03852
36	.03829	.03837	.03845	.03853	.03861
35	.03830	.03838	.03846	.03855	.03863
34	.03824	.03833	.03841	.03849	.03857
33	.03813	.03821	.03829	.03837	.03846
32	.03796	.03804	.03812	.03820	.03828
31	.03775	.03782	.03790	.03798	.03806
30	.03749	.03757	.03764	.03772	.03780
29	.03721	.03728	.03736	.03743	.03750
28	.03691	.03698	.03705	.03712	.03718
27	.03659	.03666	.03672	.03679	.03685
26	.03627	.03633	.03639	.03646	.03652
25	.03596	.03601	.03607	.03613	.03619
24	.03565	.03571	.03576	.03582	.03587
23	.03537	.03542	.03547	.03552	.03557
22	.03511	.03516	.03521	.03525	.03530
21	.03488	.03493	.03497	.03502	.03506
20	.03469	.03473	.03478	.03482	.03486
19	.03454	.03458	.03462	.03466	.03470
18	.03442	.03446	.03450	.03454	.03458
17	.03435	.03438	.03442	.03446	.03450
16	.03431	.03435	.03439	.03442	.03446
15	.03431	.03435	.03439	.03442	.03446
14	.03435	.03439	.03443	.03446	.03450
13	.03442	.03446	.03450	.03453	.03457
12	.03452	.03456	.03460	.03463	.03467
11	.03464	.03468	.03472	.03476	.03480
10	.03479	.03483	.03487	.03491	.03494
9	.03495	.03499	.03503	.03507	.03511
8	.03512	.03516	.03520	.03524	.03528
7	.03529	.03533	.03538	.03542	.03546
6	.03547	.03551	.03556	.03560	.03564
5	.03565	.03569	.03573	.03578	.03582
4	.03582	.03586	.03591	.03595	.03599
3	.03598	.03603	.03607	.03611	.03616
2	.03614	.03618	.03622	.03627	.03631
1	.03628	.03632	.03637	.03641	.03645

TABLE II

(Continued)

Leasehold Term Remaining	3½%	3⅜%	3¾%	3⅞%
51	.02978	.02968	.02959	.02949
50	.03074	.03066	.03058	.03051
49	.03168	.03162	.03156	.03150
48	.03259	.03254	.03250	.03245
47	.03346	.03343	.03340	.03337
46	.03428	.03426	.03425	.03424
45	.03504	.03504	.03504	.03504
44	.03574	.03576	.03577	.03579
43	.03638	.03641	.03644	.03646
42	.03695	.03699	.03703	.03706
41	.03744	.03749	.03754	.03759
40	.03785	.03791	.03797	.03802
39	.03818	.03825	.03831	.03838
38	.03843	.03850	.03857	.03865
37	.03860	.03868	.03875	.03883
36	.03869	.03877	.03885	.03893
35	.03871	.03879	.03887	.03896
34	.03866	.03874	.03882	.03891
33	.03854	.03862	.03870	.03879
32	.03836	.03845	.03853	.03861
31	.03814	.03822	.03830	.03838
30	.03787	.03795	.03803	.03810
29	.03758	.03765	.03772	.03780
28	.03725	.03732	.03739	.03746
27	.03692	.03699	.03705	.03712
26	.03658	.03664	.03670	.03677
25	.03625	.03630	.03636	.03642
24	.03592	.03598	.03603	.03609
23	.03562	.03567	.03573	.03578
22	.03535	.03540	.03545	.03549
21	.03511	.03515	.03520	.03524
20	.03490	.03495	.03499	.03503
19	.03474	.03478	.03482	.03486
18	.03462	.03466	.03470	.03474
17	.03454	.03458	.03461	.03465
16	.03450	.03454	.03457	.03461
15	.03450	.03454	.03457	.03461
14	.03454	.03457	.03461	.03465
13	.03461	.03465	.03468	.03472
12	.03471	.03475	.03479	.03482
11	.03484	.03488	.03491	.03495
10	.03498	.03502	.03506	.03510
9	.03515	.03519	.03523	.03527
8	.03532	.03536	.03540	.03544
7	.03550	.03554	.03558	.03562
6	.03568	.03572	.03577	.03581
5	.03586	.03590	.03595	.03599
4	.03604	.03608	.03612	.03616
3	.03620	.03624	.03629	.03633
2	.03636	.03640	.03644	.03649
1	.03650	.03654	.03659	.03663

TABLE II

(Continued)

Leasehold Term Remaining	4%	4⅛%	4¼%	4⅜%	4½%
51	.02939	.02929	.02919	.02909	.02899
50	.03042	.03034	.03026	.03018	.03010
49	.03143	.03137	.03130	.03124	.03117
48	.03241	.03236	.03231	.03226	.03221
47	.03334	.03331	.03328	.03324	.03321
46	.03422	.03420	.03419	.03417	.03415
45	.03504	.03504	.03504	.03504	.03504
44	.03580	.03582	.03583	.03584	.03585
43	.03649	.03652	.03654	.03657	.03659
42	.03710	.03714	.03718	.03721	.03725
41	.03763	.03768	.03773	.03778	.03782
40	.03808	.03814	.03819	.03825	.03831
39	.03844	.03851	.03857	.03863	.03870
38	.03872	.03879	.03886	.03893	.03900
37	.03891	.03898	.03906	.03913	.03921
36	.03901	.03909	.03917	.03925	.03933
35	.03904	.03912	.03920	.03928	.03936
34	.03899	.03907	.03915	.03924	.03932
33	.03887	.03895	.03903	.03912	.03920
32	.03869	.03877	.03885	.03893	.03902
31	.03846	.03854	.03862	.03870	.03878
30	.03818	.03826	.03834	.03841	.03849
29	.03787	.03794	.03802	.03809	.03817
28	.03753	.03760	.03768	.03775	.03782
27	.03718	.03725	.03732	.03738	.03745
26	.03683	.03689	.03696	.03702	.03708
25	.03648	.03654	.03660	.03666	.03672
24	.03614	.03620	.03625	.03631	.03636
23	.03583	.03588	.03593	.03598	.03604
22	.03554	.03559	.03564	.03569	.03574
21	.03529	.03534	.03538	.03543	.03547
20	.03508	.03512	.03516	.03521	.03525
19	.03490	.03495	.03499	.03503	.03507
18	.03478	.03481	.03485	.03489	.03493
17	.03469	.03473	.03477	.03481	.03484
16	.03465	.03469	.03472	.03476	.03480
15	.03465	.03469	.03472	.03476	.03480
14	.03469	.03472	.03476	.03480	.03483
13	.03476	.03480	.03483	.03487	.03491
12	.03486	.03490	.03494	.03498	.03501
11	.03499	.03503	.03507	.03511	.03514
10	.03514	.03518	.03522	.03526	.03530
9	.03531	.03535	.03539	.03543	.03546
8	.03548	.03552	.03556	.03560	.03564
7	.03566	.03571	.03575	.03579	.03583
6	.03585	.03589	.03593	.03597	.03602
5	.03603	.03607	.03612	.03616	.03620
4	.03621	.03625	.03629	.03634	.03638
3	.03637	.03642	.03646	.03651	.03655
2	.03653	.03657	.03662	.03666	.03671
1	.03667	.03672	.03676	.03681	.03685

If the current interest rate established for a current year is outside of the 2½-4½% range, then the replacement factor for such year (Fy) can be computed by the following formula:

$$F_y = \left[\sum_{j=y}^{j=M} (R_j)(v)^{(j-y)} \right] \left[\frac{i}{1 - v^{(M-y+1)}} \right] \text{; where}$$

y = Current year of lease (For example, January 1, 1966 through December 31, 1966 = 1, etc.);

i = Current interest rate established for that year;

Rj = Replacement rate for that year (The replacement rate for a current year is the replacement rate shown alongside the "Leasehold Term Remaining" figure measured from January 1 of any such year. For example, the replacement rate for 1966 = .00691);

M = 51; and

$v = \frac{1}{1 + i}$

The replacement factors appearing in the foregoing table were computed by the application of this formula. These factors shall be subject to verification each year.

Exhibit A

Schedule A LINE NO.	RENT COMPUTATION	For the Year _____
1	Net Revenue (from Schedule B, Part I, Line 7)	
2	% of Line 1	
3	Accumulation Account, January 1	
4	Minimum Rent Paid	
5	Accumulation Account December 31—Algebraic Sum: Lines 3 plus 2 minus 4	
6	Additional Rent—Line 5 minus $2,000,000 (if negative write -0-)	
7	Accumulation Account January 1, Next Year—Line 5 minus Line 6	
	( ) Indicates Negative Figure	

Schedule B	COMPUTATION OF NET REVENUE		For the Year _____
LINE NO.	**Part I—NET REVENUE**		
1	Gross Revenue		
2	Operation and Maintenance Expenses		
3	General & Administrative Expense, 15% of Line 2		
4	Total Expenses—Line 2 plus Line 3		
5	Subtotal—Line 1 minus Line 4		
6	Imputed Debt Service (from Part II, Line 9)		
7	Net Revenue—Line 5 minus Line 6		
LINE NO.	**Part II—IMPUTED DEBT SERVICE**		
1	Number of Years to End of Lease		
2	Interest Rate—Based on Bond Buyers' 20-Bond Index		
3	Amortization Factor—See Table I		
4	Unamortized Debt, January 1 (from Schedule C, Part I, Line 9)		
5	Unamortized Debt Component—Line 4 times Line 3		
6	Replacement Factor—See Table II		
7	Plant in Service, January 1 (from Schedule C, Part II, Line 4)		
8	Replacement Component—Line 7 times Line 6		
9	Imputed Debt Service—Line 5 plus Line 8		

Schedule C	UNAMORTIZED DEBT AND PLANT IN SERVICE		January 1, _____
LINE NO.	**Part I—UNAMORTIZED DEBT**		
1	Unamortized Debt, January 1, Prior Year		
2	Imputed Debt Service for Prior Year		
3	Interest Rate Used in Prior Year		
4	Interest for Prior Year—Line 1 times Line 3		
5	Amortization for Prior Year—Line 2 minus Line 4		
6	Subtotal—Line 1 minus Line 5		
7	Transfers to Completed Construction in Prior Year		
8	Federal Aid to Completed Construction in Prior Year		
9	Unamortized Debt, January 1, Current Year—Line 6 plus Line 7 minus Line 8		
LINE NO.	**Part II—PLANT IN SERVICE**		
1	Plant in Service, January 1, Prior Year		
2	Transfers to Completed Construction in Prior Year		
3	Retirements in Prior Year		
4	Plant in Service, January 1, Current Year—Line 1 plus Line 2 minus Line 3		

TENTH - SUPPLEMENTAL AGREEMENT

A G R E E M E N T , made as of the 30th day of June 1970, Between THE CITY OF NEWARK, a municipal corporation, hereinafter called THE CITY, and THE PORT OF NEW YORK AUTHORITY, a body corporate and politic, created by Compact between the States of New Jersey and New York with the consent of Congress, hereinafter called the PORT AUTHORITY;

W I T N E S S E T H :

WHEREAS, under date of October 22, 1947, THE CITY and the PORT AUTHORITY entered into an Agreement With Respect To The Newark Marine And Air Terminals (hereinafter referred to as the ORIGINAL AGREEMENT), providing for the improvement, development, operation and maintenance of the Marine and Air Terminals by the PORT AUTHORITY; and

WHEREAS, the "Demised Premises" as delineated on the map attached to the ORIGINAL AGREEMENT marked Exhibit "A" and described in Section 2 thereof did not include the portions of Port Street referred to in Section 2(a) thereof; and

WHEREAS, Port Street is now and has been for many years last past an access route to Port Newark, as well as a roadway for local use by the residents of THE CITY; and

WHEREAS, it is now imperative that the surface roadway of said Port Street, the supporting subsurface thereof, and the storm drainage and other City utilities located therein and associated therewith be completely reconstructed as soon as may be practicable for the public use; and

WHEREAS, THE CITY has requested that the PORT AUTHORIT undertake the necessary reconstruction work as promptly as

possible, subject to reimbursement of the cost thereof to the PORT AUTHORITY in the future in accordance with the terms hereinafter set forth; and

WHEREAS, pursuant to the ORIGINAL AGREEMENT, THE CITY assumed the obligation of maintaining existing City-owned utilities within the demised premises, including the sewage pumping station at the northeast corner of Doremus Avenue and Port Street, which said pumping station is now inoperable; and

WHEREAS, at the request of THE CITY, the PORT AUTHORITY heretofore, on July 1, 1968, agreed to permit the use of said pumping station and the sewer line therefrom for the accommodation of a new installation not within the demised premises; and

WHEREAS, THE CITY has requested that the PORT AUTHORITY repair and rehabilitate the said pumping station, the equipment therein, and the sewer line therefrom across the Doremus Avenue Bridge, for the benefit of the demised premises and the other installations in the vicinity and to prevent to the greatest extent possible the pollution of the waters of Newark Bay, the cost of said work to be reimbursed to the PORT AUTHORITY in the future in accordance with the terms hereinafter set forth:

NOW, THEREFORE, THE CITY and the PORT AUTHORITY mutually undertake, promise, and agree, each for itself and its successors and assigns, as follows:

1. The PORT AUTHORITY shall, as promptly as possible after the execution hereof, let a contract or contracts for the reconstruction of the roadway of Port Street and the surface and subsurface City-owned utility installations therein and used in connection therewith, and for the reconstruction and rehabilitation of the pump station and the pumps therein located at the corner of Doremus Avenue and Port Street, and the sewer line

therefrom across the Doremus Avenue Bridge, it being understood that the said work shall be required to be done to standards at least as high as those required by the CITY for similar work done for the account of the City elsewhere in the City, all details of the work to be in the discretion and control of the PORT AUTHORITY, except to the extent hereinabove in this paragraph specified as to THE CITY standards to be followed as a minimum requirement.

2. The PORT AUTHORITY shall include in its contract or contracts for the work to be performed as set forth in paragraph 1 herein, suitable clauses providing for insurance coverage or for save harmless and indemnity by the contractor in favor of THE CITY; also a guarantee of the standard of work required.

3. THE CITY shall, in the manner hereinafter set forth, reimburse the PORT AUTHORITY for the cost of the work performed by it for THE CITY pursuant to paragraph 1 above. The total cost thereof to the PORT AUTHORITY, presently estimated at $650,000, with interest thereon as hereinafter specified, shall, upon completion of the work, be charged to the Accumulation Account established by paragraph 3B(3) of the NINTH Supplement to the ORIGINAL AGREEMENT; shall be treated, for accounting purposes under the ORIGINAL AGREEMENT as amended, as an advance against future additional rent payments and shall be recovered by the PORT AUTHORITY as the advance future additional rent payment referred to in paragraph 3B(1) of the NINTH Supplement to the ORIGINAL AGREEMENT is to be recovered by the PORT AUTHORITY pursuant to the provisions of paragraph 3B(3) of the said NINTH Supplement. Interest on the amount charged to the Accumulation Account hereunder shall accrue at the rate of one-half of one percent per month compounded annually for a period of five years.

4. It is understood and agreed by and between the parties hereto, that the reconstruction of the roadway of Port Street and the surface and subsurface and City-owned utility installations therein and used in connection therewith shall be that portion of Port Street extending or running from Doremus Avenue westerly to its intersection with Highway #25 and Interstate Highway #78.

IN WITNESS WHEREOF, the parties hereto have executed this TENTH Supplemental Agreement the day and year first above written.

THE CITY OF NEWARK

Attest:

City Clerk

By

Mayor

THE PORT OF NEW YORK AUTHORITY

Attest:

Secretary

By

Deputy Executive Director

CITY CLERK'S OFFICE NEWARK

'74 NOV 21 PM 3 35

TKi 10-23-73

ELEVENTH SUPPLEMENTAL AGREEMENT

AGREEMENT made as of the 5th day of FEBRUARY, 1975 by and between the CITY OF NEWARK, a municipal corporation, (hereinafter called the "City") and THE PORT AUTHORITY OF NEW YORK and NEW JERSEY, (formerly known as The Port of New York Authority and hereinafter called the "Port Authority")

WHEREAS, under date of October 22, 1947, the City and the Port Authority entered into an agreement for the improvement, development, operation and maintenance of the Newark Marine and Air Terminals and for the lease of the said Marine and Air Terminals by the City to the Port Authority, which agreement was authorized by resolutions duly adopted by the Boards of Commissioners of the City and the Port Authority, and which agreement is herein called the "Original Agreement"; and

CITY CLERK'S OFFICE NEWARK '74 NOV -4 PM 2 18

WHEREAS, the City and the Port Authority have, from time to time since the execution thereof, amended and supplemented said Original Agreement and now desire to further amend it; and

WHEREAS, since the time of the execution of the Original Agreement there has been included in the premises demised to the Port Authority thereby certain lands, hereinafter more fully described, on the west side of Routes 1 and 9, northerly of and bounded on the south by Westinghouse Street which said lands are in part presently occupied by Norris Industries, Inc. (hereinafter called "Norris") under and by virtue of a sublease between them and the Port Authority dated May 4, 1948 and designated by the Port Authority as Lease No. MN-28; and

RECEIVED & RECORDED REGISTER'S OFFICE ESSEX COUNTY, N.J. '75 MAR 7 AM 10 55

WHEREAS, the said Norris has requested that certain lands located north of their existing leasehold be made available

to them for their use in connection with their existing leasehold; and

WHEREAS, the City desires to be in a position to make the said additional lands available to Norris and to this end has requested that the Port Authority release to the City all of its right, title and interest in the existing Norris leasehold and in the adjacent lands sought by Norris; and

WHEREAS, inasmuch as the use by Norris of all of the lands involved will not, under the terms and conditions hereof, adversely affect the efficient operation of the air terminal, the Port Authority is willing to release the lands and interests referred to to the City and to consent to the deletion thereof from the premises demised to it under and by virtue of the Original Agreement,

NOW, THEREFORE, the City and the Port Authority mutually agree, each for itself and its successors and assigns, as follows:

1. Effective upon the execution and delivery by exchange of this Agreement, the Original Agreement is, subject to the undertakings herein set forth, modified so that the demised premises described in Section 2 of the said Original Agreement and shown on the map attached to the said Original Agreement as Exhibit "A" are hereby reduced in area by the deletion therefrom of the two tracts designated on Exhibit "1" attached hereto as Tract A and Tract B, the former being more fully described in Exhibit "2" and the latter in Exhibit "3".

2. The release hereby to the City of Tract A, by deleting it from the map as aforesaid, is made by the Port Authority and accepted by the City on the express understanding and agreement that, unless and until amended or otherwise altered by mutual agreement of the City and Norris, and notwithstanding the provisions of Section 25 of the sub-lease referred to above between the Port Authority and Norris, all the terms, provisions, covenants and conditions of the said sub-lease now in effect shall continue in full force and effect, save and except only that the City shall be substituted for the Port Authority as lessor for all purposes.

3. In order to insure primarily the continued safe and efficient operation of the air terminal, it is understood and agreed that the City will not, without the prior written consent of the Port Authority, authorize the construction of any additional structures on either Tract A or Tract B and that, if the City hereafter conveys either or both of said tracts to any other person or persons, the deed or grant shall expressly require that the grantee and all subsequent grantees shall obtain such authorization prior to further construction thereon.

4. The change in area of the demised premises made by this Eleventh Supplemental Agreement is not intended to nor shall it be construed to modify the terms of the Original Agreement, as heretofore amended, with respect to rental payments or other obligations of the Port Authority or with respect to the obligations of the City, it being intended hereby only to release the said Tracts A and B to the City and, except as

herein provided, to eliminate any further Port Authority rights in or to the said tracts and to eliminate all Port Authority obligations in connection with them.

5. Nothing herein contained shall be deemed or construed to be an undertaking or covenant for the benefit of any third party, except to the extent that Section 2 above safeguards the rights of Norris in the premises held by it under the sub-lease.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ATTEST:

Frank D'Ascensio

City Clerk
Frank D'Ascensio 11/21/74

CITY OF NEWARK

By

Mayor
Kenneth A. Gibson

ATTEST:

Secretary
Doris E. Landre

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

[redacted] Executive Director
A. Gerdes Kuhbach

NORRIS INDUSTRIES LEASEHOLD PREMISES (MN-28)

BEGINNING at the corner formed by the intersection of the northeasterly line of Westinghouse Street with the northwesterly right of way line of Route U.S. 1 and 9, said point of beginning being the southeasterly corner of lands demised to The Port of New York Authority (now known as The Port Authority of New York and New Jersey) by the City of Newark by an Agreement entitled "Agreement With Respect To The Newark Marine And Air Terminals" bearing date October 27, 1947 as said lease and agreement have been modified and supplemented;

THENCE (1) Northwesterly along said northeasterly line of Westinghouse Street and along the southwesterly line of lands demised as aforesaid, a distance of 934 feet more or less to the southwesterly corner of the aforesaid demised lands;

THENCE (2) Northeasterly along the division line between said demised lands and lands now or formerly of Louis Usdin Co., Inc. to a point distant 400 feet northeasterly from the previous course, measured at right angles thereto;

THENCE (3) Southeasterly, parallel to course (1) hereabove described a distance of 895 feet more or less to its intersection with the southwesterly boundary line of Parcel 2R2B as indicated on a map entitled: "New Jersey State Highway Department, GENERAL PROPERTY PARCEL MAP, ROUTE U.S. 22 (1953) SECTION 15, From Route U.S. 1, U S. 9 and Route 21 Interchange To Union County Line, Showing Existing Right Of Way And Parcels To Be Acquired In The City Of Newark, County of Essex, Scale: As Indicated, February 1966";

THENCE (4) Southwesterly along said southwesterly boundary line of said Parcel 2R2B and along a curve to the right, having a radius of 240.00 feet, a distance of 78 feet more or less to a point of compound curvature;

THENCE (5) Southwesterly continuing along said southwesterly line of Parcel 2R2B and along a curve to the right having a radius of 490.00 feet, a distance of 55.86 feet to its intersection with said northwesterly right of way line of Route U.S. 1 and 9;

THENCE (6) Southwesterly along said northwesterly right of way line of Route U.S. 1 and 9, a distance of 272 feet more or less, to its intersection with said northeasterly line of Westinghouse Street and the point and place of BEGINNING.

EXPANSION AREA NORTH OF NORRIS
INDUSTRIES LEASEHOLD PROPERTY

BEGINNING at the southwesterly corner of Parcel 2R2B as indicated on a map entitled: "New Jersey State Highway Department GENERAL PROPERTY PARCEL MAP, ROUTE U.S. 22 (1953) SECTION 15, From Route U S. 1, U.S. 9 And Route 21 Interchange To Union County Line, Showing Existing Right Of Way And Parcels To Be Acquired In The City Of Newark, County Of Essex, Scale: As Indicated, February 1966";

THENCE (1) Southeasterly along the southwesterly boundary line of the aforesaid Parcel 2R2B and along a curve to the right having a radius of 1990.00 feet, a distance of 135 feet more or less to a point of compound curvature;

THENCE (2) Southeasterly, continuing along the aforesaid boundary line and along a curve to the right having a radius of 3990.00 feet, a distance of 99.75 feet to a point of compound curvature;

THENCE (3) Southeasterly, continuing along the aforesaid boundary line and along a curve to the right having a radius of 9990.00 feet, a distance of 172.24 feet to a point of compound curvature;

THENCE (4) Southeasterly, continuing along the aforesaid boundary line and along a curve to the right having a radius of 490.00 feet, a distance of 107.80 feet to a point of compound curvature;

THENCE (5) Southeasterly, continuing along the aforesaid boundary line and along a curve to the right having a radius of 240.00 feet, a distance of 86.40 feet to a point of compound curvature;

THENCE (6) Southeasterly, Southerly and Southwesterly continuing along the aforesaid boundary line and along a curve to the right having a radius of 115.00 feet, a distance of 79.92 feet to a point of tangency;

THENCE (7) Southwesterly continuing along the aforesaid boundary line and along the tangent to the previous course a distance of 71.68 feet to a point of curvature;

THENCE (8) Southwesterly, Southerly and Southeasterl continuing along the aforesaid boundary line and along a curve to the left having a radius of 194.00 feet, a distance of 213.3 feet to a point of tangency;

EXHIBIT 3

THENCE (9) Southeasterly continuing along the aforesaid boundary line and along the tangent to the previous course, a distance of 70.37 feet to a point of curvature.

THENCE (10) Southeasterly, Southerly and Southwesterly continuing along the aforesaid boundary line and along a curve to the right having a radius of 115.00 feet, a distance of 78.57 feet to a point of compound curvature;

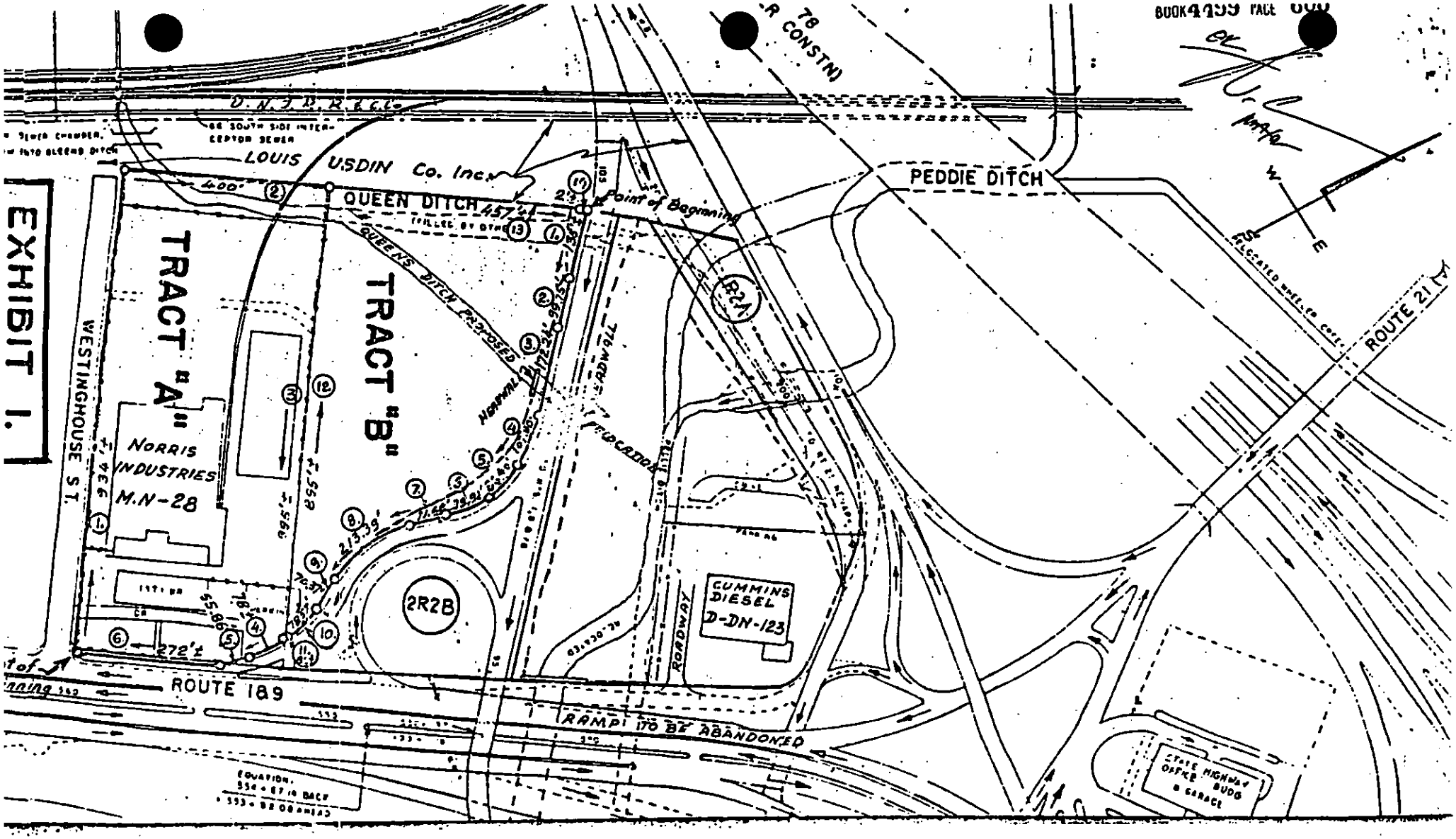
THENCE (11) Southwesterly continuing along the aforesaid boundary line and along a curve to the right having a radius of 240.00 feet, a distance of 8 feet more or less to its intersection with a line drawn parallel to the northeasterly line of Westinghouse Street, distant 400 feet northeasterly therefrom measured at right angles thereto;

THENCE (12) Northwesterly along said parallel line, a distance of 895 feet more or less to its intersection with the division line between lands now or formerly of Louis Usdin Co., Inc. and lands demised to The Port of New York Authority (now known as The Port Authority of New York and New Jersey) by the City of Newark by an Agreement entitled "Agreement With Respect To The Newark Marine And Air Terminals" bearing date October 27, 1947 as said lease and agreement have been modified and supplemented;

THENCE (13) Northeasterly along said division line, a distance of 457 feet more or less to a point of curvature therein;

THENCE (14) Northeasterly continuing along said division line and along a curve to the right, having a radius of 2022.41 feet, a distance of 2.00 feet more or less to the aforesaid southwesterly corner of Parcel 2R2B and the point and place of BEGINNING.

EXHIBIT I.


LOUIS USDIN Co. Inc.
QUEEN DITCH
PEDDIE DITCH
Point of Beginning
QUEENS DITCH PROPOSED
TRACT "A"
TRACT "B"
NORRIS INDUSTRIES
M.N-28
WESTINGHOUSE
2R2B
2R2A
CUMMINS DIESEL
D-DN-123
ROADWAY
ROUTE 189
RAMPS TO BE ABANDONED
ROUTE 21
STATE HIGHWAY OFFICE BLDG & GARAGE
N
E

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

BE IT REMEMBERED, that on the 21st day of November, One Thousand Nine Hundred and Seventy-~~three~~ four, before me, an Attorney-at-Law of New Jersey, personally appeared KENNETH A.GIBSON Mayor of The City of Newark, a municipal corporation, to me personally known to be the individual described in and who executed the preceding instrument, and who duly acknowledged to me the execution of the same, and being by me duly sworn, for himself, does depose and say that he is the said Mayor of The City of Newark aforesaid, that the seal affixed to the preceding instrument is the seal of said The City of Newark and that the said seal and his signature as such Mayor is duly affixed and subscribed to said instrument by authority and direction of the Municipal Council of said The City of Newark.

Kenneth A. Gibson
Mayor of The City of Newar

Sworn and subscribed to
before me this 21st day
of November, 1974

Frank D'Ascensio
An Attorney-at-Law of
New Jersey
Frank D'Ascensio

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

BE IT REMEMBERED, that on the 5th day of FEBRUARY, One Thousand Nine Hundred and Seventy-five, before me, an Attorney-at-Law of New Jersey, personally appeared A. GERDES KUHBACH, Executive Director of The Port Authority of New York and New Jersey, a body corporate and politic, to me personally known to be the individual described in and who executed the preceding instrument, and who duly acknowledged to me the execution of same, and being by me duly sworn, for himself, does depose and say that he is the said Executive Director of The Port Authority of New York and New Jersey aforesaid, that the seal affixed to the preceding instrument is the seal of said The Port Authority of New York and New Jersey and that the said seal and his signature as such Executive Director is duly affixed and subscribed to said instrument by authority and direction of the Board of Commissioners of said The Port Authority of New York and New Jersey.

A. Gerdes Kuhbach
Executive Director

Sworn and subscribed to
before me this 5th day
of February, 1975.

An Attorney-at-Law of
New Jersey
Hugh H. Welsh

Prepared by: Francis A. Mulhern, Esq.

TWELFTH SUPPLEMENTAL AGREEMENT

AGREEMENT made as of the 1st day of April 1974, by and between THE CITY OF NEWARK, a municipal corporation, hereinafter called the "City" and THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, a body corporate and politic created by Compact between the States of New Jersey and New York hereinafter called the "Port Authority";

W I T N E S S E T H:

WHEREAS, under date of October 22, 1947 the City and the Port Authority entered into an Agreement with respect to the Newark Marine and Air Terminals providing for the improvement, development, operation and maintenance of the Marine and Air Terminals by the Port Authority, hereinafter called the "Original Agreement" which said Original Agreement has from time to time been amended and supplemented by the parties and, more specifically, was amended, supplemented and modified by a NINTH SUPPLEMENTAL AGREEMENT, made as of December 14, 1966 and by a TENTH SUPPLEMENTAL AGREEMENT made as of June 30, 1970; and

WHEREAS, after extensive discussions between them, the City and the Port Authority are agreed that certain provisions of the said NINTH SUPPLEMENTAL AGREEMENT relating, interalia, to rental payable by the Port Authority to the City and of the said TENTH SUPPLEMENTAL AGREEMENT relating to the reconstruction of Port Street, should be further amended, modified and supplemented to adjust the rental payable to the City, and that the City, in consideration of the adjustment in the

rental, will give the consent, required by Section 15 of the Original Agreement, to the acquisition by the Port Authority for marine and air terminal purposes of certain real property within the "City limits" but outside the Terminal Area and cooperate with the Port Authority in the acquisition from the State of New Jersey of certain lands within the Terminal Area;

NOW, THEREFORE, the City and the Port Authority hereby mutually undertake, promise and agree, each for itself and its successors and assigns, as follows:

1. Section 3,A, of the aforesaid NINTH SUPPLEMENTAL AGREEMENT is amended by striking therefrom "$579,000" and substituting therefor "$1,000,000".

2. Section 3, B(3) of the aforesaid NINTH SUPPLEMENTAL AGREEMENT is amended by deleting the period after the word "above" in the fifth line thereof and inserting after the word "above" the following words:

> "provided, however, that the sum of $2,105,000, to be paid to the City by virtue of the rent adjustment for the years 1971 through 1975 provided for in paragraph 3 of this TWELFTH SUPPLEMENTAL AGREEMENT, shall not be charged to said accumulation account".

3. Paragraph 3 of the TENTH SUPPLEMENTAL AGREEMENT is amended by striking out that section in its entirety and substituting in lieu thereof the following:

"The cost of the work performed by the Port Authority pursuant to paragraph 1 above shall be recovered by the Port Authority in the same manner as are the costs of other capital improvements to the Marine and Air Terminals".

4. The City hereby consents to the acquisition by the Port Authority for marine and air terminal purposes of all or such part, as it, in its discretion, may deem desirable, of the lands now owned by the New Jersey Turnpike Authority alongside and beneath the bridge structure of said Turnpike Authority extending from the easterly side of the right of way of the Central Railroad of New Jersey to the shore of Newark Bay and of ninety-five (95) acres more or less of the lands of the Penn Central Railroad located north of the said lands of the Turnpike Authority and between the Central Railroad right of way and Doremus Avenue, it being understood and agreed that so long as the Port Authority is the lessee of the said lands of the Penn Central, the Port Authority will make provision in the lease between it and the Penn Central for the payment to the City of the real estate taxes assessed by the City on the lands and improvements placed thereon during the term of the lease. The City consents to the leasing on the following further conditions:

a. The Port Authority shall, as promptly as possible, enter into a lease with the Trustees of the Penn Central Transportation Company

covering the 95.6 acre parcel referred to and shall use its best efforts to cause improvements, having a value of $19 million, to be made to the premises covered by said lease within eight years after the effective date thereof.

b. The lease or sublease between Penn-Central and the Port Authority, hereinabove consented to, shall provide that the Port Authority will, throughout the term of the lease and all renewals thereof, pay to an escrow agent for transmittal, on the dates when due, to the City, as additional rent, a sum equal to the taxes levied on and after the effective date of the lease or sublease against the property and the improvements by the City.

c. The Port Authority shall finance the construction of all utilities within the leased parcels.

d. The Port Authority and City of Newark shall cooperate in financing improvements to utilities outside of the leased parcels caused by development therein, but the Port Authority agrees to assume all costs related to utility improvements

caused by storm water drainage from the leased parcels.

e. No part of the revenues or expenses of the marine terminal operations conducted by the Port Authority on the premises leased by it pursuant to the consents here granted shall be considered as revenues or expenses for the Newark Marine and Air Terminals to be accounted for under or in accordance with the terms of the aforesaid Agreement between the City and Port Authority dated October 22, 1947 as amended.

5. The City will, as promptly as possible after the execution hereof, cause to be executed an application by the City to the State of New Jersey for the purchase of eight acres more or less of lands now owned by the State located under the waters of Newark Bay in the northeast corner of Port Newark, it being understood and agreed that, in accordance with the provisions of the Original Agreement, the purchase price will be paid by the Port Authority, title shall be vested in the City of Newark and the lands shall be a part of the premises demised to the Port Authority by the City under the Original Agreement.

6. The City hereby consents to the exchange, between it and the New Jersey Turnpike Authority, of properties on the north side of

Port Street in the vicinity of the said Turnpike Authority's Toll Plaza which said exchange was proposed and is being effectuated to vest in the said Turnpike Authority title to the land on which it has constructed a maintenance garage and to vest in the City title to the land of comparable size which the Turnpike Authority has improved with required parking facilities, and to complete said exchange the City will, as promptly as possible after the execution hereof, convey to the Turnpike Authority by bargain and sale deed the land in question which is now part of the demised premises and, upon receipt thereof, record the deed from the said Turnpike Authority to the land to be conveyed by it to the City which said land shall be a part of the demised premises.

7. Except as hereinabove modified, supplemented and amended, the Original Agreement and all agreements supplemental thereto heretofore executed by the parties shall remain full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this TWELFTH SUPPLEMENTAL AGREEMENT the day and year first above written.

ATTEST:

2/8/74 Frank D'Vaccuzio
City Clerk

THE CITY OF NEWARK

Mayor

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Acting Executive Director

APPROVED AS TO FORM

Corporation Counsel

APPROVED AS TO FORM

Patrick Parlavy
General Counsel

THIRTEENTH SUPPLEMENTAL AGREEMENT

AGREEMENT made as of the 16th day of May ,1975, by and between the CITY OF NEWARK, a municipal corporation, (hereinafter called the "City") and THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (formerly known as The Port of New York Authority and hereinafter called the "Port Authority")

WHEREAS, under date of October 22, 1947, the City and the Port Authority entered into an agreement for the improvement, development, operation and maintenance of the Newark Marine and Air Terminals and for the lease of the said Marine and Air Terminals by the City to the Port Authority, which agreement was authorized by resolutions duly adopted by the Boards of Commissioners of the City and the Port Authority, and which agreement is herein called the "Original Agreement"; and

WHEREAS, the City and the Port Authority have, from time to time since the execution thereof, amended and supplemented said Original Agreement and now desire to further amend it; and

WHEREAS, since the time of the execution of the Original Agreement there has been included in the premises demised to the Port Authority thereby certain lands, hereinafter more fully described to the North of U.S.Routes 1 and 9 and New Jersey Route 29, northerly of Newark Airport; and

WHEREAS, the City desires to be in a position to make the said lands available for development by persons other than the Port Authority and to this end has requested that the Port Authority release to the City all of its right, title and interest in the said lands; and

RECEIVED & RECORDED
REGISTER'S OFFICE
ESSEX COUNTY, N.J.
JUL 28 2 43 PM '76
REGISTER

WHEREAS, inasmuch as the use by others of all of the lands involved will not, under the terms and conditions hereof, adversely affect the efficient operation of the air terminal, the Port Authority is willing to release the lands and interests referred to to the City and to consent to the deletion thereof from the premises demised to it under and by virtue of the Original Agreement,

NOW, THEREFORE, the City and the Port Authority mutually agree, each for itself and its successors and assigns, as follows:

1. Effective upon the execution and delivery by exchange of this Agreement, the Original Agreement is, subject to the undertakings herein set forth, modified so that the demised premises described in Section 2 of the said Original Agreement and shown on the map attached to the said Original Agreement as Exhibit "A" are hereby reduced in area by the deletion therefrom of the two tracts designated on Exhibit "1" attached hereto as Parcel A and Parcel B, the former being more fully described in Exhibit "2" and the latter in Exhibit "3".

2. In order to insure primarily the continued safe and efficient operation of the air terminal, it is understood and agreed that the City will not, without the prior written consent of the Port Authority, authorize the construction of any structures on either Parcel A or Parcel B and that, if the City hereafter conveys either or both of said parcels or any part thereof to any other person or persons, the deed or grant shall expressly require that the grantee and all subsequent grantees shall obtain such authorization prior to any construction thereon.

3. The change in area of the demised premises made by this Thirteenth Supplemental Agreement is not intended to nor shall it be construed to modify the terms of the Original Agreement, as heretofore amended, with respect to rental payments or other obligations of the Port Authority or with respect to the obligations of the City, it being intended hereby only to release the said Parcels A and B to the City and, except as herein provided, to eliminate any further Port Authority rights in or to the said tracts and to eliminate all Port Authority obligations in connection with them.

4. Nothing herein contained shall be deemed or construed to be an undertaking or covenant for the benefit of any third party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF NEWARK

ATTEST:

City Clerk

by

Mayor

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

ATTEST:

Secretary

By

Executive Director

Approved as to Form and Legality

MILTON A. BUCK
CORPORATION COUNSEL

PARCEL A

BEGINNING at a corner formed by the intersection of the easterly line of N.J.State Highway Route No. 21 with the northerly boundary line of a parcel of land now or formerly leased to The Port of New York Authority (now known as The Port Authority of New York and New Jersey) by The City of Newark under a certain lease entitled "Agreement with Respect to The Newark Marine and Air Terminals dated October 22, 1947" and shown on EXHIBIT "A" attached thereto and recorded in the Essex County Register's Office in Book E110 of Deeds of said County on page 242 etc., therein, and running thence along the perimeter of said parcel of land leased as aforesaid the following distances and courses: (1) Easterly along a curve to the right having a radius of 2022.41, a distance of 777.71 feet, thence (2) South 87°-31'-42" East, a distance of 3762.75 feet; thence (3) Easterly along a curve to the right having a radius of 2292.01 feet, a distance of 875.76 feet to its intersection with the northerly line of U.S.Route 1 and 9 (N.J.S.H. Route 25); thence (4) Westerly along said northerly line of U.S. Route 1 and 9 and along a curve to the right having a radius of 1041.21 feet, a distance of 476 feet more or less; thence (5) Westerly continuing along said northerly line of U.S.Route 1 and 9 and along a curve to the right having a radius of 5437.05 feet, a distance of 1444.73 feet, thence (6) North 87°-31'-72" West continuing along said northerly line of U.S.Route 1 and 9, a distance of 109.93 feet to intersection with the easterly boundary line of PARCEL NO. 4 of lands of the State

of New Jersey as same is shown on the aforementioned EXHIBIT "A"; thence (7) Northerly along said easterly boundary line and along a curve to the right having a radius of 92 feet, a distance of 108.39 feet; thence (8) Northerly continuing along said easterly boundary line and along a curve to the right having a radius of 100 feet, a distance of 157.08 feet; thence (9) North 2°-28'-18" East continuing along said easterly boundary line, a distance of 50 feet to a point in the northerly boundary line of said PARCEL NO. 4; thence (10) North 87°-31'42" West along said northerly boundary line, a distance of 357 feet to a point in the westerly boundary line of said PARCEL NO. 4; thence (11) South 2°-28'-18" West along said westerly boundary line, a distance of 50 feet; thence (12) Southerly continuing along said westerly boundary line and along a curve to the right having a radius of 50 feet, a distance of 78.50 feet; thence (13) South 2°-28'-18" West continuing along said westerly boundary line of Parcel No. 4 a distance of 135 feet to its intersection with said northerly line of U.S. Route 1 and 9; thence (14) North 87°-31'-42" West along said northerly line of U.S.Route 1 and 9, a distance of 2098.78 feet to lands of the State of New Jersey; thence (15) North 41°-59'-01" West along said lands of the State of New Jersey, a distance of 599.79 feet to a corner therein; thence (16) South 48°-01'-59" West continuing along said lands of the State of New Jersey, a distance of 400.00 feet to said easterly line of N.J.State Highway Route No. 21; thence (17) North 48°-51'-01" West continuing along said State Highway Route No. 21 a distance

of 8.74 feet; thence (18) Northerly continuing along said State Highway Route No. 21 and along the curve to the right having a radius of 490 feet; a distance of 179.95 feet; thence (19) North 20°-55'-31.5" West continuing along said State Highway Route 21, a distance of 53.74 feet to the point and place of beginning.

EXHIBIT 2

PARCEL B

BEGINNING at the corner formed by the intersection of the westerly line of N.J.State Highway Route No. 21 with the northerly boundary line of a parcel of land now or formerly leased to The Port of New York Authority (now known as The Port Authority of New York and New Jersey) by The City of Newark under a certain lease entitled Agreement with Respect To The Newark Marine and Air Terminals dated October 22, 1947 and shown on EXHIBIT "A" attached thereto and recorded in the Essex County Register's Office in Book E110 of Deeds of said County on page 242 etc., therein and running thence along the perimeter of said parcel of land leased as aforesaid the following distances and courses; (1) South 20°-55'-31 East along said westerly line of State Highway Route No. 21, a distance of 54.30 feet; thence (2) Southwesterly continuing along said westerly line of State Highway Route No. 21 and along the northerly line of N.J.State Highway Route No. 29 (U.S.Route 22) as said highways merge and along a curve to the right having a radius of 305.23 feet, a distance of 444.21 feet; thence (3) Southwesterly continuing along said northerly line of State Highway Route No. 29 and along a curve to the right having a radius of 710.00 feet, a distance of 304.53 feet; thence (4) South 87°-04'-12" West continuing along said northerly line of State Highway Route No. 29, a distance of 349.78 feet to its intersection with said northerly boundary line of the parcel of land leased as aforesaid; thence (5) Northeasterly along said northerly boundary line and along a curve to the right having a radius of 2022.41 feet, a distance of 935.93 feet more or less to the point and place of beginning.

EXHIBIT 3

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

BE IT REMEMBERED, that on the 16th day of May, One Thousand Nine Hundred and Seventy-five, before me, an Attorney-at-Law of New Jersey, personally appeared KENNETH A GIBSON, Mayor of The City of Newark, a municipal corporation, to me personally known to be the individual described in and who executed the preceding instrument, and who duly acknowledged to me the execution of the same, and being by me duly sworn, for himself, does depose and say that he is the said Mayor of The City of Newark aforesaid, that the seal affixed to the preceding instrument is the seal of said The City of Newark and that the said seal and his signature as such Mayor is duly affixed and subscribed to said instrument by authority and direction of the Municipal Council of said The City of Newark.

Kenneth A. Gibson
Mayor of The City of Newark

Sworn and subscribed to
before me this 16th day
of May 1975.

An Attorney-at-Law of
New Jersey

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

BE IT REMEMBERED, that on the 23rd day of July, One Thousand Nine Hundred and Seventy-~~five~~ six, before me, an Attorney-at=Law of New Jersey, personally appeared A. GERDES KUHBACH, Executive Director of The Port Authority of New York and New Jersey, a body corporate and politic, to me personally known to be the individual described in and who executed the preceding instrument, and who duly acknowledged to me the execution of same, and being by me duly sworn, for himself, does depose and say that he is the said Executive Director of The Port Authority of New York and New Jersey aforesaid, that the seal affixed to the preceding instrument is the seal of said The Port Authority of New York and New Jersey and that the said seal and his signature as such Executive Director is duly affixed and subscribed to said instrument by authority and direction of the Board of Commissioners of said The Port Authority of New York and New Jersey.

A. Gerdes Kuhbach
A.Gerdes Kuhbach
Executive Director

Sworn and subscribed to
before me this 23rd day
of July ,1976.

Francis A. Mulhern
An Attorney-at-Law of
New Jersey

Prepared by: Francis A. Mulhern, Esq.

FOURTEENTH SUPPLEMENTAL AGREEMENT

AGREEMENT made as of the 14th day of June, 1984, by and between the CITY OF NEWARK, a municipal corporation, (hereinafter called the "City") and THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the "Port Authority")

WHEREAS, under date of October 22, 1947, the City and the Port Authority entered into an agreement for the improvement, development, operation and maintenance of the Newark Marine and Air Terminals and for the lease of the said Marine and Air Terminals by the City to the Port Authority, which agreement was authorized by resolutions duly adopted by the Boards of Commissioners of the City and the Port Authority, and which agreement is herein called the "Original Agreement"; and

WHEREAS, the City and the Port Authority have, from time to time since the execution thereof, amended and supplemented said Original Agreement and now desire to further amend it; and

WHEREAS, the City is desirous of obtaining a certain tract of land within the Marine and Air Terminal premises for access to adjacent City property being developed by the New Jersey Economic Development Authority ("NJEDA"), said access tract being as more specifically hereinafter described; and

WHEREAS, the Port Authority has heretofore entered into a temporary permit effective as of November 1, 1981 with NJEDA for use of said access tract; and

WHEREAS, the surrender of such tract to the City and its use under the terms and conditions hereof will not adversely affect operation of the Marine Terminal; and

WHEREAS, the Port Authority is willing to release the land and interests referred to herein to the City and to consent to the deletion thereof from the premises demised to the Port Authority under and by virtue of the original Agreement;

AUG 31 12 23 PM '84
RECORDED
RECEIVED
REGISTER'S OFFICE
ESSEX CO. N.J.

Prepared by:

Arthur Bach

Arthur Bach, Esq.

NOW, THEREFORE, the City and the Port Authority mutually covenant and agree each for itself and its successors and assigns as follows:

1. Effective upon the execution and delivery by exchange of this Agreement, the Original Agreement is, subject to the undertakings hereinafter set forth, modified so that the demised premises described in Section 2 of the said Original Agreement and shown on the map attached to the said Original Agreement as Exhibit A are hereby reduced in area by the deletion therefrom of the tract shown in diagonal hatching on the sketch attached hereto, hereby made a part hereof as "Exhibit C", said tract being hereinafter sometimes called "Parcel C" and being also more fully described on Schedule C hereof.

2. In order to insure the continued safe and efficient operation of the Marine Terminal, it is understood and agreed that the City's use of Parcel C shall be subject to the following:

(a) The City shall use said Parcel solely for the construction thereon of a roadway for passage of vehicles and persons between Port Street and the northerly line of Port Newark as shown on the aforesaid Exhibit C. Prior to the performance of the roadway construction the City shall submit to the Port Authority for its written approval an Alteration Application in the form provided by the Port Authority and including plans and specifications describing the roadway intended to be constructed by it (in the area shown in stipple on "Exhibit C") as well as the time and manner of construction. Work shall not be commenced by the City until said Alteration Application has received the Port Authority's approval. The City shall also install (and said Application shall also reflect) a fence along the east and west boundaries of the roadway as shown on Exhibit C which fence shall be seven feet high and of such material and design as the Port Authority shall approve in advance. Upon completion of the roadway and fencing, the City shall certify to the Port Authority its completion of the work in conformance with plans and specifications previously approved by the Port Authority and after inspection thereof by the Port Authority, the City's use of the roadway may commence. Prior to installing any signs on Parcel C, the Port Authority's concurrence shall be obtained. The City's construction and installation hereunder shall be at its sole cost and expense.

(b) The Port Authority reserves the right for itself and its contractors, agents and representatives to install from time to time aerial and/other improvements including utility, fuel or other lines or ducts beneath or above Parcel C and to perform maintenance, repair and replacement thereof.

(c) In the event the Port Authority shall make any alterations in the configuration or location of "Port Street" east of Doremus Avenue, it shall nevertheless provide to the City access from Parcel C to Doremus Avenue at all times.

(d) The City recognizes that the Port Authority will continue the use of a certain railbed and trackage area not to be surrendered to the City hereunder along the southerly perimeter of Parcel C (said area being as shown in crosshatching on Exhibit C) for itself and its designees and that any crossing of such trackage by the City or its representatives must be subordinate to such use and be so controlled as not to interfere with or obstruct the use of such area or trackage by the Port Authority designees. At no time whatsoever shall the City permit parking or storage on said trackbed area nor permit the same to be blocked or obstructed; if the Port Authority determines that for reasons of safety or other operational considerations the rail crossing should be personally manned or a barrier should be installed along the southerly perimeter of Parcel C, such crossing guard shall be provided or such barrier shall be installed at the City's cost and expense.

Nothing herein is intended to affect the Port Authority's rights to perform on, over and under said trackbed area, any installation, improvement, restoration, maintenance or repair work deemed necessary by it in connection with the use or operation of said tracks or other areas within Port Newark.

3. The City shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from all claims and demands of third persons including those for personal injury, property damage and for death arising out of any use or operations conducted by the City or its contractors, agents, representatives and third parties on Parcel C, the trackbed area or the vicinity thereof.

4. Use of the Parcel by or on behalf of the City for other than access as described in Paragraph 2(a) above shall not be permitted nor shall any construction, improvement or alteration work be done on said Parcel or the trackbed area without the prior consent of the Port Authority. The City shall be responsible for the maintenance, repair and replacement of the roadway and improvements performed by the City or NJEDA on Parcel C.

5. The change in area of the demised premises made by this Fourteenth Supplemental Agreement is not intended to nor shall it be construed to modify the terms of the Original Agreement, as heretofore amended, with respect to rental payments or other obligations of the Port Authority or with respect to the* said Parcel C to the City and, except as herein provided, to eliminate any further Port Authority rights in or to the said tracts and to eliminate all Port Authority obligations in connection therewith.

* obligations of the City, it being intended hereby only to release

6. Nothing herein contained shall be deemed or construed to be an undertaking or convenant for the benefit or any third party. Neither the Commissioners or officers of the City or of the Port Authority, nor any agent or employee thereof shall be be charged personally by either party hereto with any liability or held personally liable under any of the terms or provisions of this Agreement or because of this execution or because of any breach or attempted or alleged breach thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ATTEST:

FRANK D'ASCENSIO 1/26/84
CITY CLERK

CITY OF NEWARK

BY
ALVIN L. ZACH. P.E., DIRECTOR
DEPARTMENT OF ENGINEERING

BY
JOHN J. TEARE
CORPORATION COUNSEL

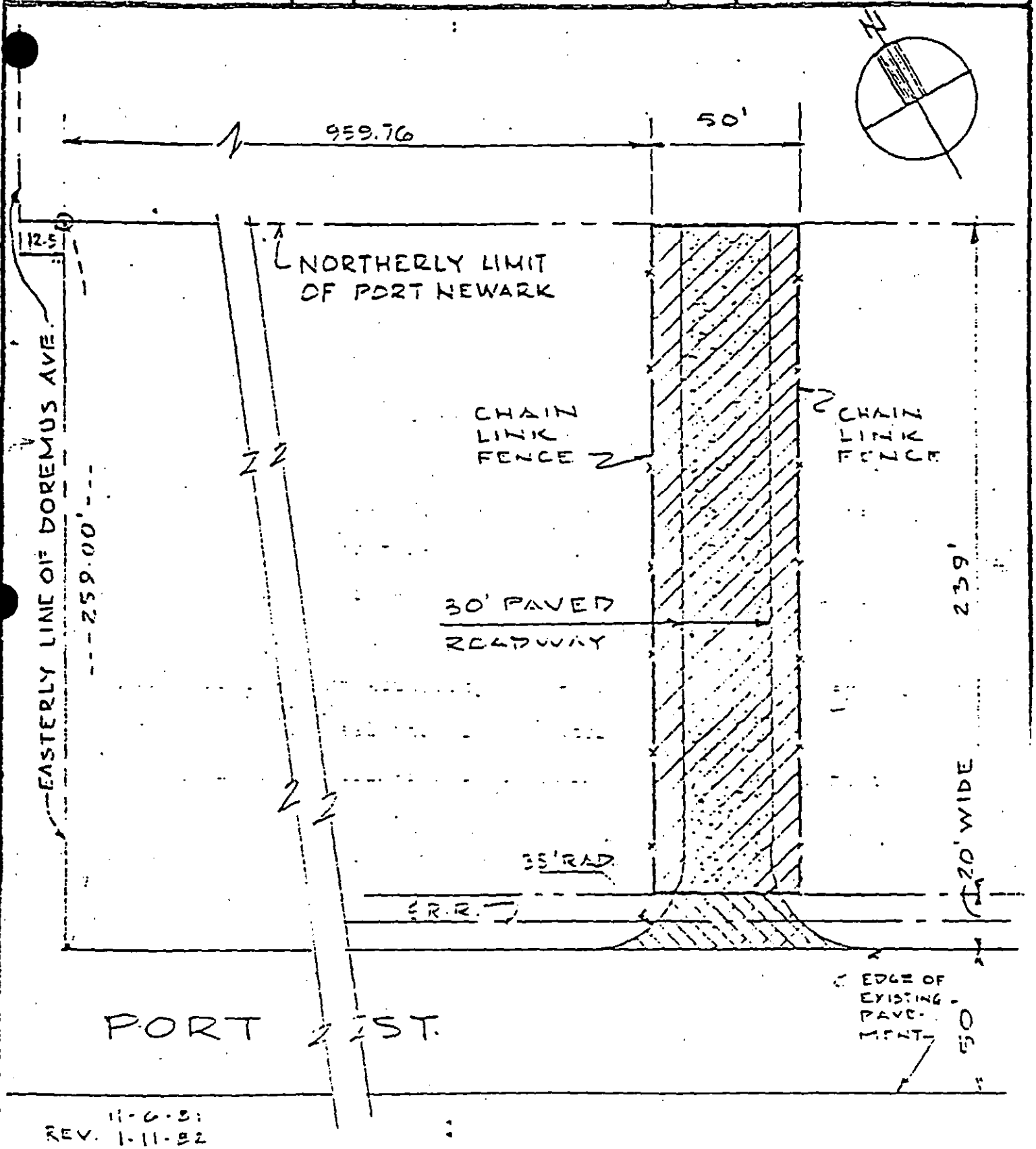
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

BY

TITLE ANTHONY J. TOZZOLI
DIRECTOR, PORT DEPARTMENT

ATTEST:

Secretary



11-6-51
REV. 1-11-52
REV. 7-20-62

INITIALLED:
FOR THE CITY OF NEWARK

EXHIBIT
C

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PORT NEWARK
CITY OF NEWARK, N.J.

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

BE IT REMEMBERED, that on the 14TH day of JUNE, 1984, before me, an Attorney-at-Law of New Jersey, personally appeared ANTHONY J. TOZZOLI of The Port Authority of New York and New Jersey, a body corporate and politic, to me personally known to be the individual described in and who executed the preceding instrument, and who duly acknowledged to me the execution of same, and being by me duly sworn, for himself, does depose and say that he is the said Director, Port Department, of The Port Authority of New York and New Jersey aforesaid, that the seal affixed to the preceding instrument is the seal of said The Port Authority of New York and New Jersey and that the said seal and his signature as such is duly affixed and subscribed to said instrument by authority and direction of the Board of Commissioners of said The Port Authority of New York and New Jersey.

Anthony J. Tozzoli

Anthony J. Tozzoli
Director, Port Department

Sworn and subscribed to
before me this 14TH day
of JUNE, 1984

James E. McKeon

An Attorney-at-Law of
New Jersey

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

BE IT REMEMBERED, that on the 24th day of JANUARY 1984, before me, an Attorney-at-Law of New Jersey, personally appeared ALVIN L. ZACH, P.E., Director of Engineering, City of Newark, a municipal corporation, to me personally known to be the individual described in and who excuted the preceding instrument, and who duly acknowledged to me the execution of the same, and being by me duly sworn, for himself, does depose and say that he is the said Director of Engineering, City of Newark aforesaid, that the seal affixed to the preceding instrument is the seal of said The City of Newark and that the said seal and his signature as such Director of Engineering is duly affixed and subscribed to said instrument by authority and direction of the Municipal Council of said The City of Newark.

Alvin L. Zach, P.E.
Director of Engineering

Sworn and subscribed to
before me this 24th day
of JANUARY 1984.

An Attorney-at-Law
New Jersey

DESCRIPTION OF A STRIP OF LAND TO BE SURRENDERED TO THE CITY OF NEWARK BETWEEN THE NORTHERLY LIMIT OF PORT NEWARK AND PORT STREET

Beginning at a point in the division line between the lands of the New Jersey Turnpike Authority and lands demised to The Port Authority of New York and New Jersey distant southeasterly 959.76 feet from a point formed by the intersection of the said division line and the easterly line of Doremus Ave. (100 ft. wide) as presently laid out and running thence;

1. southwesterly, along a line which makes an angle of 90 degrees 0 minutes and 0 seconds with said division line a distance of 239.00 feet;

2. southeasterly, along a line which makes an interior angle of 90 degrees 0 minutes and 0 seconds with the preceding course a distance of 50.00 feet;

3. northeasterly, along a line which makes an interior angle 90 degrees 0 minutes and 0 seconds with the preceding course a distance of 239.00 feet to a point in said division line;

4. northwesterly, along said division line which line makes an interior angle of 90 degrees 0 minutes and 0 seconds with the preceding course a distan of 50.00 feet to the point and place of Beginning.

AVIATION DEPT.
CNL 1084B
FILE COPY

FIFTEENTH SUPPLEMENTAL AGREEMENT made as of the 1st day of January, 1984 between THE CITY OF NEWARK, a municipal corporation, hereinafter called "the City", and THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of Congress, hereinafter called "the Port Authority".

WITNESSETH:

WHEREAS, under date of October 22, 1947 the City and the Port Authority entered into an Agreement With Respect to The Newark Marine and Air Terminals (hereinafter referred to as the "Original Agreement"), providing for the improvement development, operation and maintenance of the Marine and Air Terminals by the Port Authority for a term expiring not later than March 22, 1998; and

WHEREAS, under dates of March 11, 1948, July 27, 1949, August 30, 1949, September 21, 1949, May 27, 1953, September 8, 1955, October 5, 1956, April 21, 1958, December 14, 1966, June 30, 1970, February 5, 1975, April 1, 1974, May 16, 1975, and June 14, 1984 the City and the Port Authority have duly amended, supplemented and modified said Original Agreement; and

WHEREAS, the City and the Port Authority are agreed that increases in the annual rental payable to the City, commencing with the calendar year 1983 will be in the public interest, and that the financing by the Port Authority of the costs of continued improvement, development, operation and maintenance of said Marine and Air Terminals will be facilitated by extension of the term of said Original Agreement;

NOW, THEREFORE, the City and the Port Authority hereby mutually undertake, promise and agree, each for itself and its successors and assigns, that said Original Agreement, as previously amended, extended, supplemented and modified shall be and it hereby is further amended, supplemented, extended and modified as follows:

1. DEFINITIONS

(a) Section 1 of the Original Agreement as previously amended in the Ninth Supplemental Agreement is hereby further amended as follows:

(i) The definitions of "Current year", "Annual net revenue" and "Gross revenue" as set forth in Section 1 of the Ninth Supplemental Agreement are amended by striking the same in their entirety and by substituting therefor the following:

A. "Current year." The calendar year for which the rent is being computed.

B. "Annual net revenue." The difference between:

(a) the gross revenue of the current year; and

(b) the sum of the following: (1) operation and maintenance expense of the current year; (2) general and administrative expense of the current year, as defined in Paragraph E below; (3) imputed debt service of the current year; and (4) imputed debt service factor of the current year for years commencing with the current year 1986.

C. (1) "Gross revenue." Through December 31, 1984 all income and revenue of any nature whatsoever, derived by the Port Authority, in any manner whatsoever, or from any source whatsoever, from or in connection with the operation of the marine and air terminals, (including, without limiting the generality of the foregoing, net earnings derived from the investment of marine and air terminal operating funds) except the proceeds of bonds and notes and interest earned on capital funds.

(2) "Gross revenue." Commencing with the current year 1985, all income and revenue of any nature whatsoever including debt service upon underlying mortgage bonds as said term is used in the Consolidated Bond Resolution adopted by the Port Authority on October 9, 1952 (Special Project Bonds), derived by the Port Authority, in any manner whatsoever, or from any source whatsoever, from or in connection with the operation of the marine and air terminals, (including without limiting the generality of the foregoing, net earnings derived from the investment of marine and air terminal operating funds) except the proceeds of bonds and notes and interest earned on capital funds.

(ii) The definition of "Operation and maintenance expense" as set forth in Section 1 of the Ninth Supplemental Agreement is hereby amended in part by striking solely the first full sentence thereof and by substituting for the said first full sentence the following:

D. "Operation and maintenance expense." The expense of the Port Authority which is directly attributable to the operation and maintenance of the marine and air terminals during the current year including

debt service upon underlying mortgage bonds as aforesaid (excluding general and administrative expense, and the rent payable to the City by the Port Authority for the demised premises).

(iii) The subsequent paragraphs of said Section 1 of the Ninth Supplemental Agreement beginning with the paragraph entitled "General and administrative expense" and continuing through the end of said Section 1 are hereby amended by striking the same in their entirety and by substituting therefor the following:

E. "General and administrative expense." A sum equal to fifteen percent (15%) of the operation and maintenance expense, but commencing with the current year 1984, a sum equal to fourteen and one-half percent (14-1/2%) of the operation and maintenance expense excluding debt service upon underlying mortgage bonds as aforesaid.

F. "Imputed debt service." The sum of imputed debt service A and imputed debt service B.

G. "Imputed debt service A." The sum of:

(a) the unamortized debt component (computed by multiplying the unamortized debt as of January 1, 1983, as said unamortized debt is thereafter reduced as hereinafter provided, by the amortization factor for the current year) and

(b) The capital replacement component (computed by multiplying the value of the plant in service as of January 1, 1983, as said plant in service is thereafter reduced as hereinafter provided, by the replacement factor for the current year).

The unamortized debt as of January 1, 1983 is $314,509,881.36. The value of the plant in service as of January 1, 1983 is $637,614,749.00.

The unamortized debt for the purpose of computing imputed debt service A shall be the unamortized debt as of January 1 of the calendar year immediately preceding the current year less the amount constituting the difference between (aa) imputed debt service A for such preceding calendar year and (bb) the interest for such preceding calendar year (computed by multiplying the unamortized debt as of January 1 of the preceding calendar year by the current interest rate for such preceding calendar year). The value of the

plant in service for the purpose of computing imputed debt service A shall be reduced each year commencing with calendar year 1984 by the capital expenditures related to the properties retired during the preceding calendar year. The computation of the unamortized debt component for imputed debt service A will cease and expire in the current year in which the unamortized debt reaches zero or in the calendar year 2031, whichever is earlier. The computation of the capital replacement component for imputed debt service A will cease and expire in the current year in which the value of the plant in service reaches zero or in the calendar year 2031, whichever is earlier. There will be no increase in the unamortized debt or in the plant in service with respect to imputed debt service A from the amounts fixed as of January 1, 1983. As to all retired properties hereunder, said term shall mean properties which were transferred to completed construction during any year prior to January 1 of the calendar year 1983.

H. "Imputed debt service B." Imputed debt service B shall commence with the current year 1984 and shall be the sum of all Imputed Debt Service B Annual Amounts. The Imputed Debt Service B Annual Amount (the IDSB Annual Amount) for each year will be the sum of:

(a) its unamortized debt component (computed by multiplying the unamortized debt applicable to the IDSB Annual Amount as of January 1 of the current year by the amortization factor for such year) and .

(b) its capital replacement component (computed by multiplying the value of the plant in service applicable to the IDSB Annual Amount on January 1 of the current year by the replacement factor for the current year).

Notwithstanding the method of computing imputed debt service B, as hereinabove defined, the capital replacement component shall be omitted in computing imputed debt service B for the last current year (calendar year 2031) of the Lease, and the actual amount of capital transferred to completed construction during the calendar year 2031, less Federal aid received during the calendar year 2031, shall be used in lieu thereof. Moreover there will be no computation with respect to any IDSB Annual Amount of imputed debt service B of the

unamortized debt component for any current year in which the unamortized debt applicable to said IDSB Annual Amount as of January 1 of said current year is zero.

With respect to Imputed Debt Service B, for the purpose of computing the 1984 IDSB Annual Amount, as of January 1, 1984 unamortized debt shall be the difference between the amount of capital transferred to completed construction in the preceding calendar year and the amount of federal aid transferred to completed construction in such preceding calendar year, and for each current year thereafter the unamortized debt for the 1984 IDSB Annual Amount shall be the difference between

(1) its unamortized debt as of January 1 of the calendar year immediately preceding the current year and

(2) the amount constituting the difference between (aa) its IDSB Annual Amount for such preceding year and (bb) the interest for such preceding calendar year (computed by multiplying its unamortized debt as of January 1 of the preceding calendar year by its interest rate, which will be the current interest rate for the current year 1984 as determined in accordance with the provisions of K(2) hereof.

With respect to imputed debt service B, for the purpose of computing the 1984 IDSB Annual Amount, as of January 1, 1984 the value of the plant in service shall be the amount of the capital amount transferred to completed construction in the preceding calendar year (hereinafter referred to as the "1984 transferred amount") and for each current year thereafter the value of the plant in service for the 1984 IDSB Annual Amount shall be the 1984 transferred amount less the amount of retired properties. With respect to the 1984 IDSB Annual Amount, subject to audit and verification the unamortized debt as of January 1, 1984 is $15,103,729.59 and the value of plant in service as of January 1, 1984 is $19,923,303.00. "Retired properties" shall mean the amount of the capital expenditures related to the properties retired during such preceding year, with said amount to be applied chronologically to the earliest IDSB Annual Amount and without regard to the nature or date of the transferred amount. As to all retired properties hereunder, said term shall mean properties which were transferred to completed construction during any year subsequent to January 1 of the calendar year 1983.

22

Computations similar to the one as set forth for the 1984 IDSB Annual Amount will be made in like manner with respect to all subsequent IDSB Annual Amounts, the sum of all such IDSB Annual Amounts constituting imputed debt service B for each current year.

As used in this lease, the term "plant in service" shall not include automotive equipment or equipment ancillary thereto.

I. "Amortization factor." The appropriate annual factor to be applied to the unamortized debt as of the beginning of the current year listed in Table I under the rate of current interest established for that year. With respect to imputed debt service A and in determining the "Leasehold Term Remaining" the unexpired term of the lease shall be determined on the basis of an expiration date of 2031. With respect to imputed debt service B, in determining the "Leasehold Term Remaining" the unexpired term of the lease shall be determined on the basis of an expiration date of 2031.

J. "Replacement Factor." As to imputed debt service A, the appropriate annual factor to be applied to the value of the plant in service as of the beginning of the current year listed in Table II under the rate of current interest established for that year. As to imputed debt service B, the appropriate annual factor to be applied to the value of the plant in service as of the beginning of the current year listed in Table II under the rate of current interest established for that year. With respect to imputed debt service A, in determining the "Leasehold Term Remaining" the unexpired term of the lease shall be determined on the basis of an expiration date of 2031. With respect to imputed debt service B, in determining the "Leasehold Term Remaining" the unexpired term of the lease shall be determined on the basis of the expiration date of 2031.

K. (1) "Current interest rate." With respect to imputed debt service A, ten and one-half percent (10-1/2%) or the product (rounded off to the nearest eighth of one percent) arrived at by multiplying the average of the weekly indices as reported in the "Bond Buyer" under their "20 G.O. Bond Index" during the calendar year preceding the current year by the appropriate factor indicated below, whichever is lower:

Rating of Port Authority Bonds (Moody's)	Rating of Port Authority Bonds (Standard & Poor's)	Factor
Aa	AA	1.09
A	A	1.14
Baa or lower	BBB or lower	1.21

(2) "Current interest rate." With respect to imputed debt service B, the product (rounded off to the nearest eighth of one percent) arrived at by multiplying the average of the weekly indices as reported in the "Bond Buyer" under their "20 G.O. Bond Index" during the two calendar years immediately preceding the current year by the factor of 1.09.

(3) The average of the weekly indices will be rounded off to the nearest .01. If the average before rounding happens to fall at the exact midpoint between two successive 1/100's, it shall be rounded down on the first such occurrence, then up and down alternately on successive occurrences. Similarly, should the product of the average index and the appropriate factor result in a number at the exact midpoint between two successive eighths of one percent, it shall be rounded down on the first such occurrence, then up and down alternately on successive occurrences.

L. "Rating of Port Authority bonds" shall be the lower rating of the municipal bond ratings supplied by "Moody's Investors Service, Inc." or "Standard & Poor's Corp." of those Port Authority bond issues (other than Port Authority bonds guaranteed by any other government body) for which the Port Authority received and accepted bids during the calendar year preceding the current year. If the bond issues sold during that year do not all have the same rating, then the factor to be used shall be the average (rounded to the nearest .01) of the factors corresponding to the rating of said bond issues at the time of acceptance of bids, weighted in accordance with the principal amounts of said bond issues. In the event that there are no bond issues in the calendar year preceding the current year, then the rating of bond issues of the last previous calendar year prior thereto in which the Port Authority received and accepted bids on any bond issue shall be deemed the rating of the bond issues during the calendar year preceding the current year. The foregoing applies only to imputed debt service A.

In the event that the "Bond Buyer" or their "20 G.O. Bond Index" or "Moody's Investors Service, Inc." or "Standard & Poor's Corp." or the rating of Port Authority bonds by said Moody's Investors Service, Inc. or Standard and Poor's Corp. shall be discontinued during the term of this agreement, a comparable substitute for such discontinued element shall be mutually agreed upon in writing by the City and the Port Authority within thirty (30) days after such discontinuance. In the event that the parties shall fail to agree upon such a substitute within the time hereinabove specified, the question shall be submitted to three experts in this field recommended by the American Arbitration Association and selected as follows: each of the parties to this agreement, within thirty (30) days after the expiration of the period hereinabove specified for reaching agreement upon a substitute for such discontinued element, shall designate one such expert recommended by the American Arbitration Association and the two experts thus chosen shall, within fifteen (15) days after both have been designated, designate a third expert having the recommendation of such Association. The determination of a majority of said three experts shall be final and binding upon the parties hereto and the parties hereto agree to be bound by such determination provided that such determination shall be made in writing within forty-five (45) days next after the submission to them of the question, or on or before any later date to which the said experts, by any writing signed by a majority of them shall enlarge the time for making such determination.

M. "Imputed debt service factor." A sum equal to thirty (30) percent (30%) of imputed debt service.

(b) Section 1 of the Original Agreement is hereby further amended by striking out of the definition of "Bonds issued for Newark Marine and Air terminal purposes" the following sentence:

"The proceeds of such bonds shall be used solely for such purposes."

2. TERM.

(a) The first paragraph of Section 3 of the Original Agreement, as the same has been previously amended, is hereby further amended to read as follows:

"The term for which the demised premises are leased shall commence on the 15th day of November, 1947 (or on such subsequent date as may be the effective date of the lease under and pursuant to Section 4 hereof), and shall expire on the 31st day of December, 2031, provided, that insofar as after acquired real property or rights or interests therein are concerned, the term shall in each case commence with the acquisition thereof by the City, but in no event shall it exceed December 31, 2031.""

(b) The second paragraph of Section 3 of the Original Agreement, as the same has been previously amended, is hereby further amended by striking it out in its entirety and inserting in place thereof, the following:

"Notwithstanding any other provision of this Fifteenth Supplemental Agreement or of the Ninth Supplemental Agreement or of the Original Agreement, as amended, supplemented or modified, the Port Authority shall not pledge any revenues of the marine and air terminals, or any part thereof, derivable at any time after the end of the lease term or sooner termination thereof (other than revenues accruing prior to the end of the lease term or sooner termination thereof), as security for the repayment of principal or interest, or of any part thereof, on any bonds of the Port Authority issued for marine and air terminal purposes or any other purposes, nor shall any such bonds of the Port Authority or any provision thereof affect in any manner whatsoever or grant any right whatsoever to or in the marine and air terminals or their operation, maintenance or revenues for or during any period after the end of the lease term or sooner termination thereof."

3. RENT

(a) Effective as of January 1, 1983, Paragraph A of Section 5 of the Original Agreement, set forth as Section 3.A of the Ninth Supplemental Agreement, as the same has been previously amended, is hereby further amended to read as follows:

"A. Guaranteed Annual Rent

The guaranteed annual rent for the current year 1983 shall be $6,000,000."

(b) Effective as of January 1, 1984, Section 5 of the Original Agreement, as the same has been previously amended, is hereby further amended by striking that Section out in its entirety and by substituting therefor the following:

"5. A. RENTS

The annual rent which the Port Authority shall pay to the City for each current year from January 1, 1984 until the end of the term herein provided shall be as follows:

(1) Guaranteed Annual Rent

The guaranteed annual rent for each such year shall be the amount of:

$7,500,000 for the year 1984;
$9,000,000 for the year 1985;
$10,500,000 for the year 1986;
$12,000,000 for the year 1987;
$13,500,000 for the year 1988;
$15,000,000 for the year 1989;
$16,500,000 for the year 1990;
$18,000,000 for the year 1991;
$18,000,000 for the years 1992 through 2031.

The guaranteed annual rent for each current year durin the term hereunder shall be paid to the City whether or not any additional payment for such year is due and payable under paragraph (2)(b) of this Section.

(2) (a) Additional Payment for the current years 1984 through 1985

The Port Authority shall pay to the City, as additional rent for each year the amount, if any, by which the guaranteed annual rent for such year is exceeded by the percentage of annual net revenue for such year indicated on the schedule below.

(b) Additional Payment for each current year commencing with the current year 1986

The Port Authority shall pay to the City, as additional rent for each year the amount, if any, by which the guaranteed annual rent for such year is exceeded by the sum of the annual net revenue for said year plus the imputed debt service factor for said year multiplied by the applicable percentage for such year indicated on the schedule below, provided, however, that in no event shall the additional payment under this Paragraph (2)(b) and the guaranteed annual rent under Paragraph (1) hereof exceed the annual net revenue for said year.

The foregoing provision for the additional payment is restated in equation form as follows:

$$[(A + B) \times C] - D = E$$

A = The annual net revenue for the current year.

B = The imputed debt service factor for the current year.

C = The applicable percentage for such current year indicated on the schedule below.

D = The guaranteed annual rental for said year.

E = The additional payment for each current year. This amount plus the guaranteed annual rent for such year (D) shall not in any event exceed the annual net revenue for said year (A).

(c) Schedule

1984 through 1985	60%
1986 through 2031	75%

Through December 31, 1984 the guaranteed annual rent for each such current year as specified in Paragraph (1) above shall be due and payable to the City on or before January 31 of such current year. The additional payment, if any, which may be due for each such current year pursuant to the provisions of this Paragraph (2), shall be due and payable to the City on or before March 31 of the calendar year following such current year.

It is hereby expressly acknowledged that the Port Authority has prior to the execution of this Fifteenth Supplemental Agreement paid to the City the amount of $1 million toward the guaranteed annual rent for the current year 1983, and the amount of $1 million toward the guaranteed annual rent for the current year 1984 and the City hereby acknowledges that it has received said payments.

It is hereby agreed that upon the full execution of this Fifteenth Supplemental Agreement the Port Authority shall pay the amount of $5 million, which constitutes the balance of guaranteed annual rent for the current year 1983, and the amount of $6.5 million, which constitutes the balance of the guaranteed annual rent for the current year 1984.

Commencing with the current year 1985 the guaranteed annual rent for each current year as specified in Paragraph (1) above shall be due and payable to the City in monthly installments on the 15th day of January and on the 15th day of each succeeding calendar month during such current year. The amount of each monthly installment shall consist of 1/12th of the guaranteed annual rent to be due and payable for the current year. The additional payment, if any, which may be due for each current year as specified in Paragraph (2) above shall be determined by the Port Authority on or before March 31 of the calendar year following such current year, and said additional payment, if any, shall be due and payable to the City on or before said March 31.

(3) Elimination of Accumulation Account

(a) It is hereby expressly understood and agreed that, effective from and after January 1, 1984, prior subparagraph (3) of Section 5B of the Original Agreement, as set forth in the Ninth Supplemental Agreement thereto, is hereby deleted therefrom and shall be null, void and of no further force or effect, that the special account established pursuant to the said prior subparagraph (3) shall be and is hereby terminated and shall be no longer maintained by the Port Authority, and further, that all balances in the accumulation account as of December 31, 1983, both as to the City and the Port Authority, and any and all obligations arising therefrom, shall, as to all current years commencing with the 1984 current year and thereafter be and are hereby extinguished and discharged.

B. STATEMENTS

On or before March 31 of each calendar year the Port Authority shall furnish to the City a statement of the annual net revenue of the marine and air terminals for the current year preceding such calendar year.

Such statement shall be a complete report of the following:

(a) An itemized statement of gross revenue by sources for such current year, together with a schedule of any items excludable under the terms of the lease.

(b) An itemized statement of operation and maintenance expenses for such current year listed by activity accounts.

(c) An itemized statement of the imputed debt service for such current year which shall include:

1. A schedule of individual properties and costs thereof comprising plant placed in service and plant retired during the year immediately preceding such current year; and

2. A detailed computation of the unamortized debt component and the capital replacement component for such current year.

The Port Authority shall also provide such additional information as the City may reasonably request including listings of lease agreements producing gross revenues and agreements that resulted in major expenditures at the marine and air terminals.

No breach of any covenant, term or condition in this agreement shall excuse the Port Authority from the prompt payment of the rent herein reserved provided, however, in the event the Port Authority, under any law that may hereafter be enacted or applied, shall be or become subject to and liable for payment to the City of any taxes, assessments or governmental levies or imposts (except charges for water and sewer pursuant to Section 20 of the Original Agreement) upon or against the demised premises or upon any part or

parts thereof, then the receipt by the City of the amount of such taxes, assessments, levies or imposts as are revenues for school and municipal purposes (except those imposed on sublessees or tenants for which the Port Authority, by agreement with such sublessees or tenants, assumes the obligation to pay) shall, as between the City and the Port Authority, be deemed receipt pro tanto of the rent herein reserved, and the amount so received by the City shall be treated as a cumulative credit against rent otherwise payable hereunder."

4. (a) Notwithstanding the generality of the provisions of Section 9 of the Original Agreement, as previously amended, and notwithstanding the accounting practices heretofore employed by the Port Authority in setting forth for each current year amounts representing revenues derived from flight fees at the Air Terminal from airlines who are parties to "Airline Leases", as hereinafter defined, as part of "Gross Revenue" under Section 1 of the Original Agreement, as amended, it is hereby specifically understood and agreed that from and after the current year 1984 the amounts to be included as revenues in "Gross Revenue" in respect of flight fees at the Air Terminal under the Airline Leases shall be the amounts charged to the airlines who are parties to the Airline Leases under the "Formula Flight Fee", as hereinafter defined, in lieu of any other amounts which represent payment of current or accumulated flight fees including interest thereon.

(b) "Airline Leases" as used herein shall mean those leases or other agreements between the Port Authority and Aircraft Operators made prior to January 1, 1984, as and to the extent the same are in full force and effect, which provide, inter alia, for the payment of flight fees at the Air Terminal on the basis of a cost recovery formula, the "Formula Flight Fee", set forth therein, and which also provide for the airline's election of the payment of fixed flight fees and pro rata shares of annual amounts in lieu of the Formula Flight Fee.

(c) Any airline leases or other agreements between the Port Authority and aircraft operators made after January 1, 1984, which provide inter alia for the payment of flight fees at the Air Terminal shall for the purposes of this Lease calculate all flight fee revenues received on the accrual basis. With respect to flight fee revenues it is expressly agreed by and between the Port Authority and the City that no other accounting procedure or method can be used without the Port Authority first obtaining the written consent of the City which shall not be unreasonably withheld.

5. The last sentence of Section 25 of the Original Agreement shall be amended to read as follows:

"Title to any buildings, structures or improvements constructed, installed or made by the Port Authority or any of its subtenants on the demised premises shall immediately vest in the City, except where leases, permits, licenses or other agreements between the Port Authority and any of its subtenants, lessees, permittees, or other third persons provide that title shall remain otherwise. In no event will any rights, title or interests given in the demised premises, pursuant to any lease, permit, license or other agreements between the Port Authority and any of its subtenants, lessees, permittees or other persons extend beyond the lease term of the Port Authority's lease with the City."

6. There shall be added to the Original Agreement, at the end thereof, a new Section 47 entitled "Rent Reopener" to read as follows:

"Section 47. Rent Reopener

Pursuant to the provisions of Paragraph A of Section 5 of the Lease the Guaranteed Annual Rent set forth therein shall reach a maximum of $18 million for the current year 1991 and shall remain at that amount for the remaining portion of the term. The City and the Port Authority recognize, however, that a reopening and reexamination of the rental provisions as set forth in said Section 5 during the term of the lease may be appropriate and, accordingly, hereby agree to use the following procedure to accomplish such reopening and reexamination of the said rental provision:

(a) (1) For purposes of this Section 47:

(i) 'Base Period' shall mean each of the periods of five current years during the term of the Lease as shown on the Table set forth in subparagraph (2) below.

(ii) 'Base Period Amount' shall mean the corresponding amount set forth for each Base Period as shown in the Table set forth in subparagraph (2) below.

(iii) 'Highest Average Amount' shall mean the average amount obtained by adding the three largest totals of the annual rent payments paid to the City under Section 5 hereof for any three current years in a Base Period, and by dividing the sum thereof by 3.

(2) Table

Base Period	Base Period Amount
1992-1996 inclusive	$18,900,000
1997-2001 inclusive	$19,845,000
2002-2006 inclusive	$20,837,000
2007-2011 inclusive	$21,879,000
2012-2016 inclusive	$22,973,000
2017-2021 inclusive	$24,122,000
2022-2026 inclusive	$25,328,000
2027-2031 inclusive	$26,594,000

(3) If after the expiration of the fifth year of a Base Period the Highest Average Amount for such Base Period does not equal or exceed the Base Period Amount for that Base Period, then the City and the Port Authority shall each have the right to reopen negotiations on the rental provisions of Section 5 of the Lease by serving a notice in writing upon the other party at any time within the next twelve (12) months subsequent to March 31 of the current year immediately succeeding the fifth year of said Base Period. Either party upon its receipt of the other party's notice shall promptly respond to the other party in writing, which written response shall confirm the receipt of the reopener notice and shall set forth a proposed time and date, to be no later than 30 days from the date of the receipt of the other party's notice, upon which date or such other date as the parties may agree upon negotiations shall commence (hereinafter referred to as 'the Commencement Date'). Each party hereby agrees that it will conduct said negotiations and reexamination of the rental provisions of the Lease in good faith with a view toward reaching a reasonable modification of said rental provisions, if under all the then prevailing circumstances the modification is justified. Regardless of which party initiates the request for reopening the rental provisions, the City may propose increases or other modifications and the Port Authority may propose decreases or other modifications in said rentals.

(b) In the event within 120 days following the Commencement Date the negotiations result in a modification agreement, which shall mean a fully executed supplement to the Lease in a form satisfactory to the City and the Port Authority

covering the modification of the rental provisions of Section 5 of the Lease and which has received the approval of the Port Authority's Board of Commissioners (and not vetoed by either Governor) and the approval of the authorized officials of the City, then the said rental provisions shall be deemed modified in accordance with said modification agreement.

(c) In the event the negotiations do not result in a modification agreement within 120 days after the Commencement Date of such negotiations, then such negotiations shall be continued, if, and only if, either the City or the Port Authority submits a written request to the Office of the Governor of the State of New Jersey, with a copy to be served on the other party, within 150 days after the Commencement Date seeking the intervention of said Governor's office in the negotiations (the date of such request being hereinafter called 'the Requesting Date'). If the Governor's office so intervenes, the negotiations shall continue for a further period not to exceed 120 days following the Requesting Date. If within 120 days following the Requesting Date the negotiations result in a modification agreement, which shall mean a fully executed supplement to the Lease in a form satisfactory to the City and the Port Authority covering the modification of the rental provisions of Section 5 of the Lease and which has received the approval of the Port Authority's Board of Commissioners (and not vetoed by either Governor) and the approval of the authorized officials of the City, then said rental provisions shall be deemed modified in accordance with said modification agreement."

7. Section 40 of the Original Agreement entitled "NOTICE" is hereby amended to read as follows:

"40. <u>NOTICE</u>

All notices, requests, consents, approvals, statements, audit reports, reports of rental payments, activity reports, listing of leases, and reopener notice, to be given to or by either party shall be in writing and shall be personally delivered to the duly designated officer of such party or delivered at his office during business hours, or forwarded to him by certified or registered mail. Until further notice the duly designated officers are as follows:

For the City:

Director of Finance The City of Newark 828 Broad Street Newark, N.J. 07102	Corporation Counsel The City of Newark 920 Broad Street Newark, N.J. 07102	City Clerk Municipal Bldg. City of Newark New Jersey

For the Port Authority:

Executive Director
The Port Authority of New York and New Jersey
One World Trade Center
New York, New York 10048

If mailed, the giving of notice shall be complete upon receipt."

8. Community Development

(a) The City, only after it has consulted with and obtained the agreement of the Port Authority, intends to identify work projects to be performed in the City, all or a portion of the costs of which shall be paid for by the Port Authority pursuant to and in accordance with the terms hereof. With respect to each such work project, upon which the City and the Port Authority have agreed, certification of the agreement between the City and the Port Authority shall be evidenced by a written agreement signed by the Mayor on behalf of the City and by the Executive Director of the Port Authority on behalf of the Port Authority. With respect to each such work project (herein called a "certified work project"), the City shall advise, and the said written agreement between the City and the Port Authority shall recite, (1) the source of funds which the City will use for financing the costs of the work project if and to the extent such costs exceed the annual amounts set forth in subparagraph (b) below which annual amounts have been or are to be deposited in the dedicated trust fund described below; (2) whether the work project will be performed by the City through its employees or by independent contractors; (3) the estimated date of completion of the work project; and (4) the estimated total costs of the work project. The responsibility for the completion of each work project herein shall reside with the City.

The work projects herein contemplated shall be of the nature of initial construction of, or the repair, replacement or rehabilitation of existing municipal infrastructure systems, including highway and street networks, vehicular bridges, water supply and distribution systems, waste water collection and treatment facilities and emergency response and support systems, throughout the City, directly or indirectly relating to Port Authority facilities.

(b) For purposes of the payment of all or a portion of the costs of the certified work projects, the following maximum annual amounts shall constitute the annual amounts to be deposited by the Port Authority into the dedicated trust fund, as hereinafter in subparagraph (c) provided: $500,000 per annum for the portion of the term under the Lease commencing January 1, 1985 through December 31, 1987; and $1,000,000 per annum for the portion of the term under the Lease commencing January 1, 1988 through December 31, 2031.

(c) As used herein the term "dedicated trust fund" shall mean a dedicated trust fund account which shall be established and maintained at a local banking institution within the City into which the Port Authority shall deposit, at the times and in the manner hereinafter set forth, the annual amounts specified in subparagraph (b) above, and which shall be devoted to and used solely for the financing of all or a portion of the costs of certified work projects. Any and all interest earned on all amounts deposited in the dedicated trust fund shall be retained in the dedicated trust fund and used solely for the financing of all or a portion of the costs of certified work projects. No expenditures or payments of any kind shall be made from the dedicated trust fund except in accordance with and pursuant to the provisions hereof and the written agreements of the parties hereto covering the certified work projects, as herein provided. The annual amounts specified in subparagraph (b) above shall be deposited in the dedicated trust fund as follows: On April 1, 1986, the Port Authority shall make an initial payment to the City of $1 million (which amount comprises the annual amounts for the 1985 and 1986 calendar years as set forth in subparagraph (b) above) for the purposes of establishing the dedicated trust fund for the financing of certified work projects in whole or in part. Upon its receipt of the said amount, the City shall establish the said dedicated trust fund at a local banking institution and shall deposit the said amount therein. The City shall promptly thereafter supply the Port Authority with a true copy of the trust fund agreement and any and all other documents relating to the dedicated trust fund. On April 1, 1987 and on April 1 of each succeeding year during the term of the Lease, the Port Authority shall deposit into the dedicated trust fund the annual amount specified in subparagraph (b) above.

With respect to each certified work project, after the City and the Port Authority have entered into the written agreement covering a certified work project and designating the amounts in the dedicated trust fund to be used for said certified work project, the City shall proceed with the performance thereof. The cost of each certified work project shall be determined solely by the City, utilizing standard City accounting policies and documented to the Port Authority, and such cost shall include reimbursement to the City of the amounts actually paid for engineering, architectural and professional consulting services and supervision of construction in connection therewith, and other administrative

services, said reimbursement, however, shall be limited to fifteen percent (15%) of the amounts paid for the actual work of repairing, replacing, rehabilitating or constructing of the certified work project.

The written agreement between the City and the Port Authority covering a certified work project shall also contain provisions granting to the Port Authority the right to cancel said agreement in the event that the City does not either begin work on said project (if the same is to be done by the City's employees) or enter into a contract for said project within one (1) year after the date of said written agreement, and providing that, upon such cancellation of the agreement, all amounts deposited in the dedicated trust fund and designated for the financing of the said work project will only be available for the financing of subsequent certified work projects.

The City shall provide the Port Authority with semi-annual reports on the progress of each certified work project including reports of all payments made in connection therewith, and semi-annual reports on the status of the dedicated trust fund, including reports of all interest earned thereon and any and all expenditures or other payments made therefrom. Upon the completion of a certified work project, the City shall provide the Port Authority with a report setting forth the total cost of the project and itemizing all payments made for the project as compared to the amounts budgeted for the project. The City shall also supply to the Port Authority such further information as the Port Authority may from time to time and at any time request with respect to the dedicated trust fund and the certified work projects, or any of them. The Port Authority shall have the right by its agents, employees and representatives to audit and inspect all books, records and other data relating to any certified work project and the cost thereof, and all books, records and other data relating to the dedicated trust fund. The Port Authority hereby expressly reserves all rights and remedies available to it in law and in equity in the event any Port Authority audit or inspection shows that any expenditure or other payment from the dedicated trust fund was not in accord with the provisions hereof, or was otherwise improper, or in the event of any improper use or application of the dedicated trust fund or the annual amounts specified in subparagraph (b) above.

Upon the completion of a certified work project, all amounts deposited in the dedicated trust fund for the financing of that particular work project in excess of those paid for the particular work project, if any, and any and all interest earned thereon shall be retained in the dedicated trust fund for the financing of subsequent certified work projects as may be agreed to by the parties hereto. At the expiration of the term of the Lease all amounts remaining in the dedicated trust fund, if any, including all interest earned thereon shall be retained in the dedicated trust fund for the financing of such work projects as may be agreed to by the parties hereto.

(d) The Port Authority shall include the initial payment specified in paragraph (c) above and any and all amounts deposited in the dedicated trust fund pursuant to the provisions hereof in the calculation for determining imputed debt service B for the current year in which said initial payment is made to the City and for the current year in which said amounts are so deposited.

(e) In addition to and without limiting the provisions above, the Port Authority may enter into service/operating agreements from time to time with the City of Elizabeth directly relating to the portion of the Air Terminal located within the boundaries of the City of Elizabeth, and it is hereby expressly agreed by and between the Port Authority and the City that all payments made by the Port Authority to or on behalf of the City of Elizabeth pursuant to such agreements, up to but not exceeding the amounts and for the portions of the term hereunder as specified in subparagraph (b) above, shall be included in the operation and maintenance expense, as defined in this Fifteenth Supplemental Agreement, for the current year in which such payments are made. The Port Authority shall furnish to the City copies of any and all service/operating agreements entered into between the Port Authority and the City of Elizabeth within thirty (30) days after execution thereof by both parties.

9. Except as specifically otherwise provided, this Fifteenth Supplemental Agreement shall be effective as of January 1, 1984.

10. Except as hereinabove provided, all of the terms, conditions, covenants and agreements of the Original Indenture, as the same has been previously amended, extended, supplemented and modified, shall be and remain in full force and effect.

11. No Commissioner, director, officer, agent or employee of either party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Fifteenth Supplemental Agreement, or because of its execution or attempted execution or because of any breach thereof.

IN WITNESS WHEREOF, the City has caused its corporate seal to be hereunto affixed and duly attested and this Agreement to be signed by its Mayor; and the Port Authority has caused its corporate seal to be hereunto affixed and duly attested and this Agreement to be signed by its Executive Director, as of the day and year first above written.

ATTEST:

City Clerk

THE CITY OF NEWARK

Mayor

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Chairman

Executive Director

Approved as to Form:

Corporation Counsel

Approved as to Form:

General Counsel

Assistant Chief Financial Officer

Approved as to Terms:

Assistant Executive Director/ Chief Financial Officer

TABLE I

INSTRUCTIONS: Determine the current interest rate established for the current year. "Leasehold Term Remaining" is the unexpired term of the lease from January 1 of the current year. The appropriate equal annual factor to be applied to the unamortized debt as of the beginning of that year is shown under the rate of current interest established for that year on the line corresponding to the "Leasehold Term Remaining."

TABLE I

Factors for Unamortized Debt Component of Imputed Debt Service

Leasehold Term Remaining	*Amortization Factor Under "Current Interest" Rates of:*			
	2½%	2⅝%	2¾%	2⅞%
51	.03491	.03580	.03670	.03761
50	.03526	.03614	.03704	.03795
49	.03562	.03651	.03740	.03830
48	.03601	.03688	.03777	.03867
47	.03641	.03728	.03816	.03906
46	.03683	.03770	.03857	.03946
45	.03727	.03813	.03901	.03989
44	.03773	.03859	.03946	.04034
43	.03822	.03907	.03994	.04081
42	.03873	.03958	.04044	.04131
41	.03927	.04012	.04097	.04184
40	.03984	.04068	.04153	.04239
39	.04044	.04127	.04212	.04298
38	.04107	.04190	.04275	.04360
37	.04174	.04257	.04341	.04426
36	.04245	.04328	.04411	.04495
35	.04321	.04403	.04486	.04569
34	.04401	.04482	.04565	.04648
33	.04486	.04567	.04649	.04732
32	.04577	.04658	.04739	.04822
31	.04674	.04754	.04835	.04917
30	.04778	.04858	.04938	.05020
29	.04889	.04969	.05049	.05130
28	.05009	.05088	.05168	.05248
27	.05138	.05216	.05296	.05376
26	.05277	.05355	.05434	.05514
25	.05428	.05505	.05584	.05663
24	.05591	.05669	.05747	.05826
23	.05770	.05847	.05924	.06003
22	.05965	.06041	.06119	.06196
21	.06179	.06255	.06332	.06409
20	.06415	.06491	.06567	.06644
19	.06676	.06752	.06828	.06904
18	.06967	.07042	.07118	.07194
17	.07293	.07368	.07443	.07519
16	.07660	.07735	.07810	.07885
15	.08077	.08151	.08226	.08301
14	.08554	.08628	.08702	.08777
13	.09105	.09179	.09253	.09328
12	.09749	.09823	.09897	.09971
11	.10511	.10584	.10659	.10733
10	.11426	.11500	.11574	.11648
9	.12546	.12620	.12694	.12769
8	.13947	.14021	.14096	.14171
7	.15750	.15825	.15900	.15975
6	.18155	.18231	.18307	.18383
5	.21525	.21602	.21680	.21758
4	.26582	.26662	.26742	.26822
3	.35014	.35098	.35183	.35268
2	.51883	.51977	.52072	.52166
1	1.02500	1.02625	1.02750	1.02875

TABLE I

(Continued)

Leasehold Term Remaining	3%	3⅛%	3¼%	3⅜%	3½%
51	.03853	.03947	.04041	.04136	.04232
50	.03887	.03979	.04073	.04168	.04263
49	.03921	.04014	.04107	.04201	.04296
48	.03958	.04050	.04142	.04236	.04331
47	.03996	.04087	.04180	.04273	.04367
46	.04036	.04127	.04219	.04312	.04405
45	.04079	.04169	.04260	.04352	.04445
44	.04123	.04213	.04304	.04395	.04488
43	.04170	.04259	.04349	.04441	.04533
42	.04219	.04308	.04398	.04488	.04580
41	.04271	.04360	.04449	.04539	.04630
40	.04326	.04414	.04503	.04592	.04683
39	.04384	.04472	.04560	.04649	.04739
38	.04446	.04533	.04620	.04709	.04798
37	.04511	.04597	.04685	.04773	.04861
36	.04580	.04666	.04753	.04840	.04928
35	.04654	.04739	.04825	.04912	.05000
34	.04732	.04817	.04903	.04989	.05076
33	.04816	.04900	.04985	.05071	.05157
32	.04905	.04988	.05073	.05158	.05244
31	.05000	.05083	.05167	.05252	.05337
30	.05102	.05185	.05268	.05352	.05437
29	.05211	.05294	.05377	.05460	.05545
28	.05329	.05411	.05494	.05577	.05660
27	.05456	.05538	.05620	.05702	.05785
26	.05594	.05675	.05756	.05838	.05921
25	.05743	.05823	.05904	.05985	.06067
24	.05905	.05985	.06065	.06146	.06227
23	.06081	.06161	.06241	.06321	.06402
22	.06275	.06354	.06433	.06513	.06593
21	.06487	.06566	.06644	.06724	.06804
20	.06722	.06800	.06878	.06957	.07036
19	.06981	.07059	.07137	.07215	.07294
18	.07271	.07348	.07425	.07503	.07582
17	.07595	.07672	.07749	.07826	.07904
16	.07961	.08037	.08114	.08191	.08268
15	.08377	.08453	.08529	.08606	.08683
14	.08853	.08928	.09004	.09080	.09157
13	.09403	.09478	.09554	.09630	.09706
12	.10046	.10121	.10197	.10272	.10348
11	.10808	.10883	.10958	.11033	.11109
10	.11723	.11798	.11873	.11949	.12024
9	.12843	.12918	.12994	.13069	.13145
8	.14246	.14321	.14396	.14472	.14548
7	.16051	.16126	.16202	.16278	.16354
6	.18460	.18536	.18613	.18690	.18767
5	.21835	.21913	.21992	.22070	.22148
4	.26903	.26983	.27064	.27144	.27225
3	.35353	.35438	.35523	.35608	.35693
2	.52261	.52356	.52450	.52545	.52640
1	1.03000	1.03125	1.03250	1.03375	1.03500

TABLE I

(Continued)

Leasehold Term Remaining	3⅝%	3¾%	3⅞%	4%
51	.04329	.04427	.04526	.04626
50	.04360	.04457	.04556	.04655
49	.04392	.04489	.04587	.04686
48	.04426	.04523	.04620	.04718
47	.04462	.04558	.04655	.04752
46	.04500	.04595	.04691	.04788
45	.04539	.04634	.04730	.04826
44	.04581	.04675	.04771	.04866
43	.04625	.04719	.04814	.04909
42	.04672	.04765	.04859	.04954
41	.04722	.04814	.04908	.05002
40	.04774	.04866	.04959	.05052
39	.04829	.04921	.05013	.05106
38	.04888	.04979	.05071	.05163
37	.04951	.05041	.05132	.05224
36	.05017	.05107	.05198	.05289
35	.05088	.05177	.05267	.05358
34	.05164	.05252	.05342	.05431
33	.05244	.05332	.05421	.05510
32	.05331	.05418	.05506	.05595
31	.05423	.05510	.05597	.05686
30	.05523	.05609	.05696	.05783
29	.05629	.05715	.05801	.05888
28	.05745	.05830	.05915	.06001
27	.05869	.05953	.06038	.06124
26	.06004	.06087	.06172	.06257
25	.06150	.06233	.06317	.06401
24	.06309	.06392	.06475	.06559
23	.06483	.06565	.06648	.06731
22	.06674	.06756	.06837	.06920
21	.06884	.06965	.07046	.07128
20	.07116	.07196	.07277	.07358
19	.07373	.07453	.07533	.07614
18	.07660	.07740	.07819	.07899
17	.07983	.08061	.08140	.08220
16	.08346	.08424	.08503	.08582
15	.08760	.08838	.08916	.08994
14	.09234	.09311	.09389	.09467
13	.09783	.09860	.09937	.10014
12	.10425	.10501	.10578	.10655
11	.11185	.11262	.11338	.11415
10	.12100	.12176	.12252	.12329
9	.13220	.13297	.13373	.13449
8	.14624	.14700	.14776	.14853
7	.16431	.16507	.16584	.16661
6	.18844	.18921	.18999	.19076
5	.22227	.22305	.22384	.22463
4	.27306	.27387	.27468	.27549
3	.35779	.35864	.35949	.36035
2	.52735	.52830	.52925	.53020
1	1.03625	1.03750	1.03875	1.04000

TABLE I

(Continued)

Leasehold Term Remaining	4⅛%	4¼%	4⅜%	4½%
51	.04726	.04828	.04930	.05033
50	.04755	.04856	.04958	.05060
49	.04785	.04886	.04987	.05089
48	.04817	.04917	.05017	.05119
47	.04851	.04950	.05050	.05151
46	.04886	.04985	.05084	.05184
45	.04924	.05022	.05121	.05220
44	.04963	.05061	.05159	.05258
43	.05005	.05102	.05200	.05298
42	.05050	.05146	.05243	.05341
41	.05097	.05192	.05289	.05386
40	.05147	.05242	.05338	.05434
39	.05200	.05294	.05390	.05486
38	.05256	.05350	.05445	.05540
37	.05316	.05410	.05504	.05598
36	.05381	.05473	.05567	.05661
35	.05449	.05541	.05634	.05727
34	.05522	.05613	.05705	.05798
33	.05600	.05691	.05782	.05874
32	.05684	.05774	.05865	.05956
31	.05774	.05864	.05954	.06044
30	.05871	.05960	.06049	.06139
29	.05975	.06063	.06152	.06241
28	.06088	.06175	.06263	.06352
27	.06210	.06297	.06384	.06472
26	.06342	.06428	.06515	.06602
25	.06486	.06571	.06657	.06744
24	.06643	.06728	.06813	.06899
23	.06814	.06899	.06983	.07068
22	.07003	.07086	.07170	.07255
21	.07210	.07293	.07376	.07460
20	.07440	.07522	.07605	.07688
19	.07695	.07776	.07858	.07941
18	.07980	.08061	.08142	.08224
17	.08300	.08380	.08461	.08542
16	.08661	.08741	.08821	.08902
15	.09073	.09152	.09232	.09311
14	.09545	.09624	.09703	.09782
13	.10092	.10170	.10249	.10328
12	.10733	.10810	.10888	.10967
11	.11492	.11569	.11647	.11725
10	.12406	.12483	.12560	.12638
9	.13526	.13603	.13680	.13757
8	.14930	.15006	.15084	.15161
7	.16738	.16815	.16893	.16970
6	.19154	.19232	.19310	.19388
5	.22542	.22621	.22700	.22779
4	.27630	.27712	.27793	.27874
3	.36120	.36206	.36292	.36377
2	.53115	.53210	.53305	.53400
1	1.04125	1.04250	1.04375	1.04500

If the current interest rate established for a current year is outside of the 2½-4½% range, then the equal annual factor for such year ($\frac{1}{a_{\overline{N}|}}$) can be computed by the following formula:

$$\frac{1}{a_{\overline{N}|}} = \frac{i}{1 - v^N}; \text{ where}$$

N = Leasehold Term Remaining from January 1 of the current year;

i = Current interest rate established for that year; and

$v = \frac{1}{1 + i}$

The equal annual factors appearing in the foregoing table were computed by the application of this formula. These factors shall be subject to verification each year.

TABLE II

INSTRUCTIONS: Determine the current interest rate established for the current year. "Leasehold Term Remaining" is the unexpired term of the lease from January 1 of the current year. The appropriate replacement factor to be applied to the value of the plant in service as of the beginning of that year is shown under the rate of current interest established for that year on the line corresponding to the "Leasehold Term Remaining."

TABLE II

Factors for Capital Replacement Component of Imputed Debt Service

Leasehold Term Remaining	*Replacement Rate*	*Replacement Factor Under "Current Interest" Rates of:* 2½%	2⅝%	2¾%
51	.00691	.03050	.03042	.03033
50	.00857	.03133	.03126	.03119
49	.01037	.03213	.03208	.03203
48	.01231	.03291	.03287	.03283
47	.01435	.03365	.03363	.03360
46	.01649	.03434	.03434	.03433
45	.01870	.03499	.03500	.03501
44	.02095	.03559	.03561	.03563
43	.02322	.03613	.03616	.03620
42	.02547	.03661	.03665	.03670
41	.02768	.03702	.03707	.03713
40	.02981	.03737	.03743	.03749
39	.03185	.03764	.03771	.03778
38	.03375	.03785	.03792	.03799
37	.03549	.03798	.03806	.03814
36	.03705	.03805	.03813	.03821
35	.03841	.03805	.03814	.03822
34	.03955	.03799	.03808	.03816
33	.04046	.03788	.03796	.03805
32	.04114	.03772	.03780	.03788
31	.04158	.03751	.03759	.03767
30	.04179	.03726	.03734	.03742
29	.04179	.03699	.03706	.03714
28	.04159	.03670	.03677	.03684
27	.04121	.03640	.03646	.03653
26	.04067	.03609	.03615	.03621
25	.04001	.03576	.03584	.03590
24	.03925	.03549	.03554	.03560
23	.03843	.03522	.03527	.03532
22	.03758	.03497	.03502	.03506
21	.03673	.03475	.03479	.03484
20	.03590	.03456	.03461	.03465
19	.03513	.03441	.03445	.03450
18	.03443	.03430	.03434	.03438
17	.03383	.03423	.03427	.03431
16	.03332	.03420	.03424	.03427
15	.03293	.03420	.03424	.03428
14	.03265	.03424	.03428	.03431
13	.03249	.03431	.03435	.03438
12	.03243	.03441	.03444	.03448
11	.03248	.03453	.03457	.03461
10	.03260	.03467	.03471	.03475
9	.03281	.03483	.03487	.03491
8	.03306	.03500	.03504	.03508
7	.03336	.03517	.03521	.03525
6	.03369	.03535	.03539	.03543
5	.03403	.03552	.03556	.03561
4	.03437	.03569	.03573	.03578
3	.03469	.03585	.03590	.03594
2	.03499	.03601	.03605	.03609
1	.03526	.03615	.03619	.03623

TABLE II

(Continued)

Leasehold Term Remaining	2⅞%	3%	3⅛%	3¼%	3⅜%
51	.03024	.03015	.03006	.02997	.02987
50	.03112	.03104	.03097	.03090	.03082
49	.03197	.03192	.03186	.03180	.03174
48	.03280	.03276	.03272	.03267	.03263
47	.03358	.03356	.03353	.03351	.03348
46	.03432	.03432	.03431	.03430	.03429
45	.03502	.03502	.03503	.03503	.03504
44	.03565	.03567	.03569	.03571	.03573
43	.03623	.03626	.03629	.03632	.03635
42	.03674	.03678	.03682	.03687	.03691
41	.03718	.03723	.03728	.03734	.03739
40	.03755	.03761	.03767	.03773	.03779
39	.03784	.03791	.03798	.03805	.03811
38	.03807	.03814	.03821	.03829	.03836
37	.03821	.03829	.03837	.03845	.03852
36	.03829	.03837	.03845	.03853	.03861
35	.03830	.03838	.03846	.03855	.03863
34	.03824	.03833	.03841	.03849	.03857
33	.03813	.03821	.03829	.03837	.03846
32	.03796	.03804	.03812	.03820	.03828
31	.03775	.03782	.03790	.03798	.03806
30	.03749	.03757	.03764	.03772	.03780
29	.03721	.03728	.03736	.03743	.03750
28	.03691	.03698	.03705	.03712	.03718
27	.03659	.03666	.03672	.03679	.03685
26	.03627	.03633	.03639	.03646	.03652
25	.03596	.03601	.03607	.03613	.03619
24	.03565	.03571	.03576	.03582	.03587
23	.03537	.03542	.03547	.03552	.03557
22	.03511	.03516	.03521	.03525	.03530
21	.03488	.03493	.03497	.03502	.03506
20	.03469	.03473	.03478	.03482	.03486
19	.03454	.03458	.03462	.03466	.03470
18	.03442	.03446	.03450	.03454	.03458
17	.03435	.03438	.03442	.03446	.03450
16	.03431	.03435	.03439	.03442	.03446
15	.03431	.03435	.03439	.03442	.03446
14	.03435	.03439	.03443	.03446	.03450
13	.03442	.03446	.03450	.03453	.03457
12	.03452	.03456	.03460	.03463	.03467
11	.03464	.03468	.03472	.03476	.03480
10	.03479	.03483	.03487	.03491	.03494
9	.03495	.03499	.03503	.03507	.03511
8	.03512	.03516	.03520	.03524	.03528
7	.03529	03533	.03538	.03542	.03546
6	.03547	.03551	.03556	.03560	.03564
5	.03565	.03569	.03573	.03578	.03582
4	.03582	.03586	.03591	.03595	.03599
3	.03598	.03603	.03607	.03611	.03616
2	.03614	.03618	.03622	.03627	.03631
1	.03628	.03632	.03637	.03641	.03645

TABLE II

(Continued)

Leasehold Term Remaining	3½%	3⅝%	3¾%	3⅞%
51	.02978	.02968	.02959	.02949
50	.03074	.03066	.03058	.03051
49	.03168	.03162	.03156	.03150
48	.03259	.03254	.03250	.03245
47	.03346	.03343	.03340	.03337
46	.03428	.03426	.03425	.03424
45	.03504	.03504	.03504	.03504
44	.03574	.03576	.03577	.03579
43	.03638	.03641	.03644	.03646
42	.03695	.03699	.03703	.03706
41	.03744	.03749	.03754	.03759
40	.03785	.03791	.03797	.03802
39	.03818	.03825	.03831	.03838
38	.03843	.03850	.03857	.03865
37	.03860	.03868	.03875	.03883
36	.03869	.03877	.03885	.03893
35	.03871	.03879	.03887	.03896
34	.03866	.03874	.03882	.03891
33	.03854	.03862	.03870	.03879
32	.03836	.03845	.03853	.03861
31	.03814	.03822	.03830	.03838
30	.03787	.03795	.03803	.03810
29	.03758	.03765	.03772	.03780
28	.03725	.03732	.03739	.03746
27	.03692	.03699	.03705	.03712
26	.03658	.03664	.03670	.03677
25	.03625	.03630	.03636	.03642
24	.03592	.03598	.03603	.03609
23	.03562	.03567	.03573	.03578
22	.03535	.03540	.03545	.03549
21	.03511	.03515	.03520	.03524
20	.03490	.03495	.03499	.03503
19	.03474	.03478	.03482	.03486
18	.03462	.03466	.03470	.03474
17	.03454	.03458	.03461	.03465
16	.03450	.03454	.03457	.03461
15	.03450	.03454	.03457	.03461
14	.03454	.03457	.03461	.03465
13	.03461	.03465	.03468	.03472
12	.03471	.03475	.03479	.03482
11	.03484	.03488	.03491	.03495
10	.03498	.03502	.03506	.03510
9	.03515	.03519	.03523	.03527
8	.03532	.03536	.03540	.03544
7	.03550	.03554	.03558	.03562
6	.03568	.03572	.03577	.03581
5	.03586	.03590	.03595	.03599
4	.03604	.03608	.03612	.03616
3	.03620	.03624	.03629	.03633
2	.03636	.03640	.03644	.03649
1	.03650	.03654	.03659	.03663

TABLE II

(Continued)

Leasehold Term Remaining	4%	4⅛%	4¼%	4⅜%	4½%
51	.02939	.02929	.02919	.02909	.02899
50	.03042	.03034	.03026	.03018	.03010
49	.03143	.03137	.03130	.03124	.03117
48	.03241	.03236	.03231	.03226	.03221
47	.03334	.03331	.03328	.03324	.03321
46	.03422	.03420	.03419	.03417	.03415
45	.03504	.03504	.03504	.03504	.03504
44	.03580	.03582	.03583	.03584	.03585
43	.03649	.03652	.03654	.03657	.03659
42	.03710	.03714	.03718	.03721	.03725
41	.03763	.03768	.03773	.03778	.03782
40	.03808	.03814	.03819	.03825	.03831
39	.03844	.03851	.03857	.03863	.03870
38	.03872	.03879	.03886	.03893	.03900
37	.03891	.03898	.03906	.03913	.03921
36	.03901	.03909	.03917	.03925	.03933
35	.03904	.03912	.03920	.03928	.03936
34	.03899	.03907	.03915	.03924	.03932
33	.03887	.03895	.03903	.03912	.03920
32	.03869	.03877	.03885	.03893	.03902
31	.03846	.03854	.03862	.03870	.03878
30	.03818	.03826	.03834	.03841	.03849
29	.03787	.03794	.03802	.03809	.03817
28	.03753	.03760	.03768	.03775	.03782
27	.03718	.03725	.03732	.03738	.03745
26	.03683	.03689	.03696	.03702	.03708
25	.03648	.03654	.03660	.03666	.03672
24	.03614	.03620	.03625	.03631	.03636
23	.03583	.03588	.03593	.03598	.03604
22	.03554	.03559	.03564	.03569	.03574
21	.03529	.03534	.03538	.03543	.03547
20	.03508	.03512	.03516	.03521	.03525
19	.03490	.03495	.03499	.03503	.03507
18	.03478	.03481	.03485	.03489	.03493
17	.03469	.03473	.03477	.03481	.03484
16	.03465	.03469	.03472	.03476	.03480
15	.03465	.03469	.03472	.03476	.03480
14	.03469	.03472	.03476	.03480	.03483
13	.03476	.03480	.03483	.03487	.03491
12	.03486	.03490	.03494	.03498	.03501
11	.03499	.03503	.03507	.03511	.03514
10	.03514	.03518	.03522	.03526	.03530
9	.03531	.03535	.03539	.03543	.03546
8	.03548	.03552	.03556	.03560	.03564
7	.03566	.03571	.03575	.03579	.03583
6	.03585	.03589	.03593	.03597	.03602
5	.03603	.03607	.03612	.03616	.03620
4	.03621	.03625	.03629	.03634	.03638
3	.03637	.03642	.03646	.03651	.03655
2	.03653	.03657	.03662	.03666	.03671
1	.03667	.03672	.03676	.03681	.03685

If the current interest rate established for a current year is outside of the 2½-4½% range, then the replacement factor for such year (Fy) can be computed by the following formula:

$$F_y = \left[\sum_{j=y}^{j=M} (R_j)(v)^{(j-y)} \right] \left[\frac{i}{1 - v^{(M-y+1)}} \right] \text{; where}$$

y = Current year of lease (For example, January 1, 1966 through December 31, 1966 = 1, etc.);

i = Current interest rate established for that year;

Rj = Replacement rate for that year (The replacement rate for a current year is the replacement rate shown alongside the "Leasehold Term Remaining" figure measured from January 1 of any such year. For example, the replacement rate for 1966 = .00691);

M = 51; and

$v = \frac{1}{1 + i}$

The replacement factors appearing in the foregoing table were computed by the application of this formula. These factors shall be subject to verification each year.

CNL 1084B

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

BE IT REMEMBERED, that on the 20 day of November, One Thousand Nine Hundred and Eighty-four before me, a Notary Public of N.J., personally appeared KENNETH A. GIBSON, Mayor of The City of Newark, a municipal corporation, to me personally known to be the individual described in and who executed the preceding instrument, and who duly acknowledged to me the execution of the same, and being by me duly sworn, for himself, does depose and say that he is the said Mayor of The City of Newark aforesaid, that the seal affixed to the preceding instrument is the seal of said The City of Newark and that the said seal and his signature as such Mayor is duly affixed and subscribed to said instrument by authority and direction of the Municipal Council of said The City of Newark.

KENNETH A. GIBSON
Mayor of The City of Newark

Sworn and subscribed to before me this
20 day of November, 1984.

Odell A. Rolling Jr.

ODELL A. ROLLING, JR.
A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 6, 1985

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

BE IT REMEMBERED, that on the 20 day of November, One Thousand Nine Hundred and Eighty-four, before me, a Notary Public of N.J., personally appeared PETER C. GOLDMARK, JR., the Executive Director of The Port Authority of New York and New Jersey, a body corporate and politic, to me personally known to be the individual described in and who executed the preceding instrument, and who duly acknowledged to me the execution of same, and being by me duly sworn, for himself, does depose and say that he is the said Executive Director of The Port Authority of New York and New Jersey aforesaid, that the seal affixed to the preceding instrument is the seal of said The Port Authority of New York and New Jersey and that the said seal and his signature as such Executive Director is duly affixed and subscribed to said instrument by authority and direction of the Board of Commissioners of said The Port Authority of New York and New Jersey.

Peter C. Goldmark

PETER C. GOLDMARK, JR.
Executive Director

Sworn and subscribed to before me this
20 day of November, 1984.

Odell A. Rolling Jr.

ODELL A. ROLLING, JR.
A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 6, 1985

Newark City of
30308
or
4/09/2

AVIATION DEPT.
FILE COPY

SIXTEENTH SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of the 17th day of April 1996 between THE CITY OF NEWARK, a municipal corporation, hereinafter called the "City", and THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of Congress, hereinafter called the "Port Authority",

WITNESSETH:

WHEREAS, under date of October 22, 1947, the City and the Port Authority entered into an Agreement With Respect to The Newark Marine and Air Terminals (the "Original Agreement"), providing for the improvement, development, operation and maintenance of the Marine and Air Terminals by the Port Authority at the premises demised thereunder, as described in Section 2 of the Original Agreement and shown on the map attached to the Original Agreement as Exhibit A, as heretofore amended (the "Demised Premises"); and

WHEREAS, under dates of March 11, 1948, July 27, 1949, August 30, 1949, September 21, 1949, May 27, 1953, September 8, 1955, October 5, 1956, April 21, 1958, December 14, 1966, June 30, 1970, February 5, 1975, April 1, 1974, May 16, 1975, June 14, 1984 and January 1, 1984, the City and the Port Authority have duly amended, supplemented and extended the Original Agreement; and

WHEREAS, the Port Authority, by Surrender Agreement dated the date hereof and delivered simultaneously herewith, is surrendering to the City all of its right, title and interest in a certain tract of land constituting the portion of the Demised Premises described in Exhibit A ("Parcel Y"), so that the City may convey such tract of land to the State of New Jersey (the "State"), and the City, by deed dated the date hereof and delivered simultaneously herewith , is in turn conveying Parcel Y to the State, subject to the reservations of rights contained in such deed, as also set forth in Exhibit A (the "Parcel Y Reserved Rights"); and

WHEREAS, the Port Authority, by deed dated November 16, 1995, has acquired from the State for air terminal purposes, within the City of Newark and within the Terminal Area (as defined in the Original Agreement), certain parcels of land and a certain perpetual easement, together with certain appurtenant rights but subject to certain other rights retained by the State, all as described in Exhibit B (the "DOT Parcels"); and

Prepared by: JL Joyce

WHEREAS, Section 15 of the Original Agreement provides that all interests in real property within the City limits acquired by the Port Authority in its own name shall be promptly transferred by the Port Authority to the City, and accordingly the Port Authority is, by Deed dated the date hereof and delivered simultaneously herewith, conveying to the City all the Port Authority's right, title and interest in the DOT Parcels;

NOW, THEREFORE, the City and the Port Authority hereby mutually undertake, promise and agree, each for itself and its successors and assigns, that the Original Agreement, as previously amended, supplemented and extended, shall be and it hereby is further amended and supplemented as follows:

1. Effective as of the date hereof, the Demised Premises are hereby reduced in area by the deletion therefrom of Parcel Y, provided that the Parcel Y Reserved Rights are hereby granted to the Port Authority as rights appurtenant to the Demised Premises (as hereby reduced).

2. Effective as of the date hereof, the Demised Premises are hereby enlarged in area by the addition thereto of, and the City hereby leases to the Port Authority, the DOT Parcels.

3. The change in area of the Demised Premises made by this Sixteenth Supplemental Agreement is not intended to nor shall it be construed to modify the terms of the Original Agreement, as heretofore amended, supplemented and extended, with respect to rental payments or other obligations of the Port Authority or with respect to the obligations of the City.

4. Nothing herein contained shall be deemed or construed to be an undertaking or covenant for the benefit of any third party. Neither the Commissioners or officers of the City or of the Port Authority, nor any agent or employee thereof, shall be charged personally by either party hereto with any liability or held personally liable under any of the terms or

provisions of this Agreement or because of its execution or because of any breach or attempted or alleged breach thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ATTEST:

City Clerk
ROBERT P. MARASCO 9-18-96

THE CITY OF NEWARK

By
Sharpe James
Mayor

Approved as to Form
and Legality

Corporation Counsel

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By
George J. Marlin
Executive Director

APPROVED.
Form | Terms

EXHIBIT A

EWR REDEVELOPMENT PROGRAM
LANDSIDE ACCESS - PHASE 1A

Parcel of Land To Be Conveyed To The State of New Jersey

Parcel Y

(N.J. PARCEL 2R1B RT. U.S. 1 AND U.S. 9 - 1953 - SECT. 2)

All that parcel of land situate, lying and being in the City of Newark, County of Essex and State of New Jersey, more particularly described as follows, all coordinates and bearings being stated in the New Jersey State Plane Coordinate System - North American Datum of 1927:

BEGINNING at a point in the Boundary Line between the lands of The City of Newark and the lands of the State of New Jersey having coordinates of North 680,396.714 feet and East 2,133,823.488 feet in the New Jersey State Plane Coordinate System, said point being also 56.439 feet measured along a radial bearing of S85°-10'-07"E through Station 752+65.110 from a line shown as Route 78 Northbound Connection West Edge Of Pavement on a map entitled *New Jersey State Highway Department, GENERAL PROPERTY PARCEL MAP, Route U.S. 1 & U.S. 9 (1953) Section 2, Passaic River to Union County Line, Showing Existing Right of Way and Parcels To Be Acquired In The City of Newark, County of Essex, Scale: As Indicated,* dated October 1963 and revised to June 10, 1968, and running the following six courses and distances through the lands of the City of Newark:

1. S85°-56'-34.5"E a distance of 13.57 feet to a point; thence

2. N4°-03'-25.4"E a distance of 235.58 feet to a point of curvature; thence

3. Northerly along the arc of a circle curving to the left, having a radius of 2,010.00 feet, a central angle of 6°-31'-06.0" and an arc length of 228.670 feet to a point of tangency; thence

4. N2°-27'-40.6"W a distance of 282.04 feet to a point of curvature; thence

5. Northerly along the arc of a circle curving to the right, having a radius of 956.00 feet, a central angle of 6°-30'-47.6" and an arc length of 108.68 feet to a point; thence

6. N4°-50'-21.4"E a distance of 26.99 feet to a point on a curve which is in the said Boundary Line between the lands of the City of Newark and the State of New Jersey and to which point a radial line bears N84°-19'-49.8"W; thence

thc following four courses and distances along said Boundary Line:

7. Southerly along the arc of a circle curving to the left, having a radius of 1,956.00 feet, a central angle of 3°-20'-02.1" and an arc length of 113.82 feet to a point of compound curvature; thence

8. Southerly along the arc of a circle curving to the left, having a radius of 1,956.00 feet, a central angle of 1°-51'-18.3" and an arc length of 63.33 feet to a point to which a radial line bears N89°-31'-10.2"; thence

9. S0°-02'-19.9"E a distance of 212.11 feet to a point of tangency; thence

10. Southerly along the arc of a circle curving to the right, having a radius of 7,520.00 feet, a central angle of 3°-44'-34.2" and an arc length of 491.24 feet to the Point and Place of Beginning.

Containing 11,681 square feet or 0.268 acres.

Being shown on the Official Tax Assessment Map of the City of Newark as Part of Lot 1 in Block 5094, and also shown on a plan bearing serial number NA-P24-NJ entitled *THE PORT AUTHORITY OF NEW YORK & NEW JERSEY, LAW DEPARTMENT, REAL ESTATE & ENVIRONMENTAL LAW, NEWARK AIRPORT REDEVELOPMENT PROGRAM LANDSIDE ACCESS, EXCHANGE OF PARCELS WITH THE STATE OF NEW JERSEY & CITY OF NEWARK, IN THE CITY OF NEWARK, COUNTY OF ESSEX, SCALE: 1"=50'*, dated June 15, 1995 and revised to Sept. 14, 1995, filed in the

Office of the Secretary of The Port Authority of New York and New Jersey.

Reserving to the Grantor subsurface easements to install, construct, reconstruct, repair, maintain, use and operate all utilities and appurtenances within the area of the above described parcel.

EXHIBIT B

EWR REDEVELOPMENT PROGRAM
LANDSIDE ACCESS - PHASE 1A

Parcels of Land and Volume of Space To Be Conveyed To The City of Newark

ALL THOSE PARCELS OF LAND AND VOLUME OF SPACE situate, lying and being in the City of Newark, County of Essex and State of New Jersey, more particularly described as follows, all coordinates and bearings being stated in the New Jersey State Plane Coordinate System - North American Datum of 1927:

Parcel X

All that parcel of land described as follows:

BEGINNING at a point in the Boundary Line between the lands of The City of Newark and the lands of the State of New Jersey having coordinates of North 679,034.260 feet and East 2,133,561.356 feet in the New Jersey State Plane Coordinate System, said point being also 410.99 feet measured along a radial bearing of S84°-00'-21.3"E through Station 737+70.339 from a line shown as the center line of Relocated Route U.S. 1&9 Northbound and Southbound on a map entitled *State of New Jersey Department of Transportation, BASE LINE DATA AND TIES, Route U.S. 1&9 (1953) Section 2N, From the Vicinity of McClellan Street to North of Haynes Avenues and ROUTE 78 SECTION 5AT, FROM NORTH OF HAYNES AVENUE TO ROUTE U.S. 22 Grading, Paving and Structures, Scales as Indicated,* and running the following eight (8) courses and distances through the lands of the State of New Jersey:

1. N62°-54'-26.1"W a distance of 72.29 feet to a point of curvature, to which point of curvature a radial line bears S62°-54'-26.1"E; thence

2. Northerly along the arc of a circle curving to the left, having a radius of 4,020.00 feet, a central angle of 1°-13'-55.3" and an arc length of 86.44 feet to a point of compound curvature; thence

3. Northerly along the arc of a circle curving to the left, having a radius of 2,020.00 feet, a central angle of 6°-29'-17.1" and an arc length of 228.74

feet to a point of curvature of a nontangent curve; thence

4. Northerly along the arc of a circle curving to the left, having a radius of 1,799.00 feet, a central angle of 6°-31'-55.4" and an arc length of 205.10 feet to a point, to which point a radial line bears S78°-47'-31.7"E; thence

5. S78°-44'-49.0"E a distance of 20.00 feet to a point of curvature, to which point of curvature a radial line bears S78°-44"-49.0"E; thence

6. Northerly along the arc of a circle curving to the left, having a radius of 5,501.00 feet, a central angle of 5°-41'-16.4" and an arc length of 546.10 feet to a point of tangency; thence

7. N5°-33'-54.6"E a distance of 309.37 feet to a point; thence

8. S85°-56'-34.5"E a distance of 19.40 feet to a point of curvature, which point is on said Boundary Line between the lands of The City of Newark and the lands of the State of New Jersey; thence

the following four courses and distances along said Boundary Line:

9. Southerly along the arc of a circle curving to the right, having a radius of 7,520.00 feet, a central angle of 5°-00'-35.9" and an arc length of 657.55 feet to a point of compound curvature, to which point of compound curvature a radial line bears S81°-17'-09.8"E; thence

10. Southerly along the arc of a circle curving to the right, having a radius of 10,020.00 feet, a central angle of 1°-12'-15.1" and an arc length of 210.59 feet to a point of compound curvature; thence

11. Southerly along the arc of a circle curving to the right, having a radius of 1,820.00 feet, a central

angle of 14°-11'-49.8" and an arc length of 450.97 feet to a point of reverse curvature; thence

12. Southerly along the arc of a circle curving to the left, having a radius of 480.00 feet; a central angle of 9°-00'-35.8" and an arc length of 75.48 feet to the Point and Place of Beginning.

Containing 48,947 square feet or 1.124 acres.

Being shown on a plan bearing serial number NA-P24-NJ entitled *THE PORT AUTHORITY OF NEW YORK & NEW JERSEY, LAW DEPARTMENT, REAL ESTATE & ENVIRONMENTAL LAW, NEWARK AIRPORT REDEVELOPMENT PROGRAM LANDSIDE ACCESS, EXCHANGE OF PARCELS WITH THE STATE OF NEW JERSEY & CITY OF NEWARK, IN THE CITY OF NEWARK, COUNTY OF ESSEX, SCALE: 1"=50'*, dated June 15, 1995 and revised to Sept. 14, 1995, filed in the Office of the Secretary of The Port Authority of New York and New Jersey.

Bridge Roadway Easement Space

All that volume of space formed by passing vertical sides through the following described marginal boundary:

BEGINNING at a point in the lands of the State of New Jersey having coordinates in the New Jersey State Plane Coordinate System of North 679,458.235 feet and East 2,133,652.961 feet, said point being 485.17 feet easterly measured at right angles to the aforementioned center line of Relocated Route U.S. 1&9 Northbound and Southbound at station 741+58.20 and running:

1. N15°-19'-59.8"W a distance of 135.07 feet to a point of curvature; thence

2. Northerly along the arc of a circle curving to the right, having a radius of 594.50 feet, a central angle of 29°-54'-03.5" and an arc length of 310.25 feet to a point; thence

3. N75°-25'-56.3"W a distance of 44.00 feet to a point of curvature, to which point a radial line bears N75°-25'-56.3"W; thence

4. Southerly along the arc of a circle curving to the left, and having a radius of 638.50 feet, a central angle of 29°-54'-03.5" and an arc length of 333.21 feet to a point of tangency; thence

5. S15°-19'-59.8"E a distance of 158.00 feet to a point of curvature; thence

6. Southeasterly along the arc of a circle curving to the right, having a radius of 494.50 feet, a central angle of 6°-23'-24.3" and an arc length of 55.15 feet to a point in the fourth (4th) course of the above-described Parcel X, said point being 15.73 feet northerly as measured along said arc of the fourth (4th) course from its intersection with the third (3rd) course of Parcel X; thence

7. Northerly along said fourth (4th) course and along the arc of a circle curving to the left, having a radius of 1,799.00 feet, a central angle of 2°-54'-03.4" and an arc length of 91.08 feet to the Point and Place of Beginning.

Containing 21,814 square feet or 0.501 acres.

The lower limiting plane of the volume of space constituting the Bridge Roadway Easement Space is defined as a sloping plane horizontally transverse to and determined by a center line of said 44-foot wide parcel, which center line intersects the easterly boundary of said parcel (vertical elements passing through the seventh (7th) course above) at elevation 328.67 feet, and descends thence in a uniform grade northwesterly and northerly to a point in the northerly boundary of said parcel (a vertical plane passing through the third (3rd) course above) at elevation 315.00 feet; there being no upper limiting plane.

Elevation 300.00 is 2.653 feet above mean sea level at Sandy Hook as established by the National Ocean Survey, which is the local Port Authority Datum for Newark Airport.

Being shown on a plan bearing serial number NA-P24-NJ entitled *THE PORT AUTHORITY OF NEW YORK & NEW JERSEY, LAW DEPARTMENT, REAL ESTATE & ENVIRONMENTAL LAW, NEWARK AIRPORT REDEVELOPMENT PROGRAM LANDSIDE ACCESS, EXCHANGE OF PARCELS WITH THE STATE OF NEW JERSEY & CITY OF NEWARK, IN THE CITY OF NEWARK, COUNTY OF ESSEX, SCALE: 1"=50'*, dated June 15, 1995 and revised to Sept. 14, 1995, filed in the Office of the Secretary of The Port Authority of New York and New Jersey.

TOGETHER WITH those volumes of space for columns, footings and pilings below the lower limiting plane of the above-described volume of space necessary to support the structure or structures to be constructed in the above-described volume of space.

Abutment Parcel

All that parcel of land described as follows:

BEGINNING at a point in the lands of the State of New Jersey having coordinates in the New Jersey State Plane Coordinate System of North 679,885.191 feet and East 2,133,653.832 feet, said point being 480.45 feet easterly measured at right angles to the aforementioned center line of Relocated Route U.S. 1&9 Northbound and Southbound at Station 745+85.13 and running:

1. N75°-25'-56.3"W a distance of 115.40 feet to a point; thence

2. N26°-15'-49.5"W a distance of 25.96 feet to a point on a nontangent curve, to which point a radial line bears S51°-29'-38.1"E; thence

3. Along the arc of a circle curving to the left; having a radius of 1,010.00 feet, a central angle of 12°-51'-21.1" and an arc length of 226.62 feet to a point; thence

4. N18°-37'-31.6"E a distance of 54.66 feet to a point; thence

5. S73°-24'-24.6"E a distance of 67.56 feet to a point on a nontangent curve, to which point a radial line bears S82°-01'-51.1"E; thence

6. Southerly along the arc of a circle curving to the right, having a radius of 9,014.00 feet, a central angle of 1°-20'-08.2" and an arc length of 210.12 feet to a point; thence

7. S34°-42'-40"W a distance of 83.56 feet to the Point and Place of Beginning.

Containing 30,984 square feet or 0.711 acres.

Being shown on a plan bearing serial number NA-P24-NJ entitled *THE PORT AUTHORITY OF NEW YORK & NEW JERSEY, LAW DEPARTMENT, REAL ESTATE & ENVIRONMENTAL LAW, NEWARK AIRPORT REDEVELOPMENT PROGRAM LANDSIDE ACCESS, EXCHANGE OF PARCELS WITH THE STATE OF NEW JERSEY & CITY OF NEWARK, IN THE CITY OF NEWARK, COUNTY OF ESSEX, SCALE: 1"=50'*, dated June 15, 1995 and revised to Sept. 14, 1995, filed in the Office of the Secretary of The Port Authority of New York and New Jersey.

TOGETHER WITH a permanent and perpetual easement over Grantor's adjoining land with men and vehicles for the purpose of construction, reconstruction, maintenance and repair of the structures and associated appurtenances constructed in the Bridge Roadway Easement Space and the Abutment Parcel.

17.

6PHSTF 101571 LFS 050359, LFS LFS amended, 041797 #9-97

FORM OND. 2-0000-2-0-B. 270 Reg Bond

Ordinance
of the
City of Newark, N. J.

No. 6PJ as amended SEP 17 1997 1st Reading

No. ..... Public Hearing

No. 6SAFF OCT 15 1997 2nd and Final Reading

No. ..... Reconsidered

Approved as to Form and Legality on Date Hereinafter Set Forth

Corporation Counsel

Date to Mayor 10-17-97

Date Returned 10-21-97

Date Resubmitted to Council .....

Date Advertised 1st Reading .....

Final Reading .....

Approval conveyed verbally by

Title

Councilmen ..... presents the following Ordinance:

#29721

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SEVENTEENTH SUPPLEMENTAL AGREEMENT WITH THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY WITH RESPECT TO THE NEWARK MARINE AND AIR TERMINALS

WHEREAS, under the date of October 22, 1947, the City of Newark, a municipal corporation of the State of New Jersey (hereafter the "City") as lessor and the Port of New York Authority, now known as the Port Authority of New York and New Jersey, a body corporate and politic formed by Compact between the States of New Jersey and York, with the consent of the Congress of the United States of America (hereafter the "Port Authority") as lessee entered into an Agreement with respect to the Newark Marine and Air Terminals (hereafter the "Original Agreement"); and

WHEREAS, the City and the Port Authority have determined that effectuation of an extension of the Newark International Airport Monorail to a new station on the Northeast Railroad Corridor requires a further amendment of the Original Agreement known as the Seventeenth Supplemental Agreement; and

WHEREAS, the Seventeenth Supplemental Agreement, inter al. provides in consideration of the Port Authority's payment to the City of $1,000,000.00: a) for the City's consent to the Port Authority's acquisition, by means of negotiation or by condemnation or eminent domain, of property interests related to the Monorail Extension and Station Project, including but not limited to a permanent easement in City-owned lands within the Haynes Avenue Bridge Parcel for the construction, reconstruction, operation and maintenance of the Airport Monorail Extension and its appurtenant facilities such as an access road; b) for the City's agreement to transfer and release to the Port Authority all of the City's right, title and interest in the identified property interests to be acquired in connection with the Project; c) for the City's acceptance of a conveyance of the permanent property interests the Port Authority acquires which are for the Monorail and Station; and d) the leasing of such property interests to the Port Authority as part of the Airport Demised Premises and other consideration provided therein.

6PhS+FF 101597

No. 6SoFP

Date OCT 15 1997

NOW, THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF NEWARK, NEW JERSEY:

SECTION 1. The Mayor and City Clerk of the City of Newark be and they hereby are authorized to execute the Seventeenth Supplemental Agreement in the form attached hereto, subject to approval of the Corporation Counsel as to the form thereof, on behalf of the City of Newark.

SECTION 2. All officers, agents and employees of the City of Newark are authorized and directed to take any and all actions necessary for the faithful performance by the City of Newark of its obligations, including but not limited to acceptance of a Deed of property interests and execution of a Lease of such interests to the Port Authority, under the aforesaid Seventeenth Supplemental Agreement.

SECTION 3. An executed copy of the annexed Seventeenth Supplemental Agreement shall be filed with the Office of the City Clerk.

SECTION 4. This Ordinance shall take effect upon publication and final passage in accordance with the laws of the State of New Jersey.

STATEMENT

Passage of this Ordinance will authorize execution of a Seventeenth Supplement Agreement in respect to the Municipal Marine Air Terminals necessary to effectuate the extension of the Airport Monorail to a new station on the Northeast Railroad Corridor.

CERTIFIED TO BY ME THIS
21st DAY OF OCTOBER, 1997.

A:NORD-22.WPD

DO NOT USE SPACE BELOW THIS LINE

RECORD OF COUNCIL VOTE ON FINAL PASSAGE										RECORD OF COUNCIL VOTE FOR RECONSIDERATION									
Council Member	AYE	NAY	NV	AB	Council Member	AYE	NAY	NV	AB	Council Member	AYE	NAY	NV	AB	Council Member	AYE	NAY	NV	AB
BRANCH	✓				QUINTANA	✓				BRANCH					QUINTANA				
CARRINO	✓				RICE	✓				CARRINO					RICE				
CHAMBERS	✓				TUCKER	✓				CHAMBERS					TUCKER				
CRUMP	✓				BRADLEY President	✓				CRUMP					BRADLEY President				
MARTINEZ	✓									MARTINEZ									

✓ - Indicates Vote AB - Absent NV - Not Voting

Adopted on first reading at a meeting of the Council of the City of Newark, N.J., on SEP 17 1997

Adopted on second and final reading after hearing on OCT 15 1997

Approved:
Received by

Mayor

Council President

The Ordinance where adopted now serves as the official ordinance. Certified copies are available

6 PhS+FF 1015

AVIATION DEPT.
FILE COPY

SEVENTEENTH SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of the 26 th day of March, 1998 between THE CITY OF NEWARK, a municipal corporation of the State of New Jersey, hereinafter called the "City", and THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of Congress of the United States of America hereinafter called the "Port Authority".

WITNESSETH:

WHEREAS, under date of October 22, 1947, the City and the Port Authority entered into an Agreement with respect to the Newark Marine and Air Terminals (the "Original Agreement"), providing for the improvement, development, operation and maintenance of the Marine and Air Terminals by the Port Authority at the premises demised thereunder, as described in Section 2 of the Original Agreement and shown on the map attached to the Original Agreement as Exhibit A, as heretofore amended (the "Demised Premises"); and

WHEREAS, under dates of March 11, 1948, July 27, 1949, August 30, 1949, September 21, 1949, May 27, 1953, September 8, 1955, October 5, 1956, April 21, 1958, December 14, 1966, June 30, 1970, February 5, 1975, April 1, 1974, May 16, 1975, June 14, 1984, January 1, 1984, and April 17, 1996, the City and the Port Authority have duly amended, supplemented and extended the Original Agreement; and

WHEREAS, the Federal Aviation Administration has approved an amendment to the Newark International Airport Layout Plan to include the right of way for the extension of the Airport Monorail including a new station to be constructed on the Northeast Railroad Corridor (hereafter the "Project");

WHEREAS, the Port Authority wishes to acquire property interests related to the Project, convey those permanent interests which are for the Monorail and Station to the City pursuant to Section 15 of the Original Agreement and simultaneously lease such property interests back from the City as part of the Airport's enlarged Demised Premises.

Prepared by:

Harry K. Barr

Harry K. Barr
An Attorney at Law
State of New Jersey

Received & Recorded
Register's Office
Essex County, NJ
APR 16, 03:26 PM 98
Carole A. Graves
B98001283104015322

6PhS+FF 1015

NOW, THEREFORE, the City and the Port Authority mutually hereby undertake, promise and agree, each for itself and its successors and assigns as follows in consideration of the Port Authority's payment to the City of Newark of $1,000,000.00 and for the other consideration provided herein:

1. The City consents to the Port Authority's acquisition, by means of negotiation or by condemnation or eminent domain, of the property interests described in Exhibit A attached hereto and made a part hereof, including but not limited to a permanent easement within the Haynes Avenue Bridge Parcel for the construction, reconstruction, operation and maintenance of the Airport Monorail Extension and related facilities such as an Access Road and agrees: a) to transfer and release to the Port Authority all of the City's right, title and interest in such property interests set forth in Exhibit A and b) to assign to the Port Authority the City's right and title to the award or awards to be made in such condemnation action for those properties expressly identified on the attached Exhibit A to this Seventeenth Supplemental Agreement.

2. The Port Authority agrees to promptly convey to the City, pursuant to Section 15 of the Original Agreement, the permanent property interests, other than in Fee Parcels 4C, 4D, and 5 and Easement Parcels 4.5, 4.6 and 4.7, it acquires and the City agrees to accept a Deed thereto, and to forward a copy of the executed Deed to the City Clerk for filing.

3. The City agrees that simultaneously with its receipt of such conveyance, as of the date thereof, the Demised Premises shall be enlarged to include the permanent property interests set forth in Exhibit A with the exception of those in Fee Parcels 4C, 4D and 5 and Easement Parcels 4.5, 4.6 and 4.7 and the Business Administrator and City Clerk are authorized and directed at the time of receipt of such Property interests simultaneously to sign and attest, respectively on behalf of the City a lease agreement in the form attached hereto and made a part hereof as Exhibit B.

4. The change in area of the Demised Premises to be made by the lease contemplated in Section 3 hereof is not intended to nor shall it be construed to modify the terms of the Original Agreement, as heretofore amended, supplemented and extended, with respect to rental payments or other obligations of the Port Authority or with respect to the obligations of the City except as may be provided in this Seventeenth Supplemental Agreement.

5. Monorail Station Access

A. The Port Authority agrees to use its best efforts to obtain the necessary written interpretation, amendment or change of the PFC Funding legislation to allow the Monorail Station to be used for other than "exclusive airport use". The City agrees to cooperate and support such efforts. The provisions of subsections 1 thru 4 of Section 5.B, and of Sections C. and D. below shall continue to apply in any event.

B. The Port Authority, on the following conditions, agrees to provide access, to the City, and to the City's designee if such designee is approved by the Port Authority in advance in writing (hereafter referred to as the "City's designee"), on and across Parcel 4B for the construction, operation, maintenance and replacement of pedestrian accessways and connections to and from the Monorail Station which must limit the use thereof to the exclusive use of airport patrons and airport employees (hereafter referred to as the "pedestrian access"):

1. the pedestrian access will afford grade level and elevated pedestrian accessways and connections to the Monorail Station at locations to be approved, in writing, by the Port Authority to coincide with the redevelopment of the adjacent redevelopment lands;

2. the City agrees to pay, or may require the City's designee to pay, all incremental capital and operating and maintenance costs, if any, attributable to the pedestrian access incurred by the Port Authority and/or its operator of the Monorail Extension and Monorail/Northeast Corridor Station. The Port Authority and the City agree to establish an appropriate methodology to identify such incremental operating and maintenance costs associated with the pedestrian access;

3. Pedestrian access, and the Port Authority's approval of the City's designee, is subject to the Port Authority's approval of financial, legal, operational, engineering and architectural requirements and such approval shall not be unreasonably withheld. Additionally, all FAA requirements, including those relating to PFC eligibility for the Monorail NEC Project, must be satisfied by the design and construction of the pedestrian access. The Port Authority shall use its best efforts to effectuate the pedestrian access including, but not limited to, submitting revised request to the FAA, working with the City on addressing and meeting any objections raised by the FAA to the implementation of such access and any such other cooperation required to provide pedestrian access;

 6Ph S+FF 10/5

4. the City and/or the City's designee, shall provide the Port Authority with the insurance, for any access connection on real estate owned by City or designee, or any easement or right-of-way required for the pedestrian access in appropriate limits, risk assumption, indemnification and defense coverage the Port Authority will require with respect to the pedestrian access consistent with normal business standards and practices;

C. The Port Authority, the City and the City's designee, agree to work together and cooperate in the preparation and execution of the legal documents necessary to effectuate the purposes of this agreement concerning the pedestrian access, it being understood and agreed that the pedestrian access is not intended to, nor does it, transfer or create any interest in real property.

D. Whenever Port Authority consent or approval is required or provided under this Section 5, such approval shall not be unreasonably withheld or delayed. In the event consent or approval is withheld, the Port Authority shall provide written objections within 35 days after receipt of City's request. Upon failure to provide written response with express objections for denial of consent or approval within 35 days then such approval shall be deemed to be granted.

6. Conrail Access Right-of-Way - As part of the development of the Monorail Extension and Station, the Port Authority is arranging for the relocation of certain of the existing access easements benefitting Consolidated Rail Corporation ("Conrail"). In the event Conrail agrees, in lieu of using Parcel 4.5 ("Conrail's non-exclusive access easement") on a permanent basis, to use its existing access easement along the easterly boundary of Block 5088, Lot 126.01, north of the Haynes Avenue Bridge and a new right-of-way easement to be granted by the fee owner to Conrail and running on and within Block 5088, Lot 126.01, in a easterly/westerly direction in the vicinity of International Way, as extended, the Port Authority agrees: (a) to grade and install crushed stone solely on the east/west portion of the relocated Conrail right-of-way on such Block 5088, Lot 126.01 and to release to the fee owner any permanent rights (but not temporary rights) it has acquired within Parcel 4.5, provided the Port Authority is reimbursed any payment it has made for the acquisition of permanent rights within Parcel 4.5. The Port Authority is not responsible and assumes no liability for: (a) any utility relocation; (b) grading and paving with stone the existing north/south easement area (under and/or along the Amtrak poles) nor (c) providing Conrail with any property rights necessary for relocation of Conrail's easement other than within the proposed 40' Conrail non-exclusive access easement area identified as Parcel 4.5.

7. Nothing herein contained shall be deemed or construed to be an undertaking or covenant for the benefit of any third party. Neither the Commissioners of the Port

6PhstFF 1015

Authority, nor officers, agents or employees of the Port Authority or the City, shall be charged personally by either party hereto with any liability or held personally liable under any of the terms or provisions of this agreement or because of its execution or because of any breach or attempted or alleged breach thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ATTEST:

Robert G. Marasco
City Clerk

3-26-98

THE CITY OF NEWARK

Sharpe James
Mayor

Approved as to Form
and Legality:

Michelle Hollar-Gregory
Corporation Counsel

ATTEST:

Daniel Bergstein
Secretary

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By
Robert E. Boyle
Executive Director

Approved as to Form

Jeffrey S. Green
General Counsel

By: Harry K. Barr
Harry K. Barr

P:\WP\DOCS\MISC-97\17TH.SU6

EXHIBIT A

TO

17TH SUPPLEMENTAL AGREEMENT

Revised: September 30, 1997
Revised: September 15, 1997
Revised: August 4, 1997
July 22, 1997
Job No. 8438-1400-DOT

DEED DESCRIPTION

OF A PROPOSED PERMANENT 15.239 METER (50 FOOT) WIDE EASEMENT PARCEL AND TOGETHER WITH TWO (2) 7.619 METER (25 FOOT) WIDE TEMPORARY CONSTRUCTION EASEMENT PARCELS TO BE GRANTED TO THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY BY THE STATE OF NEW JERSEY BEING KNOWN AS NEW JERSEY STATE HIGHWAY ROUTE 1&9 IN THE CITY OF NEWARK ESSEX COUNTY, NEW JERSEY

Deed descriptions of proposed easement parcels situate within lands belonging to the State of New Jersey located between lands of the City of Newark known as Newark International Airport, leased to and operated by the Port Authority of New York and New Jersey to the east and the westerly right of way line of New Jersey State Highway Route No. 1&9 to the west, in the City of Newark, Essex County, New Jersey.

Easement Parcel 1:

Beginning at the point in the westerly line of New Jersey State Highway Route No. 1&9, said point being N 22° 01' 28" E 3.401 meters (11.16 feet) along said westerly line of New Jersey State Highway Route No. 1&9 from its intersection with the dividing line between lands now or formerly belonging to EWR Realty, L.L.C., Lot 26 Block 5090, as shown on the City of Newark Tax Assessment Map, to the north and lands now or formerly belonging to RJB Associates, (Lot 28 in Block 5090), to the south having a New Jersey Plane Coordinate System (NAD-83) value of N 207,226.3388 meters E 176,466.1891 meters (N 679,875.079 feet E 578,956.154 feet) and running; thence

1) Along said westerly line of New Jersey State Highway Route No. 1&9, N 22° 01' 28" E 15.586 meters (51.14 feet) to a point; thence the following two (2) courses across and through lands belonging to the State of New Jersey,

2) Southeasterly along a curve to the right having a radius of 158.482 meters (519.95 feet), for an arc length of 85.150 meters (279.36 feet), the chord of which bears S 64° 05' 28" E 84.129 meters (276.01 feet) to a point of tangency,

3) S 48° 41' 56" E 199.241 meters (653.68 feet) to a point; thence the following three (3) courses along the westerly line of lands belonging to the City of Newark, being known as Newark International Airport, leased to and operated by the Port Authority of New York and New Jersey (Lot 1 in Block 5094),

4) Southerly along a curve to the right having a radius of 1,676.555 meters (5500.50 feet), for an arc length of 9.664 meters (31.71 feet), the chord of which bears S 11° 13' 25" W 9.664 meters (31.71 feet) to a point on curve,

5) N 78° 36' 42" W 6.095 meters (20.00 feet) to a point on curve,

6) Southerly along a curve to the right having a radius of 548.286 meters (1,798.84 feet), for an arc length of 4.417 meters (14.49 feet), the chord of which bears S 11° 34' 26" W 4.417 meters (14.49 feet) to a point on curve; thence the following two (2) courses across and through lands belonging to the State of New Jersey,

7) N 48° 41' 56" W 200.991 meters (659.42 feet) to a point of curvature,

8) Northwesterly along a curve to the left having a radius of 143.243 meters (469.96 feet), for an arc length of 80.073 meters (262.71 feet), the chord of which bears N 64° 42' 47" W 79.034 meters (259.30 feet) to a point on curve in the westerly line of New Jersey State Highway Route No. 1&9, the point and place of beginning.

Containing 4,324.7 square meters (46,548 square feet) or 0.4325 hectares (1 069 acres).

Together with two (2) 7.619 meters (25 foot) wide Temporary Construction Easement Parcels to be granted to the Port Authority of New York and New Jersey, being more particularly described as follows:

Easement Parcel 1.1:

Beginning at the point in the westerly line of New Jersey State Highway Route No. 1&9, said point being N 22° 01' 28" E 3.401 meters (11.16 feet) along said westerly line of New Jersey State Highway Route No. 1&9 from its intersection with the dividing line

between lands now or formerly belonging to EWR Realty, L.L.C. (Lot 26 Block 5090), as shown on the City of Newark Tax Assessment Map, to the north and lands now or formerly belonging to RJB Associates, (Lot 28 in Block 5090) to the south having a New Jersey Plane Coordinate System (NAD-83) value of N 207,226.3388 meters

E 176,466.1891 meters (N 679,875.079 feet E 578,956.154 feet) and running; thence the following two (2) courses across and through lands belonging to the State of New Jersey and along the southwesterly line of a proposed permanent 15.239 meters (50 foot) wide easement parcel to be granted to the Port Authority of New York and New Jersey,

1) Southeasterly along a curve to the right having a radius of 143.243 meters (469.96 feet), for an arc length of 80.073 meters (262.71 feet), the chord of which bears S 64° 42' 47" E 79.034 meters (259.30 feet) to a point of tangency,

2) S 48° 41' 56" E 200.991 meters (659.42 feet) to a point on curve; thence

3) Southerly along the westerly line of lands belonging to the City of Newark, (Lot 1 in Block 5094), being known as Newark International Airport, leased to and operated by the Port Authority of New York and New Jersey; along a curve to the right having a radius of 548.286 meters (1,798.84 feet), for an arc length of 8.715 meters (28.60 feet), the chord of which bears S 12° 15' 36" W 8.715 meters (28.60 feet) thence the following two (2) courses across and through lands belonging to the State of New Jersey,

4) N 48° 41' 56" W 205.222 meters (673.30 feet) to a point of curvature,

5) Northwesterly along a curve to the left having a radius of 135.624 meters (444.96 feet), for an arc length of 77.540 meters (254.40 feet), the chord of which bears N 65° 04' 40" W 76.489 meters (250.95 feet) to a point; thence

6) Along the westerly line of New Jersey State Highway Route No. 1 & 9 N 22° 01' 28" E 7.824 meters (25.67 feet) to a point, the point and place of beginning.

Containing 2,148.0 square meters (23,126 square feet) or 0.2148 hectares (0.531 acres).

Easement Parcel 1.2:

Beginning at the point in the westerly line of New Jersey State Highway Route No. 1&9, said point being N 22° 01' 28" E 18.987 meters (62.30 feet) along said westerly line of New Jersey State Highway Route No. 1&9 from its intersection with the dividing line between lands now or formerly belonging to EWR Realty, L.L.C. (Lot 26 Block 5090), as

shown on the City of Newark Tax Assessment Map, to the north and lands now or formerly belonging to RJB Associates, (Lot 28 in Block 5090), to the south having a New Jersey Plane Coordinate System (NAD-83) value of N 207,243.9402 meters E 176,473.3092 meters (N 679,932.833 feet E 578,979.517 feet) and running; thence

1) Along said westerly line of New Jersey State Highway Route No. 1 & 9, N 22° 01' 28" E 7.769 meters (25.49) feet to a point; thence the following two (2) courses across and through lands belonging to the State of New Jersey,

2) Southeasterly along a curve to the right having a radius of 166.101 meters (544.95 feet), for an arc length of 87.695 meters (287.71 feet), the chord of which bears S 63° 49' 26" E 86.680 meters (284.38 feet) to a point of tangency,

3) S 48° 41' 56" E 194.771 meters (639.01) feet to a point; thence

4) Southerly along the westerly line of lands belonging to the City of Newark, (Lot 1 in Block 5094) being known as Newark International Airport, leased to and operated by the Port Authority of New York and New Jersey along a curve to the right having a radius of 1676.555 meters (5500.50 feet), for an arc length of 8.833 meters (28.98 feet), the chord of which bears S 10° 54' 27" W 8.833 meters (28.98 feet) to a point; thence the following two (2) courses across and through lands belonging to the State of New Jersey and along the northeasterly line of a proposed permanent 15.239 meter (50 foot) wide easement parcel to be granted to the Port Authority of New York and New Jersey,

5) N 48° 41' 56" W 199.241 meters (653.68 feet) to a point of curvature,

6) Northwesterly along a curve to the left having a radius of 158.482 meters (519.95 feet), for an arc length of 85.150 meters (279.36 feet), the chord of which bears N 64° 05' 28" W 84.129 meters (276.01 feet) to a point in the westerly line of New Jersey State Highway Route No. 1&9, the point and place beginning.

Containing 2,166.5 square meters (23,322 square feet) or 0.2167 hectares (0.535 acres).

Subject to existing utilities as shown on this map, and, as may exist which are not shown on this map with, however, the right to relocate such shown and not shown utilities, with the exception of the existing City of Newark 20" and 30" watermains

Deed description refers to map entitled, "Map Showing Easements to be granted to the Port Authority of New York and New Jersey By the State of New Jersey situate within

New Jersey State Highway Route 1&9," prepared by John Zanetakos Associates, Inc., dated: July 22, 1997, revised September 15, 1997 , Job No. 8438-1400-DOT.

All coordinates, bearings and distances are referenced to the New Jersey Plane Coordinate System (NAD-83) as set forth in N.J.S. 51:3-7.

Arthur E. Hanson, Jr.
Professional Engineer and Land Surveyor
New Jersey License No. 19960

Revised: September 30, 1997
Revised: August 4, 1997
July 22, 1997

Job No. 8438-1400-1

DEED DESCRIPTION

**OF A FEE PARCEL OF LAND TO BE ACQUIRED BY
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
FROM
EWR REALTY, L.L.C.
BEING LOT 26 IN BLOCK 5090
IN THE
CITY OF NEWARK
ESSEX COUNTY, NEW JERSEY**

Deed description of a Fee Parcel of land situate along the westerly side of New Jersey State Highway Route No. 1&9, between Haynes Avenue and McClellan Street, in the City of Newark, Essex County, New Jersey.

Fee Parcel 1:

Beginning at the point of intersection formed by the dividing line between lands belonging to EWR Realty, L.L.C., being known as Lot 26 in Block 5090 as shown on the City of Newark Tax Assessment Map, to the north and lands now or formerly belonging to RJB Associates, being known as Lot 28 in Block 5090 (Tax Map), to the south, with the westerly right of way line of New Jersey State Highway Route No. 1&9, having a New Jersey Plane Coordinate System (NAD-83) value of N 207,223.1869 meters E 176.464 9139 meters (N 679,864.738 feet E 578,951.971 feet) and running: thence

1) Along said dividing line between lands belonging to EWR Realty, L.L.C. (Lot 26 in Block 5090) and lands now or formerly belonging to RJB Associates (Lot 28 in Block 5090) to a corner common to lands belonging to EWR Realty, L.L.C. (Lot 26 in Block 5090), lands now or formerly belonging to RJB Associates (Lot 28 in Block 5090), and lands now or formerly belonging to Ascor, Inc. (Lot 8 in Block 5090), S 84° 08' 28" W 100.532 meters (329.83 feet), thence

2) Along the dividing line between lands belonging to EWR Realty, L.L.C. (Lot 26 in Block 5090) and lands now or formerly belonging to Ascor, Inc. (Lot 8 in Block 5090) to a corner common to lands belonging to EWR Realty, L.L.C. (Lot 26 in Block 5090), lands now or formerly belonging to Ascor, Inc. (Lot 8 in Block 5090) and lands now or formerly belonging to Charles M. Weinberg (Lot 20 in Block 5090), N 10° 08' 02" W 67.538 meters (221.58 feet); thence

3) Along the dividing line between lands belonging to EWR Realty, L.L.C. (Lot 26 in Block 5090) and lands now or formerly belonging to Charles M. Weinberg (Lot 20 in Block 5090) to a point in the westerly right of way line of New Jersey State Highway Route No. 1&9, N 84° 08' 28" E 141.201 meters (463.26 feet); thence

4) Along said westerly right of way line of New Jersey State Highway Route No. 1&9 S 22° 01' 28" W 76.193 meters (249.98 feet) to a point, the point and place of beginning.

Containing 8,140.4 square meters (87,622 square feet) or 0.8140 hectares (2.012 acres).

Subject to existing utilities as shown on this map, and, as may exist which are not shown on this map with, however, the right to relocate such shown and not shown utilities with the exception of the existing City of Newark Drainage Facilities.

Deed description refers to map entitled, "Map Showing Fee Parcel to be Acquired by the Port Authority of New York and New Jersey from EWR Realty, L.L.C. situate within Lot 26 in Block 5090, City of Newark, Essex County, New Jersey," prepared by John Zanetakos Associates, Inc., dated: July 22, 1997, revised: August 4, 1997, Job No. 8438-1400-1.

All coordinates, bearings and distances are referenced to the New Jersey Plane Coordinate System (NAD-83) as set forth in N.J.S. 51:3-7.

Arthur E. Hanson, Jr.
Professional Engineer and Land Surveyor
New Jersey License No. 19960

Revised: September 30, 1997
Revised: August 4, 1997
July 22, 1997

Job No. 8438-1400-2

DEED DESCRIPTION

**OF A FEE PARCEL OF LAND TO BE ACQUIRED BY
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
FROM
ASCOR, INC.
BEING A PART OF LOT 8 IN BLOCK 5090
IN THE
CITY OF NEWARK
ESSEX COUNTY, NEW JERSEY**

Deed description of a Fee Parcel of land situate west of New Jersey State Highway Route No. 1&9, between Haynes Avenue and McClellan Street, in the City of Newark, Essex County, New Jersey.

Fee Parcel 2:

Beginning at the corner common to lands belonging to Ascor, Inc., being known as Lot 8 in Block 5090 as shown on the City of Newark Tax Assessment Map, lands now or formerly belonging to EWR Realty, L.L.C., being Lot 26 in Block 5090 and lands now or formerly belonging to RJB Associates, being Lot 28 in Block 5090, said point of beginning also being S 84° 08' 28" W 100.532 meters (329.83 feet) along the dividing line between lands now or formerly belonging to EWR Realty, L.L.C. (Lot 26 in Block 5090) to the north and lands now or formerly belonging to RJB Associates (Lot 28 in Block 5090) to the south from its intersection with the westerly line of New Jersey State Highway Route No. 1&9 and said point of beginning having New Jersey Plane Coordinate System (NAD-83) values of N 207,212.9248 meters E 176,364.9073 meters (N 679,831.070 ft. E 578,623.866 ft.) and running; thence the following two (2) courses along the dividing line between said lands belonging to Ascor, Inc. (Lot 8 in

Block 5090) and said lands now or formerly belonging to RJB Associates (Lot 28 in Block 5090),

1) S 84° 31' 58" W 14.215 meters (46.64 feet) to a point,

2) S 00° 24' 02" E 16.805 meters (55.13 feet) to a point in the northerly line of lands now or formerly belonging to Anheuser-Busch, Inc. (Lot 44 in Block 5090),

3) Along the dividing line between lands belonging to Ascor, Inc. (Lot 8 in Block 5090) and lands now or formerly belonging to Anheuser-Busch, Inc. (Lot 44 in Block 5090), to a point in the easterly right of way line of Bessemer Street (6.095 meters / 20' wide), N 85° 49' 37" W 115.140 meters (377.76 feet), thence

4) Along the said easterly right of way line of Bessemer Street, (6.095 meters / 20' wide) N 05° 48' 41" W 6.187 meters (20.30 feet) to a point; thence the following two (2) courses across and through lands belonging to Ascor, Inc. (Lot 8 in Block 5090),

5) S 85° 49' 37" E 14.489 meters (47.54 feet) to a point,

6) N 69° 24' 23" E 116.000 meters (380.58 feet) to a point in the westerly line of lands now or formerly belonging to EWR Realty, L.L.C. (Lot 26 in Block 5090),

7) Along the dividing line between lands belonging to Ascor, Inc. (Lot 8 in Block 5090) and lands now or formerly belonging to EWR Realty, L.L.C. (Lot 26 in Block 5090) to a point in the northerly line of lands now or formerly belonging to RJB Associates (Lot 28 in Block 5090) S 10° 08' 02" E 36.698 meters (120.40 feet), the point of beginning.

Containing 3,380.6 square meters (36,388 square feet) or 0.3381 hectares (0.835 acres).

Subject to existing utilities which may exist which are not shown on this map, with, however the right to relocate such utilities.

Subject to an existing 3.048 meters (10 foot wide) Sanitary Sewer Easement granted to the City of Newark and recorded in Deed Book 4929, Page 82 and being more particularly described as follows:

Beginning at the point of beginning of the above described parcel and running; thence

1) Along the first course of the above described parcel S 84° 31' 58" W 3.057 meters (10.03 feet) to a point; thence

2) N 10° 08' 02" W 35.884 meters (117.73 feet) to a point; thence

3) Along the sixth course of the above described parcel N 69° 24' 23" E 3.100 meters (10.17 feet) to a point; thence

4) Along the seventh course of the above described parcel S 10° 08' 02" E 36.698 meters (120.40 feet) to a point, the point and place of beginning.

Subject to additional existing utilities as shown on this map, and, as may exist which are not shown on this map with, however, the right to relocate such shown and not shown utilities.

Deed description refers to map entitled, "Map Showing Fee Parcel to be Acquired by the Port Authority of New York and New Jersey from Ascor, Inc. situate within Lot 8 in Block 5090, City of Newark, Essex County, New Jersey," prepared by John Zanetakos Associates, Inc., dated: July 22, 1997, revised: August 4, 1997, Job No. 8438-1400-2

All coordinates, bearings and distances are referenced to the New Jersey Plane Coordinate System (NAD-83) as set forth in N.J.S. 51:3-7.

Arthur E. Hanson, Jr.
Professional Engineer and Land Surveyor
New Jersey License No. 19960

Revised: September 30, 1997
Revised: August 4, 1997
July 22, 1997
Job No. 8438-1400-3

DEED DESCRIPTION

OF A FEE PARCEL OF LAND TOGETHER WITH TWO (2) TEMPORARY CONSTRUCTION EASEMENT PARCELS TO BE ACQUIRED BY THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY FROM ANHEUSER-BUSCH, INC. BEING A PART OF LOT 44 IN BLOCK 5090 IN THE CITY OF NEWARK ESSEX COUNTY, NEW JERSEY

Deed descriptions of a Fee Parcel of land together with two (2) temporary construction easement parcels situate west of New Jersey State Highway Route No. 1&9, between Haynes Avenue and McClellan Street, in the City of Newark, Essex County, New Jersey

Fee Parcel 3:

Beginning at a point in the dividing line between lands belonging to Anheuser-Busch, Inc. being Lot 44 in Block 5090 as shown on the City of Newark Tax Assessment Map, to the south, and lands now or formerly belonging to Ascor, Inc. being Lot 8 in Block 5090 (Tax Map) to the north, said point of beginning being along said dividing line between lands of Anheuser-Busch, Inc. (Lot 44 in Block 5090) and lands now or formerly of Ascor, Inc. (Lot 8 in Block 5090) and lands now or formerly belonging to RJB Associates (Lot 28 in Block 5090), N 85° 49' 37" W 45.646 meters (149.76 feet) from a corner common to said lands belonging to Anheuser-Busch, Inc. (Lot 44 in Block 5090), lands now or formerly belonging to Ascor, Inc. (Lot 8 in Block 5090) and lands now or formerly belonging to RJB Associates (Lot 28 in Block 5090) having New Jersey Plane Coordinate System (NAD-83) values of N 207,197 5835 meters

E 176, 312.2547 meters (N 679,780.738 feet E 578,451.122 feet) and running; thence the following four (4) courses across and through said lands belonging to Anheuser-Busch, Inc. (Lot 44 in Block 5090),

1) S 74° 38' 47" W 118.496 meters (388.76 feet) to a point,

2) S 60° 34' 41" W 74.349 meters (243.93 feet) to a point,

3) N 65° 48' 05" W 86.034 meters (282.26 feet) to a point,

4) N 53° 03' 17" W 31.419 meters (103.08 feet) to a point in the easterly line of lands now or formerly belonging to Hartz Mountain Industries, Inc. (Lot 1.01 in Block 5090); thence

5) Along the dividing line between lands belonging to Anheuser-Busch, Inc. (Lot 44 in Block 5090) and lands now or formerly belonging to Hartz Mountain Industries, Inc. (Lot 1.01 in Block 5090) N 28° 56' 23" E 52.552 meters (172.41 feet) to a point in the southerly line of lands now or formerly belonging to the City of Newark (Lot 5 in Block 5090); thence

6) Along the dividing line between lands belonging to Anheuser-Busch, Inc. (Lot 44 in Block 5090) and lands now or formerly belonging to the City of Newark (Lot 5 in Block 5090), S 68° 42' 37" E 69.183 meters (226.98 feet) to a point; thence

7) Still along said dividing line between lands belonging to Anheuser-Busch, Inc. (Lot 44 in Block 5090) and lands now or formerly belonging to the City of Newark (Lot 5 in Block 5090) and along a portion of the southerly terminus of Bessemer Street (6.905 meters / 20' wide), S 89° 19' 37" E 113.375 meters (371.97 feet) to a point; thence

8) Still along a portion of the southerly terminus of Bessemer Street (6.905 meters / 20' wide) and along the said dividing line between lands belonging to Anheuser-Busch, Inc. (Lot 44 in Block 5090) and lands now or formerly belonging to Ascor, Inc. (Lot 8 in Block 5090) S 85° 49' 37" E 79.561 meters (261.03 feet) to a point, the point and place of beginning.

Containing 11,999.5 square meters (129,161 square feet) or 1.1999 hectares (2.965 acres).

Together with two (2) Temporary Construction Easement Parcels to be granted to the Port Authority of New York and New Jersey, being more particularly described as follows:

Easement Parcel 3.1:

Beginning at the corner common to lands now or formerly belonging to Hartz Mountain Industries, Inc. (Lot 1.01 in Block 5090), lands belonging to Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090) and lands to be acquired by the Port Authority of New York and New Jersey from Anheuser-Busch, Inc., (Part of Lot 44 in Block 5090) said point being S 28° 56' 23" W 52.552 meters (172.41 feet) along the dividing line between lands to be acquired by the Port Authority of New York and New Jersey from Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090) and lands now or formerly belonging to Hartz Mountain Industries, Inc. (Lot 1.01 in Block 5090) from the northwesterly corner of said lands to be acquired by the Port Authority of New York and New Jersey from Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090) having a New Jersey Plane Coordinate System (NAD-83) value of N 207,183.8343 meters E 176, 029.6464 meters (N 679,735.634 feet E 577,523.922 feet) and running; thence

1) Along the southwesterly line of lands to be acquired by the Port Authority of New York and New Jersey from Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090) S 53° 03' 17" E 31.419 meters (103.08 feet) to a point; thence

2) Across and through lands belonging to Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090), N 67° 15' 45" W 31.294 meters (102.67 feet) to a point; thence

3) Along the dividing line between lands belonging to Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090)and lands now or formerly belonging to Hartz Mountain Industries, Inc. (Lot 1.01 in Block 5090) N 28° 56' 23" E 7.756 meters (25.45 feet) to a point, the point and place of beginning.

Containing 120.7 square meters (1,299 square feet) or 0.021 hectares (0.030 acres).

Easement Parcel 3.2:

Beginning at a point in the northerly line of lands belonging to Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090), said point being N 85° 49' 37" W 22.849 meters (74.96 feet) along said northerly line of lands belonging to Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090) from the northeasterly corner of said lands belonging to Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090) having a New Jersey Plane Coordinate System (NAD-83) value of N 207,195.9246 meters E 176, 334.9913 meters (N 679,775.296 feet E 578,525.714 feet) and running; thence

1) Across and through lands belonging to Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090) S 74° 38' 47" W 170.386 meters (559.01 feet) to a point; thence the following two (2) courses along the southerly line of lands to be acquired by the Port Authority of New York and New Jersey from Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090).

2) N 60° 34' 41" E 31.346 meters (102.84 feet) to a point.

3) N 74° 38' 47" E 118.496 meters (388.76 feet) to a point; thence

4) Along said northerly line of lands belonging to Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090) S 85° 49' 37" E 22.797 meters (74.79 feet) to a point, the point and place of beginning.

Containing 1,100.6 square meters (11,847 square feet) or 0.1101 hectares (0.272 acres).

Fee Parcel 3 is subject to the following easements:

Subject to a proposed non-exclusive (6.095 meters / 20 foot) wide surface access easement to be granted to Anheuser-Busch, Inc. being more particularly described as follows:

Beginning at the terminus of the seventh course of the aforementioned Fee Parcel of land to be acquired by the Port Authority of New York and New Jersey from Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090), said point being N 85° 49' 37" W 125.207 meters (410.79 feet) along the northerly line of lands belonging to Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090) from the northeasterly corner of said lands belonging to Anheuser-Busch, Inc. (Part Lot 44 in Block 5090) having a New Jersey Plane Coordinate System (NAD-83) value of N 207,203.3731 meters E 176, 232.9046 meters (N 679,799.733 feet E 578,190.784 feet) and running; thence

1) Along a portion of the southerly terminus of Bessemer Street (6.095 meters / 20' wide) S 85° 49' 37" E 3.145 meters (10.32 feet) to a point; thence the following three (3) courses across and through lands to be acquired by the Port Authority of New York and New Jersey from Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090),

2) S 05° 48' 41" E 4.413 meters (14.48 feet) to a point of curvature,

3) Southwesterly along a curve to the right having a radius of 25.906 meters (84.99 feet), for an arc length of 30.018 meters (98.48 feet), the chord of which bears S 27° 23' 00" W 28.365 meters (93.06 feet) to a point of tangency,

4) S 60° 34' 41" W 1.460 meters (4.79 feet) to a point; thence

5) Along the southerly line of lands to be acquired by the Port Authority of New York and New Jersey from Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090), S 74° 38' 47" W 25.077 meters (82.27 feet) to a point; thence the following three (3) courses across and through lands to be acquired by the Port Authority of New York and New Jersey from Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090),

6) N 60° 34' 41" E 25.784 meters (84.59 feet) to a point of curvature,

7) Northerly along a curve to the left having a radius of 19.810 meters (64.99 feet), for an arc length of 22.955 meters (75.31 feet), the chord of which bears N 27° 23' 00" E 21.691 meters (71.16 feet) to a point of tangency,

8) N 05° 48' 41" W 5.300 meters (17.39 feet) to a point in the southerly terminus of Bessemer Street (6.095 meters / 20 feet wide); thence

9) Along a portion of the southerly terminus of said Bessemer Street (6.095 meters / 20 feet wide) S 89° 19' 37" E 3.017 meters (9.90 feet) to a point, the point and place of beginning.

Subject to an existing easement granted to the City of Newark for the Southside Interceptor (sanitary sewer), being more particularly described as follows:

Beginning at the corner common to lands to be acquired by the Port Authority of New York and New Jersey from Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090), lands now or formerly belonging to the City of Newark (Lot 5 in Block 5090) and lands now or formerly belonging to Hartz Mountain Industries, Inc. (Lot 1.01 in Block 5090), said corner also being the terminus of the fifth course of the aforementioned Fee Parcel of land to be acquired by the Port Authority of New York and New Jersey from Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090) having a New Jersey Plane Coordinate System (NAD-83) value of N 207,229.8241 meters E 176,055.0757 meters (N 679,886.515 feet E 577,607.440 feet) and running: thence

1) Along the dividing line between lands to be acquired by the Port Authority of New York and New Jersey from Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090), and lands now or formerly belonging to the City of Newark (Lot 5 in Block 5090), S 68° 42' 37" E 14.873 meters (48.80 feet) to a point; thence

2) Across and through lands to be acquired by the Port Authority of New York and New Jersey from Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090), S 30° 05' 52" W 56.456 meters (185.22 feet) to a point; thence

3) Along the southwesterly line of said lands to be acquired by the Port Authority of New York and New Jersey from Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090), N 53° 03' 17" W 13.733 meters (45.06 feet) to a point; thence

4) Along the dividing line between lands to be acquired by the Port Authority of New York and New Jersey from Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090), and lands now or formerly belonging to Hartz Mountain Industries, Inc. (Lot 1.01 in Block 5090) N 28° 56' 23" E 52.552 meters (172.41 feet) to a point, the point and place of beginning.

Subject to additional existing utilities as shown, and as may exist which are not shown on this map with, however, the right to relocate such shown and not shown utilities

Deed description refers to map entitled, "Map Showing Fee Parcel to be Acquired by the Port Authority of New York and New Jersey from Anheuser-Busch, Inc. situate within Lot 44 in Block 5090" prepared by John Zanetakos Associates, Inc., dated: July 22, 1997, revised: August 4, 1997, Job No. 8438-1400-3.

All coordinates, bearings and distances are referenced to the New Jersey Plane Coordinate System (NAD-83) as set forth in N.J.S. 51:3-7.

Arthur E. Hanson, Jr.
Professional Engineer and Land Surveyor
New Jersey License No. 19960

Revised: September 30, 1997
Revised: September 26, 1997
Revised: September 11, 1997
Revised: September 2, 1997
Revised: August 4, 1997
July 22, 1997
Job No. 8438-1400-4

DEED DESCRIPTION

**OF FEE PARCELS AND EASEMENT PARCELS
TO BE ACQUIRED BY
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
FROM
HARTZ MOUNTAIN INDUSTRIES, INC.
BEING A PART OF LOT 126.01 IN BLOCK 5088
AND A PART OF LOT 1.01 IN BLOCK 5090
IN THE
CITY OF NEWARK
ESSEX COUNTY, NEW JERSEY**

Deed description of Fee Parcels and Easement Parcels situate north and south of the Haynes Avenue Parcel, also known as Haynes Avenue, in the City of Newark, Essex County, New Jersey.

Fee Parcel 4A:

Beginning at the point in the southerly line of the Haynes Avenue Parcel, said point being the following seven (7) courses along said southerly line of the Haynes Avenue Parcel from its intersection with the dividing line, if extended southerly across and through the Haynes Avenue Parcel, between lands belonging to Hartz Mountain Industries, Inc. being known as Lot 1.01 in Block 5090 as shown on the City of Newark Tax Assessment Map, to the west and lands now or formerly belonging to 146 Haynes Corporation being known as Lot 132 in Block 5088 (Tax Map) to the east, said point of beginning having New Jersey Plane Coordinate System (NAD-83) values of N 207,477 4969 meters E 176,089.4447 meters (N 680,699.088 feet E 577,720 120 feet) and running,

a) S 85° 54' 49" W 70.713 meters (232.00 feet) to a point,

b) S 31° 32' 59" W 1.012 meters (3.32 feet) to a point,
c) S 85° 54' 49" W 47.352 meters (155.36 feet) to a point,
d) S 04° 05' 11" E 1.981 meters (6.50 feet) to a point,
e) S 85° 54' 49" W 7.619 meters (25.00 feet) to a point,
f) N 04° 05' 11" W 1.981 meters (6.50 feet) to a point,
g) S 85° 54' 49" W 61.555 meters (201.95 feet) to the point of beginning and running; thence the following seven (7) courses across and through lands belonging to Hartz Mountain Industries, Inc. (Lot 1.01 in Block 5090) to a point in the dividing line between lands belonging to Hartz Mountain Industries, Inc. (Lot 1.01 in Block 5090) and lands now or formerly of Anheuser-Busch, Inc. (Lot 44 in Block 5090),

1) S 24° 13' 57" W 7.708 meters (25.29 feet) to a point of curvature,

2) Southwesterly along a curve to the right having a radius of 103.013 meters (337.97 feet), for an arc length of 25.659 meters (84.18 feet), the chord of which bears S 31° 22' 07" W 25.595 meters (83.97 feet) to a point of reverse curvature,

3) Southerly along a curve to the left having a radius of 88.384 meters (289.97 feet), for an arc length of 24.619 meters (80.77 feet), the chord of which bears S 32° 31' 29" W 24.540 meters (80.51 feet) to a point of tangency,

4) S 22° 32' 41" W 121.693 meters (399.25 feet) to a point of curvature,

5) Southeasterly along a curve to the left having a radius of 60.954 meters (199.98 feet), for an arc length of 20.023 meters (65.69 feet), the chord of which bears S 13° 08' 01" W 19.935 meters (65.40 feet) to a point of compound curvature,

6) Southeasterly along a curve to the left having a radius of 117.947 meters (386.96 feet), for an arc length of 58.833 meters (193.02 feet), the chord of which bears S 10° 34' 03" E 58.227 meters (191.03 feet) to a point of compound curvature,

7) Southeasterly along a curve to the left having a radius of 110.328 meters (361.97 feet), for an arc length of 39.023 meters (128.03 feet), the chord of which bears S 34° 59' 26" E 38.822 meters (127.37 feet) to a point,

8) Along said dividing line between lands belonging to Hartz Mountain Industries, Inc. (Lot 1.01 in Block 5090) and lands now or formerly of Anheuser-Busch, Inc. (Lot 44 in Block 5090) S 28° 56' 23" W 26.043 meters (85.44 feet) to a point; thence the following three (3) courses across and through lands belonging to Hartz Mountain Industries, Inc. (Lot 1.01 in Block 5090) to a point in the southerly line of the Haynes Avenue Parcel,

9) Northerly along a curve to the right having a radius of 137.148 meters (449.96 feet), for an arc length of 170.761 meters (560.24 feet), the chord of which bears N 13° 07' 28" W 159.945 meters (524.75 feet) to a point,

10) N 64° 16' 03" W 3.755 meters (12.32 feet) to a point,

11) N 24° 13' 57" E 146.340 meters (480.12 feet) to a point, thence the following five (5) courses along said southerly line of the Haynes Avenue Parcel,

12) N 85° 54' 49" E 19.298 meters (63.31 feet) to a point,

13) S 23° 36' 59" W 7.924 meters (26.00 feet) to a point,

14) S 66° 23' 01" E 4.319 meters (14.17 feet) to a point,

15) N 25° 36' 23" E 10.387 meters (34.08 feet) to a point,

16) N 85° 54' 49" E 14.958 meters (49.08 feet) to a point, the point and place of beginning.

Containing 8,740.4 square meters (94,090 square feet) or 0.8740 hectares (2.160 acres).

Fee Parcel 4B:

Beginning at the point in the northerly line of the Haynes Avenue Parcel, said point being along said northerly line of the Haynes Avenue Parcel S 85° 54' 49" W 168.451 meters (552.66 feet) from its intersection with the dividing line between lands now or formerly belonging to Hartz Mountain Industries, Inc. being known as part of Lot 1.01 in Block 5090 as shown on the City of Newark Tax Assessment Map, to the west and lands now or formerly belonging to 146 Haynes Corporation, being known as Lot 132 in Block 5088 (Tax Map) to the east, said point of beginning having New Jersey Plane Coordinate System (NAD-83) values of N 207,499.8405 meters E 176,102.8437 meters (N 680,772.393 feet E 577,764.081 feet) and running; thence

1) Along the northerly line of the Haynes Avenue Parcel S 85° 54' 49" W 42.991 meters (141.05 feet) to a point, thence the following seventeen (17) courses across and through lands belonging to Hartz Mountain Industries, Inc. (Lot 126 01 in Block 5088 and Lot 1.01 in Block 5090)

2) Northeasterly along a curve to the right having a radius of 914.318 meters (2999 73 feet), for an arc length of 45.542 meters (149.42 feet), the chord of which bears N 25° 56' 08" E 45.542 meters (149.42 feet) to a point of tangency

3) N 27° 21' 45" E 42.382 meters (139 05) to a point of curvature.

4) Northeasterly along a curve to the left having a radius of 463.255 meters (1519.86 feet), for an arc length of 25.177 meters (82.60 feet), the chord of which bears N 25° 48' 20" E 25.174 meters (82.59 feet) to a point of tangency,

5) N 24° 14' 55" E 260.651 meters (855.15 feet) to a point of curvature,

6) Northeasterly along a curve to the right having a radius of 914.318 meters (2999.73 feet), for an arc length of 44.802 meters (146.99 feet), the chord which bears N 25° 39' 08" E 44.795 meters (146.97 feet) to a point of tangency,

7) N 27° 03' 22" E 22.041 meters (72.31 feet) to a point of curvature,

8) Northeasterly along a curve to the left having a radius of 463.255 meters (1519.86 feet), for an arc length of 22.827 meters (74.89 feet), the chord of which bears N 25° 38' 39" E 22.827 meters (74.89 feet) to a point of tangency,

9) N 24° 13' 57" E 54.149 meters (177.65 feet) to a point,

10) S 65° 46' 03" E 6.095 meters (20.00 feet) to a point,

11) S 24° 13' 57" W 112.699 meters (369.75 feet) to a point,

12) S 65° 46' 03" E 13.245 meters (43.46 feet) to a point of curvature,

13) Southeasterly along a curve to the right having a radius of 23.163 meters (75.99 feet), for an arc length of 47.653 meters (156.34 feet), the chord of which bears S 06° 49' 47" E 39.683 meters (130.19 feet) to a point of reverse curvature,

14) Southwesterly along a curve to the left having a radius of 32.001 meters (104.99 feet), for an arc length of 15.569 meters (51.08 feet), the chord of which bears S 38° 10' 13" W 15.416 meters (50.58 feet) to a point of tangency,

15) S 24° 13' 57" W 126.376 meters (414.62 feet) to a point of curvature,

16) Southwesterly along a curve to the right having a radius of 67.964 meters (222.98 feet), for an arc length of 17.172 meters (56.34 feet), the chord of which bears S 31° 28' 15" W 17.126 meters (56.19 feet) to a point of reverse curvature,

17) Southwesterly along a curve to the left having a radius of 103.623 meters (339.97 feet), for an arc length of 26.182 meters (85.90 feet), the chord of which bears S 31° 28' 15" W 26.112 meters (85.67 feet) to a point of tangency,

18) S 24° 13' 57" W 166.095 meters (544.93 feet) to a point, the point and place of beginning.

Containing 15,326.4 square meters (164,977 square feet) or 1.5326 hectares (3.787 acres).

Parcel 4C:

The Port Authority of New York and New Jersey is acquring all the right, title and interest of The City of Newark in the following described parcel:

Beginning at the point of the southerly line of the Haynes Avenue Parcel, said point being the following eleven (11) courses along said southerly line of the Haynes Avenue Parcel from its intersection with the dividing line, if extended southerly across and through the Haynes Avenue Parcel, between lands belonging to Hartz Mountain Industries, Inc. being known as Lot 1 in Block 5090 as shown on the City of Newark Tax Assessment Map, to the west and lands now or formerly belonging to 146 Haynes Corporation being known as Lot 132 in Block 5088 (Tax Map) to the east, said point of beginning having New Jersey Plane Coordinate System (NAD-83) values of N 207,474.0385 meters E 176,041.0307 meters (N 680,687.742 feet E 577,561.284 feet) and running,

a) S 85° 54' 49" W 70.713 meters (232.00 feet) to a point,
b) S 31° 32' 59" W 1.012 meters (3.32 feet) to a point,
c) S 85° 54' 49" W 47.352 meters (155.36 feet) to a point,
d) S 04° 05' 11" E 1.981 meters (6.50 feet) to a point,
e) S 85° 54' 49" W 7.619 meters (25.00 feet) to a point,
f) N 04° 05' 11" W 1.981 meters (6.50 feet) to a point,
g) S 85° 54' 49" W 76.513 meters (251.03 feet) to a point,
h) S 25° 36' 23" W 10.387 meters (34.08 feet) to a point,
i) N 66° 23' 01" W 4.319 meters (14.17 feet) to a point,
j) N 23° 36' 59" E 7.924 meters (26.00 feet) to a point,
k. S 85° 54' 49" W 28.294 meters (92.82 feet) to the point of beginning and running: thence

Block 5090) to a point in the dividing line between said lands of Hartz Mountain Industries, Inc. (Lot 1 in Block 5090) and lands now or formerly of Consolidated Rail Corporation S 24° 13' 57" W 288.401 meters (946.20 feet), thence the following three (3) courses along said dividing line between lands of Hartz Mountain Industries, Inc. (Lot 1 in Block 5090) and lands now or formerly of Consolidated Rail Corporation to a point in the southerly line of the Haynes Avenue Parcel,

2) N 16° 16' 21" E 5.489 meters (18.01 feet) to a point,

3) N 21° 59' 48" E 158.076 meters (518.62 feet) to a point,

4) N 24° 15' 45" E 121.312 meters (398.00 feet) to a point,

5) N 85° 54' 49" E 7.79' meters (25.58 feet) along said southerly line of the Haynes Avenue Parcel to a point, the point and place of beginning.

Containing 1,458.4 square meters (15,698 square feet) or 0.1458 hectares (0.360 acres).

Parcel 4D:

The Port Authority of New York and New Jersey is acquiring all the right, title and interest of The City of Newark in the following described parcel:

Beginning at the point in the northerly line of the Haynes Avenue Parcel, said point being along said northerly line of the Haynes Avenue Parcel S 85° 54' 49" W 220.450 meters (723.26 feet) from its intersection with the dividing line between lands now or formerly belonging to Hartz Mountain Industries, Inc. being known as part of Lot 1 in Block 5090 as shown on the City of Newark Tax Assessment Map, to the west and lands now or formerly belonging to 146 Haynes Corporation, being known as Lot 132 in Block 5088 (Tax Map) to the east, said point of beginning having New Jersey Plane Coordinate System (NAD-83) values of N 207,496.1350 meters E 176,050.9768 meters (N 680,760.235 feet E 577,593.915 feet) and running; thence

1) Along the northerly line of the Haynes Avenue Parcel to a point in the dividing line between lands belonging to Hartz Mountain Industries, Inc. (Part of Lot 1 in Block 5090) and lands now or formerly belonging to Consolidated Rail Corporation S 85° 54' 49" W 7.782 meters (25.53 feet); thence the following six (6) courses along said dividing line between lands belonging to Hartz Mountain Industries, Inc. (Part of Lot 1 in Block 5090 and Lot 126.01 in Block 5088) and lands now or formerly of Consolidated Rail Corporation,

2) N 24° 15' 45" E 123.143 meters (404.01 feet) to a point,

3) N 18° 53' 51" E 43.771 meters (143.61 feet) to a point,

4) N 24° 37' 20" E 377.074 meters (1237.12 feet) to a point,

5) N 24° 08' 08" E 123.750 meters (406.00 feet) to a point,

6) N 23° 19' 25" E 179.877 meters (590.15 feet) to a point,

7) N 24° 17' 17" E 11.837 meters (38.84 feet) to a point; thence

8) Easterly along a curve to the left having a radius of 814.962 meters (2673.76 feet), for an arc length of 17 049 meters (55 93 feet), the chord of which bears N 79°14' 45" E 17 049 meters (55.93 feet) to a point on curve, thence the following sixteen (16) courses across and through lands belonging to Hartz Mountain Industries, Inc..

9) S 24° 13' 57" W 92.873 meters (304 70 feet) to a point,

10) N 65° 46' 03" W 2.737 meters (8.98 feet) to a point,

11) S 24° 13' 57" W 34.433 meters (112.97 feet) to a point,

12) S 65° 46' 03" E 2.737 meters (8.98 feet) to a point,

13) S 24° 13' 57" W 296.032 meters (971.23 feet) to a point,

14) S 31° 23' 18" W 26.238 meters (86.08 feet) to a point of curvature,

15) Southwesterly along a curve to the left having a radius of 246.561 meters (808.93 feet), for an arc length of 30.813 meters (101.09 feet), the chord of which bears S 27° 48' 31" W 30.791 meters (101.02 feet) to a point of tangency,

16) S 24° 13' 43" W 139.882 meters (458.93 feet) to a point of curvature,

17) Southeasterly along a curve to the left having a radius of 307.516 meters (1008.91 feet), for an arc length of 26.000 meters (85.30 feet), the chord of which bears S 21° 48' 24" W 25.991 meters (85.27 feet) to a point of tangency,

18) S 19° 23' 04" W 49.775 meters (163.31 feet) to a point of curvature,

19) Southwesterly along a curve to the right having a radius of 307.516 meters (1008.91 feet), for an arc length of 26.000 meters (85.30 feet), the chord of which bears S 21° 48' 24" W 25.991 meters (85.27 feet) to a point of tangency,

20) S 24° 13' 43" W 24.418 meters (80.11 feet) to a point of curvature,

21) Southwesterly along a curve to the right having a radius of 914.318 meters (2999.73 feet), for an arc length of 51.488 meters (168.92 feet), the chord of which bears S 25° 50' 31" W 51.482 meters (168.90 feet) to a point of tangency,

22) S 27° 27' 18" W 29.106 meters (95.49 feet) to a point of curvature,

23) Southwesterly along a curve to the left having a radius of 487.636 meters (1599.85 feet), for an arc length of 27.426 meters (89.98 feet), the chord of which bears S 25° 50' 38" W 27.423 meters (89.97 feet), to a point of tangency.

24) S 24° 13' 57" W 11.444 meters (37.55 feet) to a point, the point and place of beginning.

Containing 8,834.9 square meters (95,098 square feet) or 0.8835 hectares (2.183 acres)

Fee Parcel 4E:

Beginning at a point within lands belonging to Hartz Mountain Industries, Inc.

(Lot 126.01 in Block 5088), ·id point being the following five (5 ·courses from the point of intersection formed by the northerly line of the Haynes Avenue Parcel with the dividing line between lands belonging to Hartz Mountain Industries, Inc. (part of Lot 1.01 in Block 5090), to the east, and lands now or formerly of Consolidated Rail Corporation, to the west, thence the following three (3) courses along said dividing line between lands belonging to Hartz Mountain Industries, Inc. (part of Lot 1.01 in Block 5090 and Lot 126.02 in Block 5088) and lands now or formerly of Consolidated Rail Corporation,

a) N 24° 15' 45" E 123.143 meters (404.01 feet) to a point,
b) N 18° 53' 51" E 43.771 meters (143.61 feet) to a point,
c) N 24° 37' 20" E 114.032 meters (374.12 feet) to a point, thence the following two (2) courses across and through lands belonging to Hartz Mountain Industries, Inc. (Lot 126.01 in Block 5088),
d) S 65° 46' 03" E 11.972 meters (39.28 feet) to a point,
d) N 24° 13' 57" E 4.573 meters (15.00 feet) to a point, the point and place of beginning, having New Jersey Plane Coordinate System (NAD-83) values of N 207,752.1781 meters E 176,168.2963 meters (N 681,600.270 feet E 577,978.823 feet) and running, thence the following four (4) courses across and through lands belonging to Hartz Mountain Industries, Inc. (Lot 126.01 in Block 5088)

1) N 24° 13' 57" E 6.096 meters (20.00 feet) to a point,

2) S 65° 46' 03" E 6.096 meters (20.00 feet) to a point,

3) S 24° 13' 57" W 6.096 meters (20.00 feet) to a point,

4) N 65° 46' 03" W 6.096 meters (20.00 feet) to a point, the point and place of beginning.

Containing 37.2 square meters (400 square feet) or 0.0037 hectares (0.009 acres).

Fee Parcel 4A is subject to the following two (2) easements:

<u>Southside Interceptor Sanitary Sewer Easement Being More Particularly Described as Follows:</u>

Beginning at the terminus of the seventh course of the Deed Description of Fee Parcel 4A a parcel of land to be acquired by The Port Authority of New York and New Jersey from Hartz Mountain Industries, Inc., said point of beginning having New Jersey Plane Coordinate System (NAD-83) values of N 207,206.6262 meters E 176,042.2446 meters (N 679,810.406 feet E 577,565.276 feet) and running; thence

1) Along the dividing line between lands belonging to Hartz Mountain Industries Inc (Lot 1.01 in Block 5090) and lands now or formerly of Anheuser-Busch Inc (Lot 44 in Block 5090) S 28° 56' 23" W 26.042 meters (85.44 feet) to a point thence

2) Northwesterly along the westerly line of Fee Parcel 4A along a curve to the right having a radius of 137.148 meters (449.96 feet), for an arc length of 1.637 meters (5.37 feet), the chord of which bears N 48° 27' 07" W 1.637 meters (5.37 feet) to a point; thence

3) Across and through Fee Parcel 4A N 30° 05' 52" E 26.003 meters (85.31 feet) to a point; thence

4) Southeasterly along the easterly line of Fee Parcel 4A along a curve to the left having a radius of 110.328 meters (361.97 feet), for an arc length of 1.116 meters (3.66 feet), the chord of which bears S 44° 50' 01" E 1.116 meters (3.66 feet) to a point, the point and place of beginning.

6.095 Meter (20 Feet) Wide Gas Main Easement to be Granted to Public Service Electric and Gas Company Being More Particularly Described as Follows:

Beginning at the terminous of the seventh course of the Deed Description of Fee Parcel 4A, a parcel of land to be acquired by the Port Authority of New York and New Jersey from Hartz Mountain Industries, Inc. and running; thence

1) Along the dividing line between lands belonging to Hartz Mountain Industries, Inc. (Lot 1.01 in Block 5090) and lands now or formerly of Anheuser-Busch, Inc. (Lot 44 in Block 5090) S 28° 56' 23" W 26.042 meters (85.44 feet) to a point; thence

2) Northwesterly along the westerly line of Fee Parcel 4A along a curve to the right having a radius of 137.148 meters (449.96 feet), for an arc length of 6.273 meters (20.58 feet), the chord of which bears N 47° 29' 01" W 6.273 meters (20.58 feet) to a point; thence

3) Across and through Fee Parcel 4A N 28° 56' 23" E 25.780 meters (84.58 feet) to a point; thence

4) Southeasterly along the easterly line of Fee Parcel 4A along a curve to the left having a radius of 110.328 meters (361.97 feet), for an arc length of 6.474 meters (21.24 feet), the chord of which bears S 44° 02' 51" E 6.474 meters (21.24 feet) to a point, the point and place of beginning.

Fee Parcel 4A is together with the following two (2) proposed Temporary Construction Easements:

Proposed 7.619 Meter (25 Feet) Wide Temporary Construction Parcel 4.1 Being More Particularly Described as Follows:

Beginning at the terminous of the eighth course of Fee Parcel 4A, a parcel of land to be acquired by the Port Authority of New York and New Jersey from Hartz Mountain Industries, Inc. and running; thence

1) Along the dividing line between lands belonging to Hartz Mountain Industries, Inc. (Lot 1.01 in Block 5090) and lands now or formerly of Anheuser-Busch, Inc. (Lot 44 in Block 5090) S 28° 56' 23" W 7.757 meters (25.45 feet) to a point; thence

2) N 67° 15' 45" W 0.101 meters (0.33 feet) to a point on curve; thence

3) Northwesterly along a curve to the right having a radius of 144.767 meters (474.96 feet), for an arc length of 182.226 (597.86 feet), the chord of which bears N 13° 20' 53" W 170.432 meters (559.16 feet) to a point; thence

4) S 64° 16' 03" E 7.630 meters (25.04 feet) to a point on curve; thence

5) Southeasterly along the westerly line of Fee Parcel 4A along a curve to the left having a radius of 137.148 meters (449.96 feet), for an arc length of 170.761 meters (560.24 feet), the chord of which bears S 13° 07' 28" E 159.945 meters (524.75 feet) to a point, the point and place of beginning.

Containing 1,345.1 square meters (14,480 square feet) or 0.1345 hectares (0.332 acres).

Proposed Temporary Construction Easement 4.2 Being More Particularly Described as Follows:

Beginning at the terminous of the eleventh course of Fee Parcel 4A, a parcel of land to be acquired by the Port Authority of New York and New Jersey from Hartz Mountain Industries, Inc. and running; thence

1) Along the westerly line of Fee Parcel 4A S 24° 13' 57" W 146.304 meters (480.12 feet) to a point; thence

2) N 64° 16' 03" W 7.923 meters (26.00 feet) to a point; thence

3) Along the easterly line of Fee Parcel 4C N 24° 13' 57" E 141.866 meters (465.44 feet) to a point in the southerly line of the Haynes Avenue parcel; thence

4) Along said southerly line of the Haynes Avenue Parcel N85° 54' 49" E 8.997 meters (29.52 feet) to a point, the point and place of beginning.

Containing 1,141.2 square meters (12,286 square feet) or 0.1141 hectares (0.282 acres)

Fee Parcel 4B is subje . to Easement Parcel 4.6 and is together with Easement Parcels 4.3 and 4.4, described as follows:

Subject to a 12.191 Meter (40.00 Feet) Wide Nonexclusive Access Easement to be Granted to Conrail. Easement Parcel 4.6 Being More Particularly Described as Follows:

Beginning at the terminous of the eleventh course of the Deed Description of Fee Parcel 4B, said point of beginning having New Jersey Plane Coordinate System (NAD-83) values of N 207,860.3870 meters E 176,238.1917 meters (N 681,955.278 feet E 578,208.132 feet) and running; thence

1) Across and through Fee Parcel 4B N 65° 46' 03" W 8.317 meters (27.29 feet) to a point on curve; thence

2) Along the westerly line of Fee Parcel 4B along a curve to the right having a radius of 914.318 meters (2,999.73 feet), for an arc length of 12.201 meters (40.03 feet), the chord of which bears N 26° 34' 41" E 12.201 meters (40.03 feet) to a point; thence

3) Across and through Fee Parcel 4B S 65° 46' 03" E 7.817 meters (25.65 feet) to a point; thence

4) Along the easterly line of Fee Parcel 4B S 24° 13' 57" W 12.191 meters (40.00 feet) to a point, the point and place of beginning.

Containing 98.3 square meters (1,059 square feet) or 0.0098 hectares (0.024 acres).

Together with a Proposed Temporary Construction Easement Parcel 4.4 Being More Particularly Described as Follows:

Beginning at the terminous of the second course of the Deed Description of Fee Parcel 4B, said point of beginning having New Jersey Plane Coordinate System (NAD-83) values of N 207,496.7769 meters E 176,059.9620 meters (N 680,762.342 feet E 577,623.390 feet) and running; thence

1) Along the northerly line of the Haynes Avenue Parcel S 85° 54' 49" W 9.008 meters (29.55 feet) to a point; thence
The following twelve (12) courses along the easterly line of Fee Parcel 4D.

2) N 24° 13' 57" E 11.444 meters (37.55 feet) to a point of curvature.

3) Northerly along a curve to the right having a radius of 487.636 meters (1,599.85 feet), for an arc length of 27.426 meters (89.98 feet), the chord of which bears N 25° 30' 38" E 27.423 meters (89.97 feet) to a point of tangency.

4) N 27° 27' 18" E 29.106 meters (95.49 feet) to a point of curvature.

5) Northerly along a curve to the left having a radius of 914 '8 meters (2999.73 feet), for an arc leng. of 51.488 meters (168.92 feet), the chord of which bears N 25° 50' 31" E 51.482 meters (168.90 feet) to a point of tangency,

6) N 24° 13' 43" E 24.418 meters (80.11 feet) to a point of curvature

7) Northerly along a curve to the left having a radius of 307.516 meters (1,008.91 feet), for an arc length of 26.000 meters (85.30 feet), the chord of which bears N 21° 48' 24" E 25.991 meters (85.27 feet) to a point of tangency,

8) N 19° 23' 04" E 49.775 meters (163.31 feet) to a point of curvature,

9) Northerly along a curve to the right having a radius of 307.516 meters (1,008.91 feet), for an arc length of 26.000 meters (85.30 feet), the chord of which bears N 21° 48' 24" E 25.991 meters (85.27 feet) to a point of tangency,

10) N 24° 13' 43" E 139.882 meters (458.93 feet) to a point of curvature,

11) Northeasterly along a curve to the right having a radius of 246.561 meters (808.93 feet), for an arc length of 30.813 meters (101.09 feet), the chord of which bears N 27° 48' 31" E 30.791 meters (101.02 feet) to a point of tangency,

12) N 31° 23' 18" E 26.238 meters (86.08 feet) to a point,

13) N 24° 13' 57" E 79.720 meters (261.53 feet) to a point; thence

14) S 65° 46' 03" E 12.495 meters (40.99 feet) to a point; thence the following eight (8) courses along the westerly line of Fee Parcel 4B to a point in the northerly line of the Haynes Avenue Parcel.

15) S 24° 13' 57" W 54.149 meters (177.65 feet) to a point of curvature,

16) Southwesterly along a curve to the right having a radius of 463.255 meters (1,519 86 feet), for an arc length of 22.827 meters (74.89 feet), the chord of which bears S 25° 38' 39" W 22.827 meters (74.89 feet) to a point of tangency,

17) N 27° 03' 22" E 22.041 meters (72.31 feet) to a point of curvature,

18) Southerly along a curve to the left having a radius of 914.318 meters (2,999.73 feet), for an arc length of 44 802 meters (146 99 feet), the chord of which bears S 25° 39' 08" W 44 795 meters (146.97 feet) to a point of tangency,

19) S 24° 14' 55" W 260.651 meters (855.15 feet) to a point of curvature.

20) Southwesterly along a curve to the right having a radius of 463.255 meters (1,519.86 feet), for an arc length of 25.177 meters (82.60 feet), the chord of which bears S 25° 48' 20" W 25.174 meters (82.59 feet) to a point of tangency,

21) S 27° 21' 45" W 42.382 meters (139.05 feet) to a point of curvature,

22) Southerly along a curve to the left having a radius of 914.318 meters (2999.73 feet), for an arc length of 45.542 meters (149.42 feet), the chord of which bears S 25° 56' 08" W 45.542 meters (149.42 feet) to a point, the point and place of beginning.

Containing 6,191.3 square meters (66,635 square feet) or 0.6191 hectares (1.530 acres).

Together with a Proposed Temporary Construction Easement Parcel 4.3 Being More Particularly Described as Follows:

Beginning at a point in the eleventh course of the Deed Description of Fee Parcel 4B, said point being along the easterly line of Fee Parcel 4B S 24° 13' 57" W 18.219 meters (59.78 feet) to the point of beginning, said point of beginning having New Jersey Plane Coordinate System (NAD-83) Coordinate of N 207,946.5422 meters E 176,276.9701 meters (N 682,237.936 feet E 578,335.356 feet) and running; thence the following three (3) courses across and through lands belonging to Hartz Mountain Industries, Inc. (Lot 126.01 in Block 5088) to a point in the easterly line of a proposed 12.191 meter (40.00 foot) wide Nonexclusive Access Easement to be granted to Conrail, being Easement Parcel 4.5,

1) S 65° 46' 03" E 48.904 meters (160.45 feet) to a point,

2) S 24° 13' 57" W 255.699 meters (838.91 feet) to a point,

3) N 65° 46' 03" W 6.705 meters (22.00 feet) to a point; thence the following four (4) courses along said easterly line of a proposed 12.191 meters (40.00 foot) wide Nonexclusive Access Easement to be granted to Conrail being Easement Parcel 4.5, to a point in the easterly line of Fee Parcel 4B,

4) N 24° 13' 57" E 112.265 meters (368.32 feet) to a point of curvature,

5) Northeasterly along a curve to the right having a radius of 19.810 meters (64.99 feet), for an arc length of 9.638 meters (31.62 feet) the chord of which bears N 38° 10' 13" E 9.543 meters (31.31 feet) to a point of reverse curvature,

6) Northwesterly along a curve to the left having a radius of 35.354 meters (115.99 feet), for an arc length of 72.734 meters (238.63 feet), the chord of which bears N 06° 49' 47" W 60.568 meters (198.71 feet) to a point of tangency.

7) N 65° 46' 03" W 13.245 meters (43.46 feet) to a point; thence

8) Along said easterly line of Fee Parcel 4B N 24° 13' 57" E 82.289 meters (269.97 feet) to a point, the point and place of beginning.

Containing 5,138.4 square meters (55,310 square feet) or 0.5138 hectares (1.270 acres).

Easement Parcel 4.5:

Proposed 12.191 meters (40.00 Foot) wide Nonexclusive Access Easement within part of Lot 1.01 in Block 5090 and Lot 126.01 in Block 5088, being more particularly described as follows:

Beginning at a point in the northerly line of the Haynes Avenue Parcel, said point being along said northerly line of the Haynes Avenue Parcel S 85° 54' 49" W 11.005 meters (36.10 feet) from its intersection with the dividing line between lands now or formerly belonging to Hartz Mountain Industries, Inc. being known as part of Lot 1.01 in Block 5090 as shown on the City of Newark Tax Assessment Maps, to the west and lands now or formerly belonging to 146 Haynes Corporation, being known as Lot 132 in Block 5088 (Tax Map) to the east, said point of beginning having New Jersey Plane Coordinate System (NAD-83) values of N 207,511.058 meters E 176,259.885 meters (N 680,809.206 feet E 578,279.327 feet) and running; thence

1) Along the northerly line of the Haynes Avenue Parcel S 85° 54' 49" W 12.191 meters (40.00 feet) to a point; thence the following three (3) courses across and through lands now or formerly belonging to Hartz Mountain Industries, Inc. being known as part of Lot 1.01 in Block 5090 and Lot 126.01 in Block 5088 as shown on the City of Newark Tax Assessment Map,

2) Northwesterly along a curve to the left having a radius of 30.072 meters (98.66 feet), for an arc length of 46.859 meters (153.74 feet), the chord of which bears N 49° 26' 18" W 42.260 meters (138.65 feet) to a point of tangency,

3) S 85° 55' 21" W 14.980 meters (49.15 feet) to a point of curvature,

4) Northwesterly along a curve to the right having a radius of 50.288 meters (164 98 feet), for an arc length of 103.839 meters (340.68 feet), the chord of which bears N 34° 55' 21" W 86.349 meters (283.30 feet) to a point of tangency on the southeasterly line of Fee Parcel 4B, thence the following eight (8) courses along Fee Parcel 4B,

5) N 24° 13' 57" E 48 136 meters (157 92 feet) to a point of curvature.

6) Northeasterly along a curve to the right having a radius of 103 623 meters (339 97 feet), for an arc length of 26 182 meters (85 90 feet), the chord of

which bears N 31° 3' 15" E 26.112 meters (85.67 fe .o a point of reverse curvature,

7) Northeasterly along a curve to the left having a radius of 67.964 meters (222.98 feet), for an arc length of 17.172 meters (56.34 feet), the chord of which bears N 31° 28' 15" E 17.126 meters (56.19 feet) to a point of tangency,

8) N 24° 13' 57" E 126.376 meters (414.62 feet) to a point of curvature,

9) Northeasterly along a curve to the right having a radius of 32.001 meters (104.99 feet), for an arc length of 15.569 meters (51.08 feet), the chord of which bears N 38° 10' 13" E 15.416 meters (50.58 feet) to a point of reverse curvature,

10) Northeasterly along a curve to the left having a radius 23.163 meters (75.99 feet) for an arc length of 47.653 meters (156.34 feet), the chord of which bears N 06° 49' 47" W 39.683 meters (130.19 feet) to a point of tangency,

11) N 65° 46' 03" W 13.245 meters (43.46 feet) to a point;

12) N 24° 13' 57" E 12.191 meters (40.00 feet) to a point; thence the following thirteen (13) courses across and through lands now or formerly belonging to Hartz Mountain Industries, Inc. being known as Lot 126.01 in Block 5088 and part of Lot 1.01 in Block 5090 as shown on the City of Newark Tax Assessment Map,

13) S 65° 46' 03" E 13.245 meters (43.46 feet) to a point of curvature,

14) Southeasterly along a curve to the right having a radius of 35.354 meters (115.99 feet), for an arc length of 72.734 meters (238.63 feet), the chord of which bears S 06° 49' 47" E 60.568 meters (198.71 feet) to a point of reverse curvature,

15) Southwesterly along a curve to the left having a radius of 19.810 meters (64.99 feet), for an arc length of 9.638 meters (31.62 feet), the chord of which bears S 38° 10' 13" W 9.543 meters (31.31 feet) to a point of tangency,

16) S 24° 13' 57" W 126.376 meters (414.62 feet) to a point of curvature,

17) Southwesterly along a curve to the right having a radius of 80.155 meters (262.98 feet), for an arc length of 20.252 meters (66.44 feet), the chord of which bears S 31° 28' 15" W 20.198 meters (66.27 feet) to a point of reverse curvature,

18) Southwesterly along a curve to the left having a radius of 91.432 meters (299.97 feet), for an arc length of 23.101 meters (75.79 feet), the chord of which bears S 31° 28' 15" W 23.040 meters (75.59 feet) to a point of tangency,

19) S 24° 13' 57" W 48.136 meters (157.92 feet) to a point of curvature,

20) Southeasterly along curve to the left having a radius of 38.097 meters (124.99 feet) for an arc length of 78.666 meters (258.09 feet), the chord of which bears S 34° 55' 21" E 65.416 meters (214.62 feet) to a point of tangency,

21) N 85° 55' 21" E 10.339 meters (33.92 feet) to a point of curvature,

22) Northeasterly on a curve to the left having a radius of 10.668 meters (35.00 feet) for an arc length of 10.461 meters (34.32 feet), the chord of which bears N 57° 49' 53" E 10.047 meters (32.96 feet) to a point of tangency,

23) N 29° 44' 25" E 29.27 meters (96.04 feet) to a point,

24) S 60° 15' 35" E 25.302 meters (83.02 feet) to a point,

25) S 04° 47' 56" E 56.856 meters (186.53 feet) to a point, the point and place of beginning.

Containing 6,811.5 square meters (73,318 square feet) or 0.6812 hectares (1.683 acres).

Proposed Aerial Fee Parcel 4F:

Beginning at a point in the easterly line of Fee Parcel 4D, said point being the following four (4) courses from the point of intersection formed by the northerly line of Haynes Avenue Parcel with the dividing line between lands belonging to Hartz Mountain Industries, Inc. (Part of Lot 1.01 in Block 5090), to the east and lands now or formerly of Consolidated Rail Corporation to the west; thence the following three (3) courses along said dividing line between lands belonging to Hartz Mountain Industries, Inc. (Part of Lot 1.01 in Block 5090 and Lot 126.02 in Block 5088) and lands now or formerly of Consolidated Rail Corporation,

a) N 24° 15' 45" E 123.143 meters (404.01 feet) to a point,
b) N 18° 53' 51" E 43.771 meters (143.61 feet) to a point,
c) N 24° 37' 20" E 114.032 meters (374.12 feet) to a point,
d) Across and through Fee Parcel 4D, S 65° 46' 03" E 7.524 meters (24.69 feet) to the point of beginning, said point of beginning having a New Jersey Plane Coordinate System (NAD-83) value of N 207,749.8337 meters E 176,162.3633 meters (N 681,592.582 feet E 577,959.357 feet) and running; thence

1) Along the easterly line of Fee Parcel 4D N 24° 13' 43" E 15.239 meters (50.00 feet) to a point; thence

2) Across and through lands belonging to Hartz Mountain Industries, Inc (Lot 126.01 in Block 5088) to a point in the westerly line of Fee Parcel 4B S 55° 46' 03" E 14.895 meters (48.86 feet), thence

3) Along said westerly line of Fee Parcel 4B S 24° 14' 5[illegible] W 15.239 meters (50.00 feet) to a [illegible]nt; thence

4) Across and through lands belonging to Hartz Mountain Industries, Inc. (Lot 126.01 in Block 5088) to a point in the easterly line of Fee Parcel 4D N 65° 46' 03" W 14.890 meters (48.85 feet), the point and place of beginning.

Containing 226.9 square meters (2,443 square feet) or 0.0227 hectares (0.056 acres).

The aforementioned proposed Aerial Fee Parcel 4F has a lower limiting plane at elevation 11.863 meters (38.92 feet) (NGVD-29).

Excepting from proposed Aerial Fee Parcel 4F, the parcel of land identified as Fee Parcel 4E.

Easement Parcel 4.7:

Proposed 12.191 meters (40.00 Foot) wide Nonexclusive Access Easement to be granted to Conrail (Easement Parcel 4.7) by Hartz Mountain Industries, Inc. within Lot 126.01 in Block 5088, being more particularly described as follows:
Beginning at a point in the westerly line (sixth course) of Fee Parcel 4B, said point being N 65° 46' 03" W 8.317 meters (27.29 feet) from the terminous of the eleventh course of the Deed Description for Fee Parcel 4B, said point of beginning having a New Jersey Plane Coordinate System (NAD-83) value of N 207,860.3870 meters E 176,230.6075 meters (N 681,966.738 feet E 578,182.672 feet) and running; thence

1) Across and through lands belonging to Hartz Mountain Industries, Inc. (Lot 126.01 in Block 5088) to a point in the easterly line of Fee Parcel 4D N 65° 46' 03" W 14.316 meters (46.97 feet); thence the following two (2) courses along the easterly line of Fee Parcel 4D.

2) Northeasterly along a curve to the right having a radius of 246.561 meters (808.93 feet), for an arc length of 7.000 meters (22.96 feet), the chord of which bears N 30° 34' 31" E 7.000 meters (22.96 feet) to a point of tangency,

3) N 31° 23' 18" E 5.275 meters (17.31 feet) to a point; thence

4) Across and through lands belonging to Hartz Mountain Industries, Inc. (Lot 126.01 in Block 5088) to a point in the westerly line of Fee Parcel 4B S 65° 46' 03" E 13.385 meters (43.91 feet); thence

5) Along the westerly line of Fee Parcel 4B along a curve to the left having a radius of 914.318 meters (2,999.73 feet), for an arc length of 12.201 meters (40.03 feet), the chord of which bears S 26° 34' 41" W 12.201 meters (40.03 feet) to a point, the point and place of beginning.

Containing 169.2 square meters (1,821 square feet) or 0.0169 hectares (0.042 acres)

Easement Parcel 4.8 fc Maintenance, Repair, and Reconstruction of Adjacent Station:

Beginning at a point in the easterly line of Fee Parcel 4D, said point being the following four (4) courses from the point of intersection formed by the northerly line or the Haynes Avenue Parcel with the dividing line between lands belonging to Hartz Mountain Industries, Inc. (Part of Lot 1.01 in Block 5090), to the east and lands now or formally of Consolidated Rail Corporation to the west; thence the following three (3) courses along said dividing line between lands belonging to Hartz Mountain Industries, Inc. (Part of Lot 1.01 in Block 5090 and Lot 126.02 in Block 5088) and lands now or formerly of Consolidated Rail Corporation,

a) N 24° 15' 45" E 123.143 meters (404.01 feet) to a point,
b) N 18° 53' 51" E 43.771 meters (143.61 feet) to a point,
c) N 24° 37' 20" E 114.032 meters (374.12 feet) to a point,
d) Across and through Fee Parcel 4D S 65° 46' 03" E 7.524 meters (24.69 feet) to the point of beginning said point of beginning having a New Jersey Plane Coordinate System (NAD-83) value of N 207,749.8337 meters E 176,162.3633 meters (N 681,592.582 feet E 577,959.357 feet) and running; thence

1) Along the easterly line of Fee Parcel 4D N 24° 13' 43" E 15.239 meters (50.00 feet) to a point; thence

2) Across and through lands belonging to Hartz Mountain Industries, Inc. Lot 126.01 in Block 5088 to a point in the westerly line of Fee Parcel 4B S 65° 46' 03" E 14.895 meters (48.86 feet); thence

3) Along said westerly line of Fee Parcel 4B S 24° 14' 55" W 15.239 meters (50.00 feet) to a point; thence

4) Across and through lands belonging to Hartz Mountain Industries, Inc. (Lot 126.01 in Block 5088) to a point in the Easterly Line of Fee Parcel 4D N 65° 46' 03" W 14.890 meters (48.85 feet), the point and place of beginning.

Containing 226.9 square meters (2,443 square feet) or 0.0227 hectares (0.056 acres).

Excepting from proposed Easement 4.8, the parcel of land identified as Fee Parcel 4E.

Proposed Aerial Easement Parcel 4.9:

Beginning at a point in the dividing line between lands belonging to Hartz Mountain Industries, Inc. (Lot 126.01 in Block 5088) to the east and lands now or formerly belonging to Consolidated Rail Corporation to the west, said point being the following three (3) courses along said dividing line between lands belonging to Hartz Mountain Industries, Inc. (Lot 126.01 in Block 5088) and Consolidated Rail Corporation from its intersection with the northerly line of the Haynes Avenue Parcel.

a) N 24° 15' 45" 123.143 meters (404.01 feet) to a point,
b) N 18° 53' 51" E 43.771 meters (143.61 feet) to a point,
c) N 24° 37' 20" E 114.032 meters (374.12 feet) to a point, the point of beginning having a New Jersey Plane Coordinate System (NAD-83) value of N 207,752.9219 meters E 176,155.5022 meters (N 681,602.714 feet E 577,936.847 feet) and running; thence

1) Along the westerly line of Fee Parcel 4D N 24° 37' 20" E 15.239 meters (50.00 feet) to a point; thence

2) Across and through Fee Parcel 4D S 65° 46' 03" E 7.419 meters (24.34 feet) to a point; thence

3) Along the easterly line of Fee Parcel 4D S 24° 13' 43" W 15.239 meters (50.00 feet) to a point; thence

4) Across and through Fee Parcel 4D N 65° 46' 03" W 7.524 meters (24.69 feet) to a point, the point and place of beginning.

Containing 113.9 square meters (1,226 square feet) or 0.0114 hectares (0.028 acres).

The aforementioned proposed Aerial Easement Parcel 4.9 has a Lower Limiting Plane at Elevation 11.863 meters (38.92 feet) (NGVD-29).

Subject to existing utilities and to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances (collectively "Facilities") now existing and remaining in, on, under, over, across and through the premises, as shown on this map, and, as may exist which are not shown on this map with, however, the right to relocate such shown and not shown utilities and Facilities with the exception of:

1) City of Newark Water Mains (Easement granted to the City of Newark for a water pipe tunnel, dated: December 31, 1930.
2) 12.240 meter (50 foot) wide Southside Interceptor Easement (sanitary sewer)
3) Subsurface utility rights within a portion of the existing 12.191 meter (40') wide Access Easement granted to Conrail (Deed Book 5082 Page 366)
4) City of Newark Sanitary Sewer Line

Deed Description refers to map entitled "Map Showing Fee Parcels and Easement Parcels to be Acquired by The Port Authority of New York and New Jersey from Hartz Mountain Industries, Inc. situate within Lot 126.01 in Block 5088 and Lot 1.01 in Block 5090" prepared by John Zanetakos Associates, Inc., dated July 22, 1997, revised September 11 1997, Job No. 8438-1400-4.

All coordinates, bearings and distances are referenced to the New Jersey Plane Coordinate System (NAD-83) as set forth in N J S 51 3-7

Arthur E. Hanson, Jr.
Professional Engineer and Land Surveyor
New Jersey Lic. No. 19960

Revised: September 30, 1997
Revised: September 11, 1997
Revised: August 4, 1997
July 22, 1997
Job No. 8438-1400-5

DEED DESCRIPTION

OF A PROPOSED FEE PARCEL AND TEMPORARY AND PERMANENT EASEMENTS TO BE ACQUIRED BY THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY FROM THE CITY OF NEWARK AND OF RIGHTS, TITLE AND INTEREST IN CERTAIN EASEMENTS FROM HARTZ MOUNTAIN INDUSTRIES, INC. WITHIN THE HAYNES AVENUE PARCEL IN THE CITY OF NEWARK ESSEX COUNTY, NEW JERSEY

Deed description of a proposed Fee Parcel temporary and permanent easements situate within lands belonging to the City of Newark, being known as the Haynes Avenue Parcel located between lands now or formerly belonging to Hartz Mountain Industries, Inc., in the City of Newark, Essex County, New Jersey.

Proposed Fee Parcel No 5:

Beginning at the point in the northerly line of the Haynes Avenue Parcel, said point being along said northerly line of the Haynes Avenue Parcel S 85° 54' 49" W 220.447 meters (723.25 feet) from its intersection with the dividing line between lands now or formerly belonging to Hartz Mountain Industries, Inc. being known as part of Lot 1.01 in Block 5090 as shown on the City of Newark Tax Assessment Map, to the west and lands now or formerly belonging to 146 Haynes Corporation, being known as Lot 132 in Block 5088 (Tax Map) to the east, said point of beginning having New Jersey Plane Coordinate System (NAD-83) values of N 207,496.1350 meters E 176,050.9768 meters (N 680,760.235 feet E 577,593.915 feet) and running; thence the following five (5) courses across and through the Haynes Avenue Parcel to a point on the southerly line of the Haynes Avenue Parcel.

1) S 24° 13' 57" W 3.847 meters (12.62 feet), to a point.

2) N 65° 46' 03" W 1.664 meters (5.46 feet) to a point.

3) S 24° 12' 17" W .652 meters (57.91 feet) to a point,

4) S 65° 46' 03" E 1.658 meters (5.44 feet) to a point,

5) S 24° 13' 57" W 2.735 meters (8.97 feet) to a point,

6) Along said southerly line of the Haynes Avenue Parcel S 85° 54' 49" W 7.797 meters (25.58 feet) to a point,

7) Across and through the Haynes Avenue Parcel to a point in the northerly line of the Haynes Avenue Parcel N 24° 15' 45" E 24.238 meters (79.52 feet); thence

8) Along said northerly line of the Haynes Avenue Parcel N 85° 54' 49" E 7.782 meters (25.53 feet) to a point, the point and place of beginning.

Containing 136.8 square meters (1,473 square feet) or 0.0137 hectares (0.034 acres).

Together with any and all rights under the Deed of Duct Bank Easement dated as of May 15, 1997 granted to Hartz Mountain Industries, Inc. recorded in Deed Book 5475, Page 0243. Together with any and all rights under the Grant and Deed of Easement dated June 14, 1989 granted to Hartz Mountain Industries, Inc. recorded in Deed Book 5082, Page 394.

Proposed Fee Parcel No. 5 is subject to and reserving to the City of Newark the right of entry for the purpose of reconstructing, maintaining and operating the Haynes Avenue Bridge within the volume of space above that portion of Haynes Avenue to be vacated and further excepting an easement to the City of Newark within the volume of space above that portion of Haynes Avenue to be vacated, for the purpose of reconstructing, maintaining and operating the Haynes Avenue Bridge.

Proposed Permanent Easement Parcel No. 5.1:

Beginning at the point in the northerly line of the Haynes Avenue Parcel, said point being along said northerly line of the Haynes Avenue Parcel S 85° 54' 49" W 171.910 meters (564.01 feet) from its intersection with the dividing line between lands now or formerly belonging to Hartz Mountain Industries, Inc. being known as part of Lot 1.01 in Block 5090 as shown on the City of Newark Tax Assessment Map, to the west and lands now or formerly belonging to 146 Haynes Corporation, being known as Lot 132 in Block 5088 (Tax Map) to the east, said point of beginning having New Jersey Plane Coordinate System (NAD-83) values of N 207,499.5938 meters E 176,099.3905 meters (N 680,771.583 feet E 577,752.750 feet) and running; thence

1) Running across and through the Haynes Avenue Parcel to a point on the southerly line of the Haynes Avenue Parcel, S 24° 13' 57" W 24.232 meters (79 50 feet); thence the following five (5) courses along the southerly line of the Haynes Avenue Parcel,

2) S 85° 54' 49" W 14 958 meters (49.08 feet) to a point,

3) S 25° 36' 23" W 10.387 meters (34.08 feet) to a point,

4) N 66° 23' 01" W 4.319 meters (14.17 feet) to a point,

5) N 23° 36' 59" E 7.924 meters (26.00 feet) to a point,

6) S 85° 54' 49" W 19.298 meters (63.31 feet) to a point; thence the following two (2) courses across and through the Haynes Avenue Parcel,

7) N 24° 13' 53" E 19.813 meters (65.00 feet) to a point of curvature,

8) Northeasterly along a curve to the left having a radius of 914.318 meters (2999.73 feet), for an arc length of 4.426 meters (14.52 feet), the chord of which bears N 20° 46' 03" E 4.426 meters (14.52 feet) to a point in the northerly line of the Haynes Avenue Parcel,

9) Along said northerly line of the Haynes Avenue Parcel N 85° 54' 49" E 39.529 meters (129.69 feet) to a point, the point and place of beginning.

Containing 884.4 square meters (9,520 square feet) or 0.0884 hectares (0.219 acres).

Together with any and all rights under the Grant and Deed of Easement dated June 14, 1989 granted to Hartz Mountain Industries, Inc. recorded in Deed Book 5082,Page 394.

Proposed Permanent Easement Parcel No. 5.1 is subject to and reserving to the City of Newark the right of entry for the purpose of reconstructing, maintaining and operating the existing Haynes Avenue Bridge within the volume of space above that portion of Haynes Avenue to be vacated.

Proposed Temporary Easement Parcel No. 5.2

Beginning at the point in the northerly line of the Haynes Avenue Parcel, said point being along said northerly line of the Haynes Avenue Parcel S 85° 54' 49" W 211.439 meters (693.70 feet) from its intersection with the dividing line between lands now or formerly belonging to Hartz Mountain Industries, Inc. being known as part of Lot 1.01 in Block 5090 as shown on the City of Newark Tax Assessment Map, to the west and lands now or formerly belonging to 146 Haynes Corporation, being known as Lot 132 in Block 5088 (Tax Map) to the east, said point of beginning having New Jersey Plane Coordinate System (NAD-83) values of N 207,496.7769 meters E 176,059.9620 meters (N 680,762.341 feet E 577,623.390 feet) and running; thence the following two (2) courses across and through the Haynes Avenue Parcel to a point on the southerly line of the Haynes Avenue Parcel,

1) Southwesterly along a curve to the right having a radius of 914.318 meters (2999.73 feet), for an arc length of 4.426 meters (14.52 feet), the chord of which bears S 20° 46' 03" W 4.426 meters (14.52 feet) to a point of tangency,

2) S 24° 13' 53" W 19.813 meters (65.00 feet) to a point,

3) Along the southerly line of the Haynes Avenue Parcel S 85° 54' 49" W 8.996 meters (29.51 feet) to a point, thence the following five (5) courses across and through the Haynes Avenue Parcel to a point in the northerly line of the Haynes Avenue Parcel

4) N 24° 13' 57" E 2.735 meters (8.97 feet) to a point,

5) N 65° 46' 03" W 1.658 meters (5.44 feet) to a point,

6) N 24° 12' 17" E 17.652 meters (57.91 feet) to a point,

7) S 65° 46' 03" E 1.664 meters (5.46 feet) to a point,

8) N 24° 13' 57" E 3.847 meters (12.62 feet) to a point,

9) Along said northerly line of the Haynes Avenue Parcel N 85° 54' 49" E 9.008 meters (29.55 feet) to a point, the point and place of beginning.

Containing 221.3 square meters (2,381 square feet) or 0.0221 hectares (0.055 acres).

Together with any and all rights under the Grant and Deed of Easement dated June 14, 1989 granted to Hartz Mountain Industries, Inc. recorded in Deed Book 5082, Page 394 for the duration of the Temporary Easement.

Proposed Temporary Easement Parcel 5.3:

Beginning at the point in the northerly line of the Haynes Avenue Parcel, said point being along said northerly line of the Haynes Avenue Parcel S 85° 54' 49" W 11.005 meters (36.10 feet) from its intersection with the dividing line between lands now or formerly belonging to Hartz Mountain Industries, Inc. being known as part of Lot 1.01 in Block 5090 as shown on the City of Newark Tax Assessment Map, to the west and lands now or formerly belonging to 146 Haynes Corporation, being known as Lot 132 in Block 5088 (Tax Map) to the east, said point of beginning having New Jersey Plane Coordinate System (NAD-83) values of N 207,511.058 meters E 176,259.885 meters (N 680,809.206 feet E 578,279.327 feet) and running; thence

1) Across and through the Haynes Avenue Parcel to a point on the southerly line of the Haynes Avenue parcel S 04° 47' 56" E 20.513 meters (67.30 feet); thence

2) Along the southerly line of the Haynes Avenue Parcel S 85° 54' 49" W 12.191 meters (40.00 feet) to a point; thence

3) Across and through the Haynes Avenue Parcel to a point on the northerly line of the Haynes Avenue Parcel N 04° 47' 56" W 20.513 meters (67.30 feet); thence

4) Along the northerly line of the Haynes Avenue Parcel N 85° 54' 49" E 12.191 meters (40.00 feet) to a point, the point and place of beginning.

Containing 250.1 square meters (2,692 square feet) or 0.0250 hectares (0.062 acres).

Together with any and all rights under the Grant and Deed of Easement dated June 14, 1989 granted to Hartz Mountain Industries, Inc. recorded in Deed Book 5082, Page 394, reserving, however, to Hartz Mountain Industries, Inc. a non exclusive surface access right and easement.

Proposed Temporary Easement Parcel 5.4:

Being a portion of the Haynes Avenue Parcel as described in Deed from the City of Newark to Hartz Mountain Industries, Inc. dated: June 14, 1989 and recorded in Deed Book 5082 Page 366 as described on Page 376. Said portion of the Haynes Avenue Parcel being bounded on the east by the westerly line of Proposed Temporary Easement Parcel 5.3 and on the west by the easterly line of Proposed Permanent Easement 5.1.

Together with any and all rights under the Grant and Deed of Easement dated June 14, 1989 granted to Hartz Mountain Industries, Inc. recorded in Deed Book 5082 Page 394, reserving, however, to Hartz Mountain Industries, Inc. a non exclusive surface access right and easement.

Deed description refers to map entitled, "Map Showing Proposed Fee Parcel, Temporary and Permanent Easements to be Acquired by the Port Authority of New York and New Jersey from the City of Newark situate within the Haynes Avenue Parcel" prepared by John Zanetakos Associates, Inc., dated July 22, 1997, revised: Sesptember 11, 1997, Job No. 8438-1400-5.

All coordinates, bearings and distances are referenced to the New Jersey Plane Coordinate System (NAD-83) as set forth in N.J.S. 51:3-7.

STATE OF NEW JERSEY ARTHUR E. HANSON JR. 19960

Arthur E. Hanson, Jr.
Professional Engineer & Land Surveyor
New Jersey License No. 19960

BET CONSULTANTS

METES AND BOUNDS DESCRIPTION FOR EASEMENT PARCEL NO. E6-1
(AERIAL EASEMENT)
(AMTRAK TO PORT AUTHORITY OF NY/NJ)

AN AERIAL EASEMENT FOR PEDESTRIAN WALKWAY STRUCTURES AND APPURTENANCES, 15.240 METERS (50.00 FEET) IN WIDTH, THE LOWER LIMIT OF THE PLANE BEING AT AN ELEVATION OF 11.863 METERS (38.92 FEET) [VERTICAL DATUM REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NAGVD 29)]. SAID AERIAL EASEMENT PARCEL IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK, SAID POINT BEING LOCATED IN FRONT OF STATION 4165+54.00 (PROPOSED NEC TRACK #0 CENTER LINE) AND 3.048 METERS (10.00 FEET) MEASURED AT RIGHT ANGLE, SAID POINT BEING DISTANT THE FOLLOWING FOUR COURSES FROM THE INTERSECTION OF THE FORMER EASTERLY RIGHT-OF-WAY LINE OF CONSOLIDATED RAIL CORPORATION/CONRAIL WITH THE NORTHERLY PROPERTY LINE OF THE ROAD BED OF HAYNES AVENUE, AS DESCRIBED IN DEED BOOK 5082, PAGE 366; SAID BEGINNING POINT HAVING A NEW JERSEY PLANE COORDINATE SYSTEM (NAD-83) NORTHING VALUE OF 207754.9424 METERS AND EASTING VALUE OF 176149.6710 METERS (N 681610.703 FT, E 577918.868 FT):

A. ALONG SAID FORMER RIGHT-OF-WAY LINE N24° 15' 45" E, A DISTANCE OF 123.243 METERS (404.34 FEET), THENCE;
B. STILL ALONG SAID LINE N18° 53' 51" E, A DISTANCE OF 43.771 METERS (143.61 FEET), THENCE;
C. STILL ALONG SAID LINE N24° 37' 20" E, A DISTANCE OF 114.031 METERS (374.12 FEET), THENCE;
D. ALONG A NEW LINE THROUGH LANDS OF CONSOLIDATED RAIL CORPORATION/CONRAIL, N65° 46' 03" W, A DISTANCE OF 6.039 METERS (19.81 FEET) TO THE PROPER POINT OF BEGINNING.

1. RUNNING ALONG A NEW LINE ABOVE AND ACROSS LANDS OF NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK N65° 46' 03" W, A DISTANCE OF 4.444 METERS (14.58 FEET) TO A POINT, THENCE;

2. RUNNING ALONG A NEW LINE [BEING THE SOUTHERLY EASEMENT LINE OF PARCEL E6-2 (EASEMENT)] N24° 13' 57" E, A DISTANCE OF 15.240 METERS (50.00 FEET) TO A POINT, THENCE;

3. STILL RUNNING ALONG A NEW LINE ABOVE AND ACROSS LANDS OF NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK S65° 46' 03" E, A DISTANCE OF 4.444 METERS (14.58 FEET) TO A POINT, THENCE;

BET CONSULTANTS

4. RUNNING ALONG SAID EXISTING RIGHT-OF-WAY LINE OF NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK, S24° 13' 57" W, A DISTANCE OF 15.240 METERS (50.00 FEET) TO THE POINT AND PLACE OF BEGINNING.

CONTAINING AN EASEMENT AREA OF 67.7 SQUARE METERS (729 SQUARE FEET) OR 0.0068 HECTARE (0.017 ACRE).

EASEMENT DESCRIPTION REFERS TO MAP ENTITLED, "MAP SHOWING EASEMENTS TO BE GRANTED TO THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY BY NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK" PREPARED BY BET CONSULTANTS, DATED JULY 22, 1997, JOB NO. 9638.

ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE NEW JERSEY PLANE COORDINATE SYSTEM (NAD-83) AS SET FORTH IN N.J.S 51:3-7.

CERTIFIED BY: Julio E Esquivel DATE: JULY 22, 1997
JULIO E ESQUIVEL, PLS
NJ LIC. NO. 19943

BET CONSULTANTS

METES AND BOUNDS FOR EASEMENT PARCEL NO. E6-2 (EASEMENT)
(AMTRAK TO PORT AUTHORITY OF NY/NJ)

EASEMENT FOR SUPPORT AND MAINTENANCE OF ELEVATED CONCRETE PLATFORMS AND APPURTENANCES, SAID LAND EASEMENT PARCEL IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN FRONT OF STATION 4160+54.38 (PROPOSED NEC TRACK #0 CENTER LINE) AND 1.397 METERS (4.58 FEET) MEASURED AT RIGHT ANGLE, SAID POINT BEING DISTANT THE FOLLOWING FIVE COURSES FROM THE INTERSECTION OF THE FORMER EASTERLY RIGHT-OF-WAY LINE OF CONSOLIDATED RAIL CORPORATION/CONRAIL WITH THE NORTHERLY PROPERTY LINE OF THE ROAD BED OF HAYNES AVENUE, AS DESCRIBED IN DEED BOOK 5082, PAGE 366; SAID BEGINNING POINT HAVING A NEW JERSEY PLANE COORDINATE SYSTEM (NAD-83) NORTHING VALUE OF 207617.9003 METERS AND EASTING VALUE OF 176083.1136 METERS (N 681161.090 FT, E 577700.504 FT):

A. ALONG SAID FORMER RIGHT-OF-WAY LINE N24° 15' 45" E, A DISTANCE OF 123.243 METERS (404.34 FEET), THENCE;
B. STILL ALONG SAID LINE N18° 53' 51" E, A DISTANCE OF 43.771 METERS (143.61 FEET), THENCE;
C. STILL ALONG SAID LINE N24° 37' 20'E, A DISTANCE OF 114.031 METERS (374.12 FEET), THENCE;
D. ALONG A NEW LINE THROUGH LANDS OF CONSOLIDATED RAIL CORPORATION/CONRAIL AND THROUGH LANDS OF NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK, N65° 46' 03" W, A DISTANCE OF 10.483 METERS (34.39 FEET), THENCE;
E. ALONG A NEW LINE THROUGH LANDS OF NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK S 24° 13' 57" W, A DISTANCE OF 152.285 METERS (499.62 FEET) TO THE PROPER POINT OF BEGINNING.

1. RUNNING ALONG A NEW LINE ACROSS LANDS OF NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK N65° 46' 03" W, A DISTANCE OF 9703 METERS (31.83 FEET) TO A POINT, THENCE;

2. STILL RUNNING ALONG A NEW LINE N24° 13' 57" E, A DISTANCE OF 319.810 METERS (1049.24 FEET) TO A POINT, THENCE;

3. STILL RUNNING ALONG A NEW LINE S65° 46' 03" E, A DISTANCE OF 9.703 METERS (31.83 FEET) TO A POINT, THENCE;

4. STILL RUNNING ALONG A NEW LINE S24° 13' 57" W, A DISTANCE OF 319.810 METERS (1049.24 FEET) TO THE POINT AND PLACE OF BEGINNING.

CONTAINING AN EASEMENT AREA OF 3,103.0 SQUARE METERS (33,401 SQUARE FEET) OR 0.3103 HECTARE (0.767 ACRE).

BET CONSULTANTS

EASEMENT DESCRIPTION REFERS TO MAP ENTITLED, "MAP SHOWING EASEMENTS TO BE GRANTED TO THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY BY NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK" PREPARED BY BET CONSULTANTS, DATED JULY 22, 1997, JOB NO. 9638.

ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE NEW JERSEY PLANE COORDINATE SYSTEM (NAD-83) AS SET FORTH IN N.J.S 51:3-7.

CERTIFIED BY: Julio E. Esquivel **DATE:** JULY 22, 1997
JULIO E ESQUIVEL, PLS
NJ LICENSE NO. 19943

BET CONSULTANTS

METES AND BOUNDS DESCRIPTION FOR EASEMENT PARCEL NO. E6-3
(AERIAL EASEMENT)
(AMTRAK TO PORT AUTHORITY OF NY/NJ)

AN AERIAL EASEMENT FOR PEDESTRIAN WALKWAY STRUCTURES AND APPURTENANCES, 15.240 METERS (50.00 FEET) IN WIDTH, THE LOWER LIMIT OF THE PLANE BEING AT AN ELEVATION OF 11.863 METERS (38.92 FEET) [VERTICAL DATUM REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29)]. SAID AERIAL EASEMENT PARCEL IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE PROPOSED NORTHERLY EASEMENT LINE OF PARCEL E6-2 (LAND EASEMENT), SAID POINT BEING LOCATED IN FRONT OF STATION 4165+54.00 (PROPOSED NEC TRACK #0 CENTERLINE) SAID POINT BEING DISTANT THE FOLLOWING FOUR COURSES FROM THE INTERSECTION OF THE FORMER EASTERLY RIGHT-OF-WAY LINE OF CONSOLIDATED RAIL CORPORATION/CONRAIL WITH THE NORTHERLY PROPERTY LINE OF THE ROAD BED OF HAYNES AVENUE, AS DESCRIBED IN DEED BOOK 5082, PAGE 366; SAID BEGINNING POINT HAVING A NEW JERSEY PLANE COORDINATE SYSTEM (NAD-83) NORTHING VALUE OF 207760.7492 METERS AND EASTING VALUE OF 176136.7698 METERS (N 681629.755 FT, E 577876.541 FT):

A. ALONG SAID FORMER RIGHT-OF-WAY LINE N24° 15' 45" E, A DISTANCE OF 123.243 METERS (404.34 FEET), THENCE;
B. STILL ALONG SAID LINE N18° 53' 51" E, A DISTANCE OF 43.771 METERS (143.61 FEET), THENCE;
C. STILL ALONG SAID LINE N24° 37 20" E, A DISTANCE OF 114.031 METERS (374.12 FEET), THENCE;
D. ALONG A NEW LINE THROUGH LANDS OF CONSOLIDATED RAIL CORPORATION/CONRAIL, AND THROUGH LANDS OF NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK N65° 46' 03" W, A DISTANCE OF 20.186 METERS (66.22 FEET) TO THE PROPER POINT OF BEGINNING.

1. RUNNING ALONG A NEW LINE ABOVE AND ACROSS LANDS OF NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK N65° 46' 03" W, A DISTANCE OF 15.257 METERS (50.06 FEET) TO A POINT IN THE SOUTHERLY EASEMENT LINE OF PARCEL E6-4 (EASEMENT), THENCE;
2. RUNNING ALONG SAID LINE N24° 14' 57" E, A DISTANCE OF 15.240 METERS (50.00 FEET) TO A POINT, THENCE;
3. RUNNING ALONG A NEW LINE ABOVE AND ACROSS LANDS OF NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK S65° 46' 03" E, A DISTANCE OF 15.252 METERS (50.04 FEET) TO A POINT, THENCE;
4. RUNNING ALONG THE ABOVE MENTIONED NORTHERLY EASEMENT LINE OF PARCEL E6-2, S24° 13' 57" W, A DISTANCE OF 15.240 METERS (50.00 FEET) TO THE POINT AND PLACE OF BEGINNING.

BET CONSULTANTS

CONTAINING AN EASEMENT AREA OF 232.5 SQUARE METERS (2,502 SQUARE FEET) OR 0.0232 HECTARE (0.057 ACRE).

EASEMENT DESCRIPTION REFERS TO MAP ENTITLED, "MAP SHOWING EASEMENTS TO BE GRANTED TO THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY BY NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK" PREPARED BY BET CONSULTANTS, DATED JULY 22, 1997, JOB NO. 9638.

ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE NEW JERSEY PLANE COORDINATE SYSTEM (NAD-83) AS SET FORTH IN N.J.S 51:3-7.

CERTIFIED BY: Julio E. Esquivel **DATE:** JULY 22, 1997
JULIO E ESQUIVEL PLS
NJ LIC. NO. 19943

METES AND BOUND DESCRIPTION FOR EASEMENT PARCEL NO. E6-4 (EASEMENT)
(AMTRAK TO PORT AUTHORITY OF NY/NJ)

EASEMENT FOR SUPPORT AND MAINTENANCE OF ELEVATED CONCRETE PLATFORMS AND APPURTENANCES, SAID LAND EASEMENT PARCEL IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN FRONT OF STATION 4160+54.38 (PROPOSED NEC TRACK #0 CENTER LINE), SAID POINT BEING DISTANT THE FOLLOWING FIVE COURSES FROM THE INTERSECTION OF THE FORMER EASTERLY RIGHT-OF-WAY LINE OF CONSOLIDATED RAIL CORPORATION/CONRAIL WITH THE NORTHERLY PROPERTY LINE OF THE ROAD BED OF HAYNES AVENUE, AS DESCRIBED IN DEED BOOK 5082, PAGE 366; SAID BEGINNING POINT HAVING A NEW JERSEY PLANE COORDINATE SYSTEM (NAD-83) NORTHING VALUE OF 207628.1629 METERS AND EASTING VALUE OF 176060.3129 METERS (N 681194.760 FT, E 577625.699 FT):

A. ALONG SAID FORMER RIGHT-OF-WAY LINE N24° 15' 45" E, A DISTANCE OF 123.243 METERS (404.34 FEET), THENCE;
B. STILL ALONG SAID LINE N18° 53' 51" E, A DISTANCE OF 43.771 METERS (143.61 FEET), THENCE;
C. STILL ALONG SAID LINE N24° 37' 20" E, A DISTANCE OF 114.031 METERS (374.12 FEET), THENCE;
D. ALONG A NEW LINE THROUGH LANDS NOW OR FORMERLY OF CONSOLIDATED RAIL CORPORATION/CONRAIL AND THROUGH LANDS OF NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK N65° 46' 03" W, A DISTANCE OF 35.443 METERS (116.28 FEET), THENCE;
E. ALONG A NEW LINE THROUGH LANDS OF NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK S24° 14' 57" W, A DISTANCE OF 152.285 METERS (499.62 FEET) TO THE PROPER POINT OF BEGINNING.

1. RUNNING ALONG A NEW LINE N65° 46' 03" W, A DISTANCE OF 8.734 METERS (28.66 FEET) TO A POINT, SAID POINT BEING ON A NON TANGENT CURVE, THENCE;

2. STILL RUNNING ALONG A NEW LINE AND ALSO ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5,500.243 METERS (18,045.42 FEET), AN ARC LENGTH OF 73.559 METERS (241.33 FEET) [CHORD BEARING N23° 34' 15" E, CHORD DISTANCE 73.558 METERS (241.33 FEET)] TO A POINT OF COMPOUND CURVATURE, THENCE;

3. STILL RUNNING ALONG A NEW LINE AND ALSO ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 7,333.767 METERS (24060.91 FEET), AN ARC LENGTH OF 37.790 METERS (123.98 FEET) [CHORD BEARING N24° 06' 06" E, CHORD DISTANCE 37.789 METERS (123.98 FEET)] TO A POINT OF TANGENCY, THENCE;

BET CONSULTANTS

4. STILL RUNNING ALONG A NEW LINE N24° 14' 57" E A DISTANCE OF 68.414 METERS (224.46 FEET) TO A POINT OF CURVATURE, THENCE;

5. STILL RUNNING ALONG A NEW LINE AND ALSO ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 7,332.648 METERS (24057.25 FEET), AN ARC LENGTH OF 37.778 METERS (123.94 FEET) [CHORD BEARING N24° 23' 48" E, CHORD DISTANCE 37.778 METERS (123.94 FEET)] TO A POINT OF COMPOUND CURVATURE, THENCE;

6. STILL RUNNING ALONG A NEW LINE AND ALSO ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5,500.243 METERS (18045.42 FEET), AN ARC LENGTH OF 87.317 METERS (286.47 FEET) [CHORD BEARING N24° 59' 57" E, CHORD DISTANCE 87.317 METERS (286.47 FEET)] TO A POINT OF COMPOUND CURVATURE, THENCE;

7. STILL RUNNING ALONG A NEW LINE AND ALSO ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 7,337.035 METERS (24071.64 FEET), AN ARC LENGTH OF 14.970 METERS (49.11 FEET) [CHORD BEARING N25° 30' 45" E, CHORD DISTANCE 14.970 METERS (49.11 FEET)] TO A POINT, THENCE;

8. STILL RUNNING ALONG A NEW LINE S65° 46' 03" E, A DISTANCE OF 8.132 METERS (26.68 FEET) TO A POINT, THENCE;

9. STILL RUNNING ALONG A NEW LINE S24° 14' 57" W, A DISTANCE OF 319.810 METERS (1049.24 FEET) TO THE POINT AND PLACE OF BEGINNING.

CONTAINING AN EASEMENT AREA OF 2,998.1 SQUARE METERS (32,271 SQUARE FEET) OR 0.2998 HECTARE (0.741 ACRE).

EASEMENT DESCRIPTION REFERS TO MAP ENTITLED, "MAP SHOWING EASEMENTS TO BE GRANTED TO THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY BY NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK" PREPARED BY BET CONSULTANTS, DATED JULY 22, 1997, JOB NO. 9638.

ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE NEW JERSEY PLANE COORDINATE SYSTEM (NAD-83) AS SET FORTH IN N.J.S 51:3-7.

CERTIFIED BY: Julio E. Esquivel DATE: JULY 22, 1997
JULIO E ESQUIVEL, PLS
NJ LICENSE NO. 19943

BET CONSULTANTS

METES AND BOUNDS DESCRIPTION FOR EASEMENT PARCEL NO. E8
(AERIAL EASEMENT)
(CONRAIL TO PORT AUTHORITY OF NY/NJ)

AN AERIAL EASEMENT FOR PEDESTRIAN WALKWAY STRUCTURES AND APPURTENANCES, THE LOWER LIMIT OF THE PLANE BEING AT AN ELEVATION OF 15.240 METERS (38.92 FEET) [VERTICAL DATUM REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29)]. SAID AERIAL EASEMENT PARCEL IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK, SAID POINT BEING LOCATED IN FRONT OF STATION 4165+54.00 (PROPOSED NEC TRACK #0 CENTER LINE) AND 3.048 METERS (10.00 FEET) MEASURED AT RIGHT ANGLE, SAID POINT BEING DISTANT THE FOLLOWING FOUR COURSES FROM THE INTERSECTION OF THE FORMER EASTERLY RIGHT-OF-WAY LINE OF CONSOLIDATED RAIL CORPORATION/CONRAIL WITH THE NORTHERLY PROPERTY LINE OF THE ROAD BED OF HAYNES AVENUE, AS DESCRIBED IN DEED BOOK 5082, PAGE 366; SAID BEGINNING POINT HAVING A NEW JERSEY PLANE COORDINATE SYSTEM (NAD-83) NORTHING VALUE OF 207754.9424 METERS AND EASTING VALUE OF 176149.6710 METERS (N 681610.703 FT, E 577918.868 FT):

A. ALONG SAID FORMER RIGHT-OF-WAY LINE N24° 15' 45" E, A DISTANCE OF 123.243 METERS (404.34 FEET), THENCE;
B. STILL ALONG SAID LINE N18° 53' 51" E, A DISTANCE OF 43.771 METERS (143.61 FEET), THENCE;
C. STILL ALONG SAID LINE N24° 37' 20" E, A DISTANCE OF 114.031 METERS (374.12 FEET), THENCE;
D. ALONG A NEW LINE THROUGH LANDS NOW OR FORMERLY OF CONSOLIDATED RAIL CORPORATION/CONRAIL, N65° 46' 03" W, A DISTANCE OF 6.039 METERS (19.81 FEET) TO THE PROPER POINT OF BEGINNING.

1. RUNNING ALONG SAID EXISTING RIGHT-OF-WAY LINE N24° 13' 57" E. A DISTANCE OF 15.240 METERS (50.00 FEET) TO A POINT, THENCE;

2. RUNNING ALONG A NEW LINE ABOVE AND ACROSS LANDS OF CONSOLIDATED RAIL CORPORATION/CONRAIL, S65° 46' 03" E, A DISTANCE OF 6.143 METERS (20.15 FEET) TO A POINT, THENCE;

3. RUNNING ALONG THE EXISTING EASTERLY RIGHT-OF-WAY LINE OF CONSOLIDATED RAIL CORPORATION/CONRAIL S24° 37' 20" W, A DISTANCE OF 15.240 METERS (50.00 FEET) TO A POINT, THENCE;

4. RUNNING ALONG A NEW LINE ABOVE AND ACROSS LANDS OF CONSOLIDATED RAIL CORPORATION/CONRAIL N65° 46' 03" W, A DISTANCE OF 6.039 METERS (19.81 FEET) TO THE POINT AND PLACE OF BEGINNING.

BET CONSULTANTS

CONTAINING AN EASEMENT AREA OF 92.8 SQUARE METERS (999 SQUARE FEET) OR 0.0093 HECTARE (0.023 ACRE).

EASEMENT DESCRIPTION REFERS TO MAP ENTITLED, "MAP SHOWING EASEMENT TO BE GRANTED TO THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY BY CONSOLIDATED RAIL CORPORATION/CONRAIL" PREPARED BY BET CONSULTANTS, DATED JULY 22, 1997, JOB NO. 9638.

ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE NEW JERSEY PLANE COORDINATE SYSTEM (NAD-83) AS SET FORTH IN N.J.S. 51:3-7.

CERTIFIED BY: Julio E. Esquivel **DATE:** JULY 22, 1997
JULIO E ESQUIVEL, PLS
NJ LIC. NO. 19943

EXHIBIT B

"LEASE AGREEMENT"

LEASE AGREEMENT PURSUANT TO SEVENTEENTH SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of the _____ day of _____, 1997 between the City of Newark, a municipal corporation, hereinafter the "City", and the Port Authority of New York and New Jersey, a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States of America, hereafter the "Port Authority".

WHEREAS, the City and the Port Authority entered into the Seventeenth Supplemental Agreement with respect to the Newark Marine and Air Terminals hereafter the "Seventeenth Supplemental Agreement", dated _____ and recorded _____; which further supplemented and amended the Agreement with respect to the Newark Marine and Air Terminals, dated October 22, 1947 hereafter the "Original Agreement" and such Original Agreement as supplemented, amended and extended among other matters, leased certain "Demised Premises" to the Port Authority for the improvement, development, operation and maintenance of the Marine and Air Terminals by the Port Authority; and

WHEREAS, the Seventeenth Supplemental Agreement, provides among other things, that the City simultaneously upon receipt of a conveyance from the Port Authority of certain interests in real property described therein will enlarge the Demised Premises referred to therein to include, and by a lease of, such interests to the Port Authority; and

WHEREAS, the Port Authority by Deed dated the date hereof and delivered simultaneously herewith is conveying to the City all of the Port Authority's right, title and interest to the property interests described therein; and

WHEREAS, the City and Port Authority wish to further effectuate the provisions of the Seventeenth Supplemental Agreement by enlarging the Demised Premises and leasing to the Port Authority the permanent property interests described in Exhibit A to such Agreement with the exception of Fee Parcels 4C, 4D and 5 and Easement Parcels 4.5, 4.6 and 4.7.

NOW, THEREFORE, the City and the Port Authority hereby mutually undertake, promise and agree each for itself and its successors and assigns, that the Original Agreement as previously amended, supplemented and extended, shall be and it hereby is further amended and supplemented as follows:

1. Effective as of the date hereof, the Demised Premises are hereby enlarged in area by the addition thereto of, and the City hereby leases to the Port Authority, under the terms of the Original Agreement, as supplemented, amended and extended, the permanent property interests described in Exhibit A hereto.

2. The change in area of the Demised Premises made by Lease Agreement pursuant to Seventeenth Supplemental Agreement is not intended to nor shall it be construed to modify the terms of the Original Agreement, as heretofore amended, supplemented and extended, with respect to rental payments or other payments or other obligations of the Port Authority or with respect to the obligations of the City.

3. Nothing herein contained shall be deemed or construed to be an undertaking or covenant for the benefit of any third party. Neither the Commissioners of the Port Authority nor officers, agents or employees of the City shall be charged personally by either party hereto with any liability or held personally liable under any of the terms or provisions of this Lease Agreement pursuant to the Seventeenth Supplemental Agreement or because of its execution or breach or attempted or alleged breach thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ATTEST:

ROBERT P. MARASCO
City Clerk

THE CITY OF NEWARK

SHARPE JAMES
Mayor

APPROVED AS TO FORM & LEGALITY

MICHELLE HOLLAR-GREGORY
Corporation Counsel

ATTEST:

DANIEL BERGSTEIN
Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

BY:
ROBERT E. BOYLE
Executive Director

APPROVED AS TO FORM

JEFFREY S. GREEN
General Counsel

BY:
HARRY K. BARR

P:\WP\DOCS\MISC-97\17TH.LEASE

EXHIBIT A

TO

LEASE AGREEMENT

Revised: September 30, 1997
Revised: September 15, 1997
Revised: August 4, 1997
July 22, 1997
Job No. 8438-1400-DOT

DEED DESCRIPTION

OF A PROPOSED PERMANENT 15.239 METER (50 FOOT) WIDE EASEMENT PARCEL TO BE GRANTED TO THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY BY THE STATE OF NEW JERSEY BEING KNOWN AS NEW JERSEY STATE HIGHWAY ROUTE 1&9 IN THE CITY OF NEWARK ESSEX COUNTY, NEW JERSEY

Deed description of proposed easement parcel situate within lands belonging to the State of New Jersey located between lands of the City of Newark known as Newark International Airport, leased to and operated by the Port Authority of New York and New Jersey to the east and the westerly right of way line of New Jersey State Highway Route No. 1&9 to the west, in the City of Newark, Essex County, New Jersey.

Easement Parcel 1:

Beginning at the point in the westerly line of New Jersey State Highway Route No. 1&9, said point being N 22° 01' 28" E 3.401 meters (11.16 feet) along said westerly line of New Jersey State Highway Route No. 1&9 from its intersection with the dividing line between lands now or formerly belonging to EWR Realty, L.L.C., Lot 26 Block 5090, as shown on the City of Newark Tax Assessment Map, to the north and lands now or formerly belonging to RJB Associates, (Lot 28 in Block 5090), to the south having a New Jersey Plane Coordinate System (NAD-83) value of N 207,226.3388 meters E 176,466.1891 meters (N 679,875.079 feet E 578,956.154 feet) and running: thence

1) Along said westerly line of New Jersey State Highway Route No. 1&9, N 22° 01' 28" E 15.586 meters (51.14 feet) to a point; thence the following two (2) courses across and through lands belonging to the State of New Jersey.

2) Southeasterly along a curve to the right having a radius of 158.482 meters (519.95 feet), for an arc length of 85.150 meters (279.36 feet), the chord of which bears S 64° 05' 28" E 84.129 meters (276.01 feet) to a point of tangency,

3) S 48° 41' 56" E 199.241 meters (653.68 feet) to a point; thence the following three (3) courses along the westerly line of lands belonging to the City of Newark, being known as Newark International Airport, leased to and operated by the Port Authority of New York and New Jersey (Lot 1 in Block 5094),

4) Southerly along a curve to the right having a radius of 1,676.555 meters (5500.50 feet), for an arc length of 9.664 meters (31.71 feet), the chord of which bears S 11° 13' 25" W 9.664 meters (31.71 feet) to a point on curve,

5) N 78° 36' 42" W 6.095 meters (20.00 feet) to a point on curve,

6) Southerly along a curve to the right having a radius of 548.286 meters (1,798.84 feet), for an arc length of 4.417 meters (14.49 feet), the chord of which bears S 11° 34' 26" W 4.417 meters (14.49 feet) to a point on curve; thence the following two (2) courses across and through lands belonging to the State of New Jersey,

7) N 48° 41' 56" W 200.991 meters (659.42 feet) to a point of curvature,

8) Northwesterly along a curve to the left having a radius of 143.243 meters (469.96 feet), for an arc length of 80.073 meters (262.71 feet), the chord of which bears N 64° 42' 47" W 79.034 meters (259.30 feet) to a point on curve in the westerly line of New Jersey State Highway Route No. 1&9, the point and place of beginning.

Containing 4,324.7 square meters (46,548 square feet) or 0.4325 hectares (1.069 acres).

Subject to existing utilities as shown on this map, and, as may exist which are not shown on this map with, however, the right to relocate such shown and not shown utilities, with the exception of the existing City of Newark 20" and 30" watermains.

Deed description refers to map entitled, "Map Showing Easements to be granted to the Port Authority of New York and New Jersey By the State of New Jersey situate within New Jersey State Highway Route 1&9," prepared by John Zanetakos Associates, Inc., dated: July 22, 1997, revised: September 15, 1997, Job No. 8438-1400-DOT.

All coordinates, bearings and distances are referenced to the New Jersey Plane Coordinate System (NAD-83) as set forth in N.J.S. 51:3-7.

Arthur E. Hanson, Jr.
Professional Engineer and Land Surveyor
New Jersey License No. 19960

Revised: September 30, 1997
Revised: August 4, 1997
July 22, 1997

Job No. 8438-1400-1

DEED DESCRIPTION

**OF A FEE PARCEL OF LAND TO BE ACQUIRED BY
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
FROM
EWR REALTY, L.L.C.
BEING LOT 26 IN BLOCK 5090
IN THE
CITY OF NEWARK
ESSEX COUNTY, NEW JERSEY**

Deed description of a Fee Parcel of land situate along the westerly side of New Jersey State Highway Route No. 1&9, between Haynes Avenue and McClellan Street, in the City of Newark, Essex County, New Jersey.

Fee Parcel 1:

Beginning at the point of intersection formed by the dividing line between lands belonging to EWR Realty, L.L.C., being known as Lot 26 in Block 5090 as shown on the City of Newark Tax Assessment Map, to the north and lands now or formerly belonging to RJB Associates, being known as Lot 28 in Block 5090 (Tax Map), to the south, with the westerly right of way line of New Jersey State Highway Route No. 1&9, having a New Jersey Plane Coordinate System (NAD-83) value of N 207,223.1869 meters E 176,464 9139 meters (N 679,864.738 feet E 578,951.971 feet) and running; thence

1) Along said dividing line between lands belonging to EWR Realty, L.L.C. (Lot 26 in Block 5090) and lands now or formerly belonging to RJB Associates (Lot 28 in Block 5090) to a corner common to lands belonging to EWR Realty, L.L.C. (Lot 26 in Block 5090), lands now or formerly belonging to RJB Associates (Lot 28 in Block 5090), and lands now or formerly belonging to Ascor, Inc. (Lot 8 in Block 5090), S 84° 08' 28" W 100.532 meters (329.83 feet), thence

2) Along the dividing line between lands belonging to EWR Realty, L.L.C. (Lot 26 in Block 5090) and lands now or formerly belonging to Ascor, Inc. (Lot 8 in Block 5090) to a corner common to lands belonging to EWR Realty, L.L.C. (Lot 26 in Block 5090), lands now or formerly belonging to Ascor, Inc. (Lot 8 in Block 5090) and lands now or formerly belonging to Charles M. Weinberg (Lot 20 in Block 5090), N 10° 08' 02" W 67.538 meters (221.58 feet); thence

3) Along the dividing line between lands belonging to EWR Realty, L.L.C. (Lot 26 in Block 5090) and lands now or formerly belonging to Charles M. Weinberg (Lot 20 in Block 5090) to a point in the westerly right of way line of New Jersey State Highway Route No. 1&9, N 84° 08' 28" E 141.201 meters (463.26 feet); thence

4) Along said westerly right of way line of New Jersey State Highway Route No. 1&9 S 22° 01' 28" W 76.193 meters (249.98 feet) to a point, the point and place of beginning.

Containing 8,140.4 square meters (87,622 square feet) or 0.8140 hectares (2.012 acres).

Subject to existing utilities as shown on this map, and, as may exist which are not shown on this map with, however, the right to relocate such shown and not shown utilities with the exception of the existing City of Newark Drainage Facilities.

Deed description refers to map entitled, "Map Showing Fee Parcel to be Acquired by the Port Authority of New York and New Jersey from EWR Realty, L.L.C. situate within Lot 26 in Block 5090, City of Newark, Essex County, New Jersey," prepared by John Zanetakos Associates, Inc., dated: July 22, 1997, revised: August 4, 1997, Job No. 8438-1400-1.

All coordinates, bearings and distances are referenced to the New Jersey Plane Coordinate System (NAD-83) as set forth in N.J.S. 51:3-7.

Arthur E. Hanson, Jr.
Professional Engineer and Land Surveyor
New Jersey License No. 19960

Revised: September 30, 1997
Revised: August 4, 1997
July 22, 1997

Job No. 8438-1400-2

DEED DESCRIPTION

**OF A FEE PARCEL OF LAND TO BE ACQUIRED BY
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
FROM
ASCOR, INC.
BEING A PART OF LOT 8 IN BLOCK 5090
IN THE
CITY OF NEWARK
ESSEX COUNTY, NEW JERSEY**

Deed description of a Fee Parcel of land situate west of New Jersey State Highway Route No. 1&9, between Haynes Avenue and McClellan Street, in the City of Newark, Essex County, New Jersey.

Fee Parcel 2:

Beginning at the corner common to lands belonging to Ascor, Inc., being known as Lot 8 in Block 5090 as shown on the City of Newark Tax Assessment Map, lands now or formerly belonging to EWR Realty, L.L.C., being Lot 26 in Block 5090 and lands now or formerly belonging to RJB Associates, being Lot 28 in Block 5090, said point of beginning also being S 84° 08' 28" W 100.532 meters (329.83 feet) along the dividing line between lands now or formerly belonging to EWR Realty, L.L.C. (Lot 26 in Block 5090) to the north and lands now or formerly belonging to RJB Associates (Lot 28 in Block 5090) to the south from its intersection with the westerly line of New Jersey State Highway Route No. 1&9 and said point of beginning having New Jersey Plane Coordinate System (NAD-83) values of N 207,212.9248 meters E 176,364.9073 meters (N 679,831.070 ft. E 578,623.866 ft.) and running; thence the following two (2) courses along the dividing line between said lands belonging to Ascor, Inc. (Lot 8 in Block 5090) and said lands now or formerly belonging to RJB Associates (Lot 28 in Block 5090).

1) S 84° 31' 58" W 14.215 meters (46.64 feet) to a point,

2) S 00° 24' 02" E 16.805 meters (55.13 feet) to a point in the northerly line of lands now or formerly belonging to Anheuser-Busch, Inc. (Lot 44 in Block 5090),

3) Along the dividing line between lands belonging to Ascor, Inc. (Lot 8 in Block 5090) and lands now or formerly belonging to Anheuser-Busch, Inc. (Lot 44 in Block 5090), to a point in the easterly right of way line of Bessemer Street (6.095 meters / 20' wide), N 85° 49' 37" W 115.140 meters (377.76 feet), thence

4) Along the said easterly right of way line of Bessemer Street, (6.095 meters / 20' wide) N 05° 48' 41" W 6.187 meters (20.30 feet) to a point; thence the following two (2) courses across and through lands belonging to Ascor, Inc. (Lot 8 in Block 5090),

5) S 85° 49' 37" E 14.489 meters (47.54 feet) to a point,

6) N 69° 24' 23" E 116.000 meters (380.58 feet) to a point in the westerly line of lands now or formerly belonging to EWR Realty, L.L.C. (Lot 26 in Block 5090),

7) Along the dividing line between lands belonging to Ascor, Inc. (Lot 8 in Block 5090) and lands now or formerly belonging to EWR Realty, L.L.C. (Lot 26 in Block 5090) to a point in the northerly line of lands now or formerly belonging to RJB Associates (Lot 28 in Block 5090) S 10° 08' 02" E 36.698 meters (120.40 feet), the point of beginning.

Containing 3,380.6 square meters (36,388 square feet) or 0.3381 hectares (0.835 acres).

Subject to existing utilities which may exist which are not shown on this map, with, however the right to relocate such utilities.

Subject to an existing 3.048 meters (10 foot wide) Sanitary Sewer Easement granted to the City of Newark and recorded in Deed Book 4929, Page 82 and being more particularly described as follows:

Beginning at the point of beginning of the above described parcel and running; thence

1) Along the first course of the above described parcel S 84° 31' 58" W 3.057 meters (10.03 feet) to a point; thence

2) N 10° 08' 02" W 35.884 meters (117.73 feet) to a point; thence

3) Along the sixth course of the above described parcel N 69° 24' 23" E 3.100 meters (10.17 feet) to a point; thence

4) Along the seventh course of the above described parcel S 10° 08' 02" E 36 698 meters (120.40 feet) to a point, the point and place of beginning.

Subject to additional existing utilities as shown on this map, and, as may exist which are not shown on this map with, however, the right to relocate such shown and not shown utilities.

Deed description refers to map entitled, "Map Showing Fee Parcel to be Acquired by the Port Authority of New York and New Jersey from Ascor, Inc. situate within Lot 8 in Block 5090, City of Newark, Essex County, New Jersey," prepared by John Zanetakos Associates, Inc., dated: July 22, 1997, revised: August 4, 1997, Job No. 8438-1400-2

All coordinates, bearings and distances are referenced to the New Jersey Plane Coordinate System (NAD-83) as set forth in N.J.S. 51:3-7.

Arthur E. Hanson, Jr.
Professional Engineer and Land Surveyor
New Jersey License No. 19960

Revised: September 30, 1997
Revised: August 4, 1997
July 22, 1997
Job No. 8438-1400-3

DEED DESCRIPTION

**OF A FEE PARCEL OF LAND
TO BE ACQUIRED BY
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
FROM
ANHEUSER-BUSCH, INC.
BEING A PART OF LOT 44 IN BLOCK 5090
IN THE
CITY OF NEWARK
ESSEX COUNTY, NEW JERSEY**

Deed description of a Fee Parcel of land situate west of New Jersey State Highway Route No. 1&9, between Haynes Avenue and McClellan Street, in the City of Newark, Essex County, New Jersey.

Fee Parcel 3:

Beginning at a point in the dividing line between lands belonging to Anheuser-Busch, Inc. being Lot 44 in Block 5090 as shown on the City of Newark Tax Assessment Map, to the south, and lands now or formerly belonging to Ascor, Inc. being Lot 8 in Block 5090 (Tax Map) to the north, said point of beginning being along said dividing line between lands of Anheuser-Busch, Inc. (Lot 44 in Block 5090) and lands now or formerly of Ascor, Inc. (Lot 8 in Block 5090) and lands now or formerly belonging to RJB Associates (Lot 28 in Block 5090), N 85° 49' 37" W 45.646 meters (149.76 feet) from a corner common to said lands belonging to Anheuser-Busch, Inc. (Lot 44 in Block 5090), lands now or formerly belonging to Ascor, Inc. (Lot 8 in Block 5090) and lands now or formerly belonging to RJB Associates (Lot 28 in Block 5090) having New Jersey Plane Coordinate System (NAD-83) values of N 207,197.5835 meters E 176,312.2547 meters (N 679,780.738 feet E 578,451.122 feet) and running; thence the following four (4) courses across and through said lands belonging to Anheuser-Busch Inc (Lot 44 in Block 5090),

1) S 74° 38' 47" W 118.496 meters (388.76 feet) to a point

2) S 60° 34' 41" W 74.349 meters (243.93 feet) to a point,

3) N 65° 48' 05" W 86.034 meters (282.26 feet) to a point,

4) N 53° 03' 17" W 31.419 meters (103.08 feet) to a point in the easterly line of lands now or formerly belonging to Hartz Mountain Industries, Inc. (Lot 1 in Block 5090); thence

5) Along the dividing line between lands belonging to Anheuser-Busch, Inc. (Lot 44 in Block 5090) and lands now or formerly belonging to Hartz Mountain Industries, Inc. N 28° 56' 23" E 52.552 meters (172.41 feet) to a point in the southerly line of lands now or formerly belonging to the City of Newark (Lot 5 in Block 5090); thence

6) Along the dividing line between lands belonging to Anheuser-Busch, Inc. (Lot 44 in Block 5090) and lands now or formerly belonging to the City of Newark (Lot 5 in Block 5090), S 68° 42' 37" E 69.183 meters (226.98 feet) to a point; thence

7) Still along said dividing line between lands belonging to Anheuser-Busch, Inc. (Lot 44 in Block 5090) and lands now or formerly belonging to the City of Newark (Lot 5 in Block 5090) and along a portion of the southerly terminus of Bessemer Street (6.905 meters / 20' wide), S 89° 19' 37" E 113.375 meters (371.97 feet) to a point; thence

8) Still along a portion of the southerly terminus of Bessemer Street (6.905 meters / 20' wide) and along the said dividing line between lands belonging to Anheuser-Busch, Inc. (Lot 44 in Block 5090) and lands now or formerly belonging to Ascor, Inc. (Lot 8 in Block 5090) S 85° 49' 37" E 79.561 meters (261.03 feet) to a point, the point and place of beginning.

Containing 11,999.5 square meters (129,161 square feet) or 1.1999 hectares (2.965 acres).

Fee Parcel 3 is subject to the following easements:

Subject to a proposed non-exclusive (6.095 meters / 20 foot) wide surface access easement to be granted to Anheuser-Busch, Inc. being more particularly described as follows:

Beginning at the terminus of the seventh course of the aforementioned Fee Parcel of land to be acquired by the Port Authority of New York and New Jersey from Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090), said point being N 85° 49' 37" W 125.207 meters (410.79 feet) along the northerly line of lands belonging to Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090) from the northeasterly corner of said lands belonging to Anheuser-Busch, Inc. (Part Lot 44 in Block 5090) having a New Jersey Plane

Coordinate System (NAD-83) value of N 207,203.3731 meters E 176, 232.9046 meters (N 679,799.733 feet E 578,190.784 feet) and running; thence

1) Along a portion of the southerly terminus of Bessemer Street (6.095 meters / 20' wide) S 85° 49' 37" E 3.145 meters (10.32 feet) to a point; thence the following three (3) courses across and through lands to be acquired by the Port Authority of New York and New Jersey from Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090),

2) S 05° 48' 41" E 4.413 meters (14.48 feet) to a point of curvature,

3) Southwesterly along a curve to the right having a radius of 25.906 meters (84.99 feet), for an arc length of 30.018 meters (98.48 feet), the chord of which bears S 27° 23' 00" W 28.365 meters (93.06 feet) to a point of tangency,

4) S 60° 34' 41" W 1.460 meters (4.79 feet) to a point; thence

5) Along the southerly line of lands to be acquired by the Port Authority of New York and New Jersey from Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090), S 74° 38' 47" W 25.077 meters (82.27 feet) to a point; thence the following three (3) courses across and through lands to be acquired by the Port Authority of New York and New Jersey from Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090),

6) N 60° 34' 41" E 25.784 meters (84.59 feet) to a point of curvature,

7) Northerly along a curve to the left having a radius of 19.810 meters (64.99 feet), for an arc length of 22.955 meters (75.31 feet), the chord of which bears N 27° 23' 00" E 21.691 meters (71.16 feet) to a point of tangency,

8) N 05° 48' 41" W 5.300 meters (17.39 feet) to a point in the southerly terminus of Bessemer Street (6.095 meters / 20 feet wide); thence

9) Along a portion of the southerly terminus of said Bessemer Street (6.095 meters / 20 feet wide) S 89° 19' 37" E 3.017 meters (9.90 feet) to a point, the point and place of beginning.

Subject to an existing easement granted to the City of Newark for the Southside Interceptor (sanitary sewer), being more particularly described as follows:

Beginning at the corner common to lands to be acquired by the Port Authority of New York and New Jersey from Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090), lands now or formerly belonging to the City of Newark (Lot 5 in Block 5090) and lands now or formerly belonging to Hartz Mountain Industries, Inc. (Lot 1 in Block 5090), said corner also being the terminus of the fifth course of the aforementioned Fee Parcel of land to be acquired by the Port Authority of New York and New Jersey from Anheuser-

Busch, Inc. (Part of Lot 44 in Block 5090) having a New Jersey Plane Coordinate System (NAD-83) value of N 207,229.8241 meters E 176,055.0757 meters (N 679,886.515 feet E 577,607.440 feet) and running: thence

1) Along the dividing line between lands to be acquired by the Port Authority of New York and New Jersey from Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090), and lands now or formerly belonging to the City of Newark (Lot 5 in Block 5090), S 68° 42' 37" E 14.873 meters (48.80 feet) to a point; thence

2) Across and through lands to be acquired by the Port Authority of New York and New Jersey from Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090), S 30° 05' 52" W 56.456 meters (185.22 feet) to a point; thence

3) Along the southwesterly line of said lands to be acquired by the Port Authority of New York and New Jersey from Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090), N 53° 03' 17" W 13.733 meters (45.06 feet) to a point; thence

4) Along the dividing line between lands to be acquired by the Port Authority of New York and New Jersey from Anheuser-Busch, Inc. (Part of Lot 44 in Block 5090), and lands now or formerly belonging to Hartz Mountain Industries, Inc. (Lot 1 in Block 5090) N 28° 56' 23" E 52.552 meters (172.41 feet) to a point, the point and place of beginning.

Subject to additional existing utilities as shown, and as may exist which are not shown on this map with, however, the right to relocate such shown and not shown utilities.

Deed description refers to map entitled, "Map Showing Fee Parcel to be Acquired by the Port Authority of New York and New Jersey from Anheuser-Busch, Inc. situate within Lot 44 in Block 5090" prepared by John Zanetakos Associates, Inc., dated: July 22, 1997, revised: August 4, 1997, Job No. 8438-1400-3.

All coordinates, bearings and distances are referenced to the New Jersey Plane Coordinate System (NAD-83) as set forth in N.J.S. 51:3-7.

Arthur E. Hanson, Jr.
Professional Engineer and Land Surveyor
New Jersey License No. 19960

Revised: September 30, 1997
Revised: September 11, 1997
Revised: September 2, 1997
Revised: August 4, 1997
July 22, 1997
Job No. 8438-1400-4

DEED DESCRIPTION

**OF FEE PARCELS AND EASEMENT PARCELS
TO BE ACQUIRED BY
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
FROM
HARTZ MOUNTAIN INDUSTRIES, INC.
BEING A PART OF LOT 126.01 IN BLOCK 5088
AND A PART OF LOT 1.01 IN BLOCK 5090
IN THE
CITY OF NEWARK
ESSEX COUNTY, NEW JERSEY**

Deed description of Fee Parcels and Easement Parcels situate north and south of the Haynes Avenue Parcel, also known as Haynes Avenue, in the City of Newark, Essex County, New Jersey.

Fee Parcel 4A:

Beginning at the point in the southerly line of the Haynes Avenue Parcel, said point being the following seven (7) courses along said southerly line of the Haynes Avenue Parcel from its intersection with the dividing line, if extended southerly across and through the Haynes Avenue Parcel, between lands belonging to Hartz Mountain Industries, Inc. being known as Lot 1.01 in Block 5090 as shown on the City of Newark Tax Assessment Map, to the west and lands now or formerly belonging to 146 Haynes Corporation being known as Lot 132 in Block 5088 (Tax Map) to the east, said point of beginning having New Jersey Plane Coordinate System (NAD-83) values of N 207,477.4969 meters E 176,089.4447 meters (N 680,699.088 feet E 577,720.120 feet) and running,

a) S 85° 54' 49" W 70.713 meters (232.00 feet) to a point,
b) S 31° 32' 59" W 1.012 meters (3.32 feet) to a point,
c) S 85° 54' 49" W 47.352 meters (155.36 feet) to a point,
d) S 04° 05' 11" E 1.981 meters (6.50 feet) to a point,

e) S 85° 54' 49" W 7.619 meters (25.00 feet) to a point,
f) N 04° 05' 11" W 1.981 meters (6.50 feet) to a point,
g) S 85° 54' 49" W 61.555 meters (201.95 feet) to the point of beginning and running; thence the following seven (7) courses across and through lands belonging to Hartz Mountain Industries, Inc. (Lot 1.01 in Block 5090) to a point in the dividing line between lands belonging to Hartz Mountain Industries, Inc. (Lot 1.01 in Block 5090) and lands now or formerly of Anheuser-Busch, Inc. (Lot 44 in Block 5090),

1) S 24° 13' 57" W 7.708 meters (25.29 feet) to a point of curvature,

2) Southwesterly along a curve to the right having a radius of 103.013 meters (337.97 feet), for an arc length of 25.659 meters (84.18 feet), the chord of which bears S 31° 22' 07" W 25.595 meters (83.97 feet) to a point of reverse curvature,

3) Southerly along a curve to the left having a radius of 88.384 meters (289.97 feet), for an arc length of 24.619 meters (80.77 feet), the chord of which bears S 32° 31' 29" W 24.540 meters (80.51 feet) to a point of tangency,

4) S 22° 32' 41" W 121.693 meters (399.25 feet) to a point of curvature,

5) Southeasterly along a curve to the left having a radius of 60.954 meters (199.98 feet), for an arc length of 20.023 meters (65.69 feet), the chord of which bears S 13° 08' 01" W 19.935 meters (65.40 feet) to a point of compound curvature,

6) Southeasterly along a curve to the left having a radius of 117.947 meters (386.96 feet), for an arc length of 58.833 meters (193.02 feet), the chord of which bears S 10° 34' 03" E 58.227 meters (191.03 feet) to a point of compound curvature,

7) Southeasterly along a curve to the left having a radius of 110.328 meters (361.97 feet), for an arc length of 39.023 meters (128.03 feet), the chord of which bears S 34° 59' 26" E 38.822 meters (127.37 feet) to a point,

8) Along said dividing line between lands belonging to Hartz Mountain Industries, Inc. (Lot 1.01 in Block 5090) and lands now or formerly of Anheuser-Busch, Inc. (Lot 44 in Block 5090) S 28° 56' 23" W 26.043 meters (85.44 feet) to a point; thence the following three (3) courses across and through lands belonging to Hartz Mountain Industries, Inc. (Lot 1.01 in Block 5090) to a point in the southerly line of the Haynes Avenue Parcel,

9) Northerly along a curve to the right having a radius of 137.148 meters (449.96 feet), for an arc length of 170.761 meters (560.24 feet), the chord of which bears N 13° 07' 28" W 159.945 meters (524.75 feet) to a point,

10) N 64° 16' 03" W 3.755 meters (12.32 feet) to a point,

11) N 24° 13' 57" E 146.340 meters (480.12 feet) to a point, thence the following five (5) courses along said southerly line of the Haynes Avenue Parcel,

12) N 85° 54' 49" E 19.298 meters (63.31 feet) to a point,

13) S 23° 36' 59" W 7.924 meters (26.00 feet) to a point,

14) S 66° 23' 01" E 4.319 meters (14.17 feet) to a point,

15) N 25° 36' 23" E 10.387 meters (34.08 feet) to a point,

16) N 85° 54' 49" E 14.958 meters (49.08 feet) to a point, the point and place of beginning.

Containing 8,740.4 square meters (94,090 square feet) or 0.8740 hectares (2.160 acres).

Fee Parcel 4B:

Beginning at the point in the northerly line of the Haynes Avenue Parcel, said point being along said northerly line of the Haynes Avenue Parcel S 85° 54' 49" W 168.451 meters (552.66 feet) from its intersection with the dividing line between lands now or formerly belonging to Hartz Mountain Industries, Inc. being known as part of Lot 1.01 in Block 5090 as shown on the City of Newark Tax Assessment Map, to the west and lands now or formerly belonging to 146 Haynes Corporation, being known as Lot 132 in Block 5088 (Tax Map) to the east, said point of beginning having New Jersey Plane Coordinate System (NAD-83) values of N 207,499.8405 meters E 176,102.8437 meters (N 680,772.393 feet E 577,764.081 feet) and running; thence

1) Along the northerly line of the Haynes Avenue Parcel S 85° 54' 49" W 42.991 meters (141.05 feet) to a point, thence the following seventeen (17) courses across and through lands belonging to Hartz Mountain Industries, Inc. (Lot 126.01 in Block 5088 and Lot 1.01 in Block 5090)

2) Northeasterly along a curve to the right having a radius of 914.318 meters (2999.73 feet), for an arc length of 45.542 meters (149.42 feet), the chord of which bears N 25° 56' 08" E 45.542 meters (149.42 feet) to a point of tangency.

3) N 27° 21' 45" E 42.382 meters (139.05) to a point of curvature.

4) Northeasterly along a curve to the left having a radius of 463.255 meters (1519.86 feet), for an arc length of 25.177 meters (82.60 feet), the chord of which bears N 25° 48' 20" E 25.174 meters (82.59 feet) to a point of tangency

5) N 24° 14' 55" E 260.651 meters (855.15 feet) to a point of curvature.

6) Northeasterly along a curve to the right having a radius of 914.318 meters (2999.73 feet), for an arc length of 44.802 meters (146.99 feet), the chord which bears N 25° 39' 08" E 44.795 meters (146.97 feet) to a point of tangency,

7) N 27° 03' 22" E 22.041 meters (72.31 feet) to a point of curvature,

8) Northeasterly along a curve to the left having a radius of 463.255 meters (1519.86 feet), for an arc length of 22.827 meters (74.89 feet), the chord of which bears N 25° 38' 39" E 22.827 meters (74.89 feet) to a point of tangency,

9) N 24° 13' 57" E 54.149 meters (177.65 feet) to a point,

10) S 65° 46' 03" E 6.095 meters (20.00 feet) to a point,

11) S 24° 13' 57" W 112.699 meters (369.75 feet) to a point,

12) S 65° 46' 03" E 13.245 meters (43.46 feet) to a point of curvature,

13) Southeasterly along a curve to the right having a radius of 23.163 meters (75.99 feet), for an arc length of 47.653 meters (156.34 feet), the chord of which bears S 06° 49' 47" E 39.683 meters (130.19 feet) to a point of reverse curvature,

14) Southwesterly along a curve to the left having a radius of 32.001 meters (104.99 feet), for an arc length of 15.569 meters (51.08 feet), the chord of which bears S 38° 10' 13" W 15.416 meters (50.58 feet) to a point of tangency,

15) S 24° 13' 57" W 126.376 meters (414.62 feet) to a point of curvature,

16) Southwesterly along a curve to the right having a radius of 67.964 meters (222.98 feet), for an arc length of 17.172 meters (56.34 feet), the chord of which bears S 31° 28' 15" W 17.126 meters (56.19 feet) to a point of reverse curvature,

17) Southwesterly along a curve to the left having a radius of 103.623 meters (339.97 feet), for an arc length of 26.182 meters (85.90 feet), the chord of which bears S 31° 28' 15" W 26.112 meters (85.67 feet) to a point of tangency,

18) S 24° 13' 57" W 166.095 meters (544.93 feet) to a point, the point and place of beginning.

Containing 15.326.4 square meters (164,977 square feet) or 1.5326 hectares (3 787 acres)

Fee Parcel 4E:

Beginning at a point within lands belonging to Hartz Mountain Industries, Inc.

(Lot 126.01 in Block 5088) said point being the following five) courses from the point of intersection formed by the northerly line of the Haynes Avenue Parcel with the dividing line between lands belonging to Hartz Mountain Industries, Inc. (part of Lot 1.01 in Block 5090), to the east, and lands now or formerly of Consolidated Rail Corporation, to the west, thence the following three (3) courses along said dividing line between lands belonging to Hartz Mountain Industries, Inc. (part of Lot 1.01 in Block 5090 and Lot 126.02 in Block 5088) and lands now or formerly of Consolidated Rail Corporation,

a) N 24° 15' 45" E 123.143 meters (404.01 feet) to a point,
b) N 18° 53' 51" E 43.771 meters (143.61 feet) to a point,
e) N 24° 37' 20" E 114.032 meters (374.12 feet) to a point, thence the following two (2) courses across and through lands belonging to Hartz Mountain Industries, Inc. (Lot 126.01 in Block 5088),
d) S 65° 46' 03" E 11.972 meters (39.28 feet) to a point,
f) N 24° 13' 57" E 4.573 meters (15.00 feet) to a point, the point and place of beginning, having New Jersey Plane Coordinate System (NAD-83) values of N 207,752.1781 meters E 176,168.2963 meters (N 681,600.270 feet E 577,978.823 feet) and running, thence the following four (4) courses across and through lands belonging to Hartz Mountain Industries, Inc. (Lot 126.01 in Block 5088)

1) N 24° 13' 57" E 6.096 meters (20.00 feet) to a point,

2) S 65° 46' 03" E 6.096 meters (20.00 feet) to a point,

3) S 24° 13' 57" W 6.096 meters (20.00 feet) to a point,

4) N 65° 46' 03" W 6.096 meters (20.00 feet) to a point, the point and place of beginning.

Containing 37.2 square meters (400 square feet) or 0.0037 hectares (0.009 acres).

Fee Parcel 4A is subject to the following two (2) easements:

<u>Southside Interceptor Sanitary Sewer Easement Being More Particularly Described as Follows:</u>

Beginning at the terminus of the seventh course of the Deed Description of Fee Parcel 4A a parcel of land to be acquired by The Port Authority of New York and New Jersey from Hartz Mountain Industries, Inc., said point of beginning having New Jersey Plane Coordinate System (NAD-83) values of N 207,206.6262 meters E 176,042.2446 meters (N 679,810.406 feet E 577,565.276 feet) and running; thence

1) Along the dividing line between lands belonging to Hartz Mountain Industries Inc (Lot 1.01 in Block 5090) and lands now or formerly of Anheuser-Busch Inc Lot 44 in Block 5090) S 28° 56' 23" W 26.042 meters (85.44 feet) to a point thence

2) Northwesterly along the westerly line of Fee Parcel 4A along a curve to the right having a radius of 137.148 meters (449.96 feet), for an arc length of 1.637 meters (5.37 feet), the chord of which bears N 48° 27' 07" W 1.637 meters (5.37 feet) to a point; thence

3) Across and through Fee Parcel 4A N 30° 05' 52" E 26.003 meters (85.31 feet) to a point; thence

4) Southeasterly along the easterly line of Fee Parcel 4A along a curve to the left having a radius of 110.328 meters (361.97 feet), for an arc length of 1.116 meters (3.66 feet), the chord of which bears S 44° 50' 01" E 1.116 meters (3.66 feet) to a point, the point and place of beginning.

6.095 Meter (20 Feet) Wide Gas Main Easement to be Granted to Public Service Electric and Gas Company Being More Particularly Described as Follows:

Beginning at the terminous of the seventh course of the Deed Description of Fee Parcel 4A, a parcel of land to be acquired by the Port Authority of New York and New Jersey from Hartz Mountain Industries, Inc. and running; thence

1) Along the dividing line between lands belonging to Hartz Mountain Industries, Inc. (Lot 1.01 in Block 5090) and lands now or formerly of Anheuser-Busch, Inc. (Lot 44 in Block 5090) S 28° 56' 23" W 26.042 meters (85.44 feet) to a point; thence

2) Northwesterly along the westerly line of Fee Parcel 4A along a curve to the right having a radius of 137.148 meters (449.96 feet), for an arc length of 6.273 meters (20.58 feet), the chord of which bears N 47° 29' 01" W 6.273 meters (20.58 feet) to a point; thence

3) Across and through Fee Parcel 4A N 28° 56' 23" E 25.780 meters (84.58 feet) to a point; thence

4) Southeasterly along the easterly line of Fee Parcel 4A along a curve to the left having a radius of 110.328 meters (361.97 feet), for an arc length of 6.474 meters (21.24 feet), the chord of which bears S 44° 02' 51" E 6.474 meters (21.24 feet) to a point, the point and place of beginning.

Fee Parcel 4B is subject to Easement Parcel 4.6 described as follows:

Subject to a 12.191 Meter (40.00 Feet) Wide Nonexclusive Access Easement to be Granted to Conrail, Easement Parcel 4.6 Being More Particularly Described as Follows:

Beginning at the terminous of the eleventh course of the Deed Description of Fee Parcel 4B, said point of beginning having New Jersey Plane Coordinate System

(NAD-83) values of N 207,860.3870 meters E 176,238.1917 meters (N 681,955.278 feet E 578,208.132 feet) and running; thence

1) Across and through Fee Parcel 4B N 65° 46' 03" W 8.317 meters (27.29) feet) to a point on curve; thence

2) Along the westerly line of Fee Parcel 4B along a curve to the right having a radius of 914.318 meters (2,999.73 feet), for an arc length of 12.201 meters (40.03 feet), the chord of which bears N 26° 34' 41" E 12.201 meters (40.03 feet) to a point; thence

3) Across and through Fee Parcel 4B S 65° 46' 03" E 7.817 meters (25.65) feet) to a point on curve; thence

4) Along the easterly line of Fee Parcel 4B S 24° 13' 57" W 12.191 meters (40.00 feet) to a point, the point and place of beginning.

Containing 98.3 square meters (1,059 square feet) or 0.0098 hectares (0.024 acres).

Proposed Aerial Fee Parcel 4F:

Beginning at a point in the easterly line of Fee Parcel 4D, said point being the following four (4) courses from the point of intersection formed by the northerly line of Haynes Avenue Parcel with the dividing line between lands belonging to Hartz Mountain Industries, Inc. (Part of Lot 1.01 in Block 5090), to the east and lands now or formerly of Consolidated Rail Corporation to the west; thence the following three (3) courses along said dividing line between lands belonging to Hartz Mountain Industries, Inc. (Part of Lot 1.01 in Block 5090 and Lot 126.02 in Block 5088) and lands now or formerly of Consolidated Rail Corporation,

a) N 24° 15' 45" E 123.143 meters (404.01 feet) to a point,
b) N 18° 53' 51" E 43.771 meters (143.61 feet) to a point,
c) N 24° 37' 20" E 114.032 meters (374.12 feet) to a point,
d) Across and through Fee Parcel 4D S 65° 46' 03" E 7.524 meters (24.69 feet) to the point of beginning, said point of beginning having a New Jersey Plane Coordinate System (NAD-83) value of N 207,749.8337 meters E 176,162.3633 meters (N 681,592.582 feet E 577,959.357 feet) and running; thence

1) Along the easterly line of Fee Parcel 4D N 24° 13' 43" E 15.239 meters (50.00 feet) to a point; thence

2) Across and through lands belonging to Hartz Mountain Industries, Inc (Lot 126.01 in Block 5088) to a point in the westerly line of Fee Parcel 4B S 65° 46' 03" E 14.895 meters (48.86 feet); thence

3) Along said westerly line of Fee Parcel 4B S 24° 14' 55" W 15.239 meters (50.00 feet) to a point; thence

4) Across and through lands belonging to Hartz Mountain Industries, Inc. (Lot 126.01 in Block 5088) to a point in the easterly line of Fee Parcel 4D N 65° 46' 03" W 14.890 meters (48.85 feet), the point and place of beginning.

Containing 226.9 square meters (2,443 square feet) or 0.0227 hectares (0.056 acres).

The aforementioned proposed Aerial Fee Parcel 4F has a lower limiting plane at elevation 11.863 meters (38.92 feet) (NGVD-29).

Excepting from proposed Aerial Fee Parcel 4F, the parcel of land identified as Fee Parcel 4E.

Easement Parcel 4.8 for Maintenance, Repair, and Reconstruction of Adjacent Station:

Beginning at a point in the easterly line of Fee Parcel 4D, said point being the following four (4) courses from the point of intersection formed by the northerly line or the Haynes Avenue Parcel with the dividing line between lands belonging to Hartz Mountain Industries, Inc. (Part of Lot 1.01 in Block 5090), to the east and lands now or formally of Consolidated Rail Corporation to the west; thence the following three (3) courses along said dividing line between lands belonging to Hartz Mountain Industries, Inc. (Part of Lot 1.01 in Block 5090 and Lot 126.02 in Block 5088) and lands now or formerly of Consolidated Rail Corporation,

a) N 24° 15' 45" E 123.143 meters (404.01 feet) to a point,
b) N 18° 53' 51" E 43.771 meters (143.61 feet) to a point,
c) N 24° 37' 20" E 114.032 meters (374.12 feet) to a point,
d) Across and through Fee Parcel 4D S 65° 46' 03" E 7.524 meters (24.69 feet) to the point of beginning said point of beginning having a New Jersey Plane Coordinate System (NAD-83) value of N 207,749.8337 meters E 176,162.3633 meters (N 681,592.582 feet E 577,959.357 feet) and running; thence

1) Along the easterly line of Fee Parcel 4D N 24° 13' 43" E 15.239 meters (50.00 feet) to a point; thence

2) Across and through lands belonging to Hartz Mountain Industries, Inc. Lot 126.01 in Block 5088 to a point in the westerly line of Fee Parcel 4B S 65° 46' 03" E 14.895 meters (48.86 feet); thence

3) Along said westerly line of Fee Parcel 4B S 24° 14' 55" W 15.239 meters (50 00 feet) to a point; thence

4) Across and through lands belonging to Hartz Mountain Industries, Inc. (Lot 126.01 in Block 5088) to a point in the easterly line of Fee Parcel 4D N 65° 46' 03" W 14.890 meters (48.85 feet), the point and place of beginning.

Containing 226.9 square meters (2,443 square feet) or 0.0227 hectares (0.056 acres).

Excepting from proposed Easement 4.8, the parcel of land identified as Fee Parcel 4E.

Proposed Aerial Easement Parcel 4.9:

Beginning at a point in the dividing line between lands belonging to Hartz Mountain Industries, Inc. (Lot 126.01 in Block 5088) to the east and lands now or formerly belonging to Consolidated Rail Corporation to the west, said point being the following three (3) courses along said dividing line between lands belonging to Hartz Mountain Industries, Inc. (Lot 126.01 in Block 5088) and Consolidated Rail Corporation from its intersection with the northerly line of the Haynes Avenue Parcel,

a) N 24° 15' 45" E 123.143 meters (404.01 feet) to a point,
b) N 18° 53' 51" E 43.771 meters (143.61 feet) to a point,
d) N 24° 37' 20" E 114.032 meters (374.12 feet) to a point, the point of beginning having a New Jersey Plane Coordinate System (NAD-83) value of N 207,752.9219 meters E 176,155.5022 meters (N 681,602.714 feet E 577,936.847 feet) and running; thence

1) Along the westerly line of Fee Parcel 4D N 24° 37' 20" E 15.239 meters (50.00 feet) to a point; thence

2) Across and through Fee Parcel 4D S 65° 46' 03" E 7.419 meters (24.34 feet) to a point; thence

3) Along the easterly line of Fee Parcel 4D S 24° 13' 43" W 15.239 meters (50.00 feet) to a point; thence

4) Across and through Fee Parcel 4D N 65° 46' 03" W 7.524 meters (24.69 feet) to a point, the point and place of beginning.

Containing 113.9 square meters (1,226 square feet) or 0.0114 hectares (0.028 acres)

The aforementioned proposed Aerial Easement Parcel 4.9 has a Lower Limiting Plane at Elevation 11.863 meters (38.92 feet) (NGVD-29).

Subject to existing utilities and to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances (collectively "Facilities") now existing and remaining in, on, under, over, across and through the premises, as shown on this map and as may exist which are not shown on this map with, however, the right to relocate such shown and not shown utilities and Facilities with the exception of

1) City of Newark Water Mains (Easement granted to the City of Newark for a water pipe tunnel, dated: December 31, 1930.
2) 12.240 meter (50 foot) wide Southside Interceptor Easement (sanitary sewer)
3) Subsurface utility rights within a portion of the existing 12.191 meter (40') wide Access Easement granted to Conrail (Deed Book 5082 Page 366)
4) City of Newark Sanitary Sewer Line

Deed Description refers to map entitled "Map Showing Fee Parcels and Easement Parcels to be Acquired by The Port Authority of New York and New Jersey from Hartz Mountain Industries, Inc. situate within Lot 126.01 in Block 5088 and Lot 1.01 in Block 5090", prepared by John Zanetakos Associates, Inc., dated July 22, 1997, revised: September 11, 1997, Job No. 8438-1400-4.

All coordinates, bearings and distances are referenced to the New Jersey Plane Coordinate System (NAD-83) as set forth in N.J.S. 51:3-7.

Arthur E. Hanson, Jr.
Professional Engineer and Land Surveyor
New Jersey License No. 19960

Revised: September 30, 1997
Revised: September 11, 1997
Revised: August 4, 1997
July 22, 1997
Job No. 8438-1400-5

DEED DESCRIPTION

**OF A PERMANENT EASEMENT
TO BE ACQUIRED BY
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
FROM THE
CITY OF NEWARK
WITHIN THE HAYNES AVENUE PARCEL
IN THE
CITY OF NEWARK
ESSEX COUNTY, NEW JERSEY**

Deed description of a proposed permanent easement situate within lands belonging to the City of Newark, being known as the Haynes Avenue Parcel located between lands now or formerly belonging to Hartz Mountain Industries, Inc., in the City of Newark, Essex County, New Jersey.

Proposed Permanent Easement Parcel No. 5.1:

Beginning at the point in the northerly line of the Haynes Avenue Parcel, said point being along said northerly line of the Haynes Avenue Parcel S 85° 54' 49" W 171.910 meters (564.01 feet) from its intersection with the dividing line between lands now or formerly belonging to Hartz Mountain Industries, Inc. being known as part of Lot 1 in Block 5090 as shown on the City of Newark Tax Assessment Map, to the west and lands now or formerly belonging to 146 Haynes Corporation, being known as Lot 132 in Block 5088 (Tax Map) to the east, said point of beginning having New Jersey Plane Coordinate System (NAD-83) values of N 207,499.5938 meters E 176,099.3905 meters (N 680,771.583 feet E 577,752.750 feet) and running; thence

1) Running across and through the Haynes Avenue Parcel to a point on the southerly line of the Haynes Avenue Parcel, S 24° 13' 57" W 24.232 meters (79.50 feet); thence the following five (5) courses along the southerly line of the Haynes Avenue Parcel,

2) S 85° 54' 49" W 14.958 meters (49.08 feet) to a point,

3) S 25° 36' 23" W 10.387 meters (34.08 feet) to a point,

4) N 66° 23' 01" W 4.319 meters (14.17 feet) to a point,

5) N 23° 36' 59" E 7.924 meters (26.00 feet) to a point,

6) S 85° 54' 49" W 19.298 meters (63.31 feet) to a point; thence the following two (2) courses across and through the Haynes Avenue Parcel,

7) N 24° 13' 53" E 19.813 meters (65.00 feet) to a point of curvature,

8) Northeasterly along a curve to the left having a radius of 914.318 meters (2999.73 feet), for an arc length of 4.426 meters (14.52 feet), the chord of which bears N 20° 46' 03" E 4.426 meters (14.52 feet) to a point in the northerly line of the Haynes Avenue Parcel,

9) Along said northerly line of the Haynes Avenue Parcel N 85° 54' 49" E 39.529 meters (129.69 feet) to a point, the point and place of beginning.

Containing 884.4 square meters (9,520 square feet) or 0.0884 hectares (0.219 acres).

Proposed Permanent Easement Parcel No. 5.1 is subject to and reserving to the City of Newark the right of entry for the purpose of reconstructing, maintaining and operating the existing Haynes Avenue Bridge within the volume of space above that portion of Haynes Avenue to be vacated and further excepting an easement to the City of Newark within the volume of space above that portion of Haynes Avenue to be vacated, for the purpose of reconstructing, maintaining and operating the Haynes Avenue Bridge.

Deed Description refers to map entitled "Map Showing Proposed Fee Parcel Temporary and Permanent Easements to be Acquired by the Port Authority of New York and New Jersey from the City of Newark situate within the Haynes Avenue Parcel", prepared by John Zanetakos Associates, Inc., dated July 22, 1997, revised: September 11, 1997, Job No. 8438-1400-5.

All coordinates, bearings and distances are referenced to the New Jersey Plane Coordinate System (NAD-83) as set forth in N.J.S. 51:3-7.

Arthur E. Hanson, Jr.
Professional Engineer and Land Surveyor
New Jersey License No. 19960

BET CONSULTANTS

METES AND BOUNDS DESCRIPTION FOR EASEMENT PARCEL NO. E6-1
(AERIAL EASEMENT)
(AMTRAK TO PORT AUTHORITY OF NY/NJ)

AN AERIAL EASEMENT FOR PEDESTRIAN WALKWAY STRUCTURES AND APPURTENANCES, 15.240 METERS (50.00 FEET) IN WIDTH, THE LOWER LIMIT OF THE PLANE BEING AT AN ELEVATION OF 11.863 METERS (38.92 FEET) [VERTICAL DATUM REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NAGVD 29)]. SAID AERIAL EASEMENT PARCEL IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK, SAID POINT BEING LOCATED IN FRONT OF STATION 4165+54.00 (PROPOSED NEC TRACK #0 CENTER LINE) AND 3.048 METERS (10.00 FEET) MEASURED AT RIGHT ANGLE, SAID POINT BEING DISTANT THE FOLLOWING FOUR COURSES FROM THE INTERSECTION OF THE FORMER EASTERLY RIGHT-OF-WAY LINE OF CONSOLIDATED RAIL CORPORATION/CONRAIL WITH THE NORTHERLY PROPERTY LINE OF THE ROAD BED OF HAYNES AVENUE, AS DESCRIBED IN DEED BOOK 5082, PAGE 366; SAID BEGINNING POINT HAVING A NEW JERSEY PLANE COORDINATE SYSTEM (NAD-83) NORTHING VALUE OF 207754.9424 METERS AND EASTING VALUE OF 176149.6710 METERS (N 681610.703 FT, E 577918.868 FT):

A. ALONG SAID FORMER RIGHT-OF-WAY LINE N24° 15' 45" E, A DISTANCE OF 123.243 METERS (404.34 FEET), THENCE;
B. STILL ALONG SAID LINE N18° 53' 51" E, A DISTANCE OF 43.771 METERS (143.61 FEET), THENCE;
C. STILL ALONG SAID LINE N24° 37' 20" E, A DISTANCE OF 114.031 METERS (374.12 FEET), THENCE;
D. ALONG A NEW LINE THROUGH LANDS OF CONSOLIDATED RAIL CORPORATION/CONRAIL, N65° 46' 03" W, A DISTANCE OF 6.039 METERS (19.81 FEET) TO THE PROPER POINT OF BEGINNING.

1. RUNNING ALONG A NEW LINE ABOVE AND ACROSS LANDS OF NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK N65° 46' 03" W, A DISTANCE OF 4.444 METERS (14.58 FEET) TO A POINT, THENCE;

2. RUNNING ALONG A NEW LINE [BEING THE SOUTHERLY EASEMENT LINE OF PARCEL E6-2 (EASEMENT)] N24° 13' 57" E, A DISTANCE OF 15.240 METERS (50.00 FEET) TO A POINT, THENCE;

3. STILL RUNNING ALONG A NEW LINE ABOVE AND ACROSS LANDS OF NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK S65° 46' 03" E, A DISTANCE OF 4.444 METERS (14.58 FEET) TO A POINT, THENCE;

BET CONSULTANTS

4. RUNNING ALONG SAID EXISTING RIGHT-OF-WAY LINE OF NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK, S24° 13' 57" W, A DISTANCE OF 15.240 METERS (50.00 FEET) TO THE POINT AND PLACE OF BEGINNING.

CONTAINING AN EASEMENT AREA OF 67.7 SQUARE METERS (729 SQUARE FEET) OR 0.0068 HECTARE (0.017 ACRE).

EASEMENT DESCRIPTION REFERS TO MAP ENTITLED, "MAP SHOWING EASEMENTS TO BE GRANTED TO THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY BY NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK" PREPARED BY BET CONSULTANTS, DATED JULY 22, 1997, JOB NO. 9638.

ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE NEW JERSEY PLANE COORDINATE SYSTEM (NAD-83) AS SET FORTH IN N.J.S 51:3-7.

CERTIFIED BY: Julio E Esquivel **DATE:** JULY 22, 1997
JULIO E ESQUIVEL, PLS
NJ LIC. NO. 19943

BET CONSULTANTS

METES AND BOUNDS FOR EASEMENT PARCEL NO. E6-2 (EASEMENT)
(AMTRAK TO PORT AUTHORITY OF NY/NJ)

EASEMENT FOR SUPPORT AND MAINTENANCE OF ELEVATED CONCRETE PLATFORMS AND APPURTENANCES, SAID LAND EASEMENT PARCEL IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN FRONT OF STATION 4160+54.38 (PROPOSED NEC TRACK #0 CENTER LINE) AND 1.397 METERS (4.58 FEET) MEASURED AT RIGHT ANGLE, SAID POINT BEING DISTANT THE FOLLOWING FIVE COURSES FROM THE INTERSECTION OF THE FORMER EASTERLY RIGHT-OF-WAY LINE OF CONSOLIDATED RAIL CORPORATION/CONRAIL WITH THE NORTHERLY PROPERTY LINE OF THE ROAD BED OF HAYNES AVENUE, AS DESCRIBED IN DEED BOOK 5082, PAGE 366; SAID BEGINNING POINT HAVING A NEW JERSEY PLANE COORDINATE SYSTEM (NAD-83) NORTHING VALUE OF 207617.9003 METERS AND EASTING VALUE OF 176083.1136 METERS (N 681161.090 FT, E 577700.504 FT):

A. ALONG SAID FORMER RIGHT-OF-WAY LINE N24° 15' 45" E, A DISTANCE OF 123.243 METERS (404.34 FEET), THENCE;
B. STILL ALONG SAID LINE N18° 53' 51" E, A DISTANCE OF 43.771 METERS (143.61 FEET), THENCE;
C. STILL ALONG SAID LINE N24° 37' 20'E, A DISTANCE OF 114.031 METERS (374.12 FEET), THENCE;
D. ALONG A NEW LINE THROUGH LANDS OF CONSOLIDATED RAIL CORPORATION/CONRAIL AND THROUGH LANDS OF NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK, N65° 46' 03" W, A DISTANCE OF 10.483 METERS (34.39 FEET), THENCE;
E. ALONG A NEW LINE THROUGH LANDS OF NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK S 24° 13' 57" W, A DISTANCE OF 152.285 METERS (499.62 FEET) TO THE PROPER POINT OF BEGINNING.

1. RUNNING ALONG A NEW LINE ACROSS LANDS OF NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK N65° 46' 03" W, A DISTANCE OF 9703 METERS (31.83 FEET) TO A POINT, THENCE;

2. STILL RUNNING ALONG A NEW LINE N24° 13' 57" E, A DISTANCE OF 319.810 METERS (1049.24 FEET) TO A POINT, THENCE;

3. STILL RUNNING ALONG A NEW LINE S65° 46' 03" E, A DISTANCE OF 9.703 METERS (31.83 FEET) TO A POINT, THENCE;

4. STILL RUNNING ALONG A NEW LINE S24° 13' 57" W, A DISTANCE OF 319.810 METERS (1049.24 FEET) TO THE POINT AND PLACE OF BEGINNING.

CONTAINING AN EASEMENT AREA OF 3,103.0 SQUARE METERS (33,401 SQUARE FEET) OR 0.3103 HECTARE (0.767 ACRE).

BET CONSULTANTS

EASEMENT DESCRIPTION REFERS TO MAP ENTITLED, "MAP SHOWING EASEMENTS TO BE GRANTED TO THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY BY NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK" PREPARED BY BET CONSULTANTS, DATED JULY 22, 1997, JOB NO. 9638.

ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE NEW JERSEY PLANE COORDINATE SYSTEM (NAD-83) AS SET FORTH IN N.J.S 51:3-7.

CERTIFIED BY: Julio E. Esquivel **DATE:** JULY 22, 1997
JULIO E ESQUIVEL, PLS
NJ LICENSE NO. 19943

BET CONSULTANTS

METES AND BOUNDS DESCRIPTION FOR EASEMENT PARCEL NO. E6-3
(AERIAL EASEMENT)
(AMTRAK TO PORT AUTHORITY OF NY/NJ)

AN AERIAL EASEMENT FOR PEDESTRIAN WALKWAY STRUCTURES AND APPURTENANCES, 15.240 METERS (50.00 FEET) IN WIDTH, THE LOWER LIMIT OF THE PLANE BEING AT AN ELEVATION OF 11.863 METERS (38.92 FEET) [VERTICAL DATUM REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29)]. SAID AERIAL EASEMENT PARCEL IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE PROPOSED NORTHERLY EASEMENT LINE OF PARCEL E6-2 (LAND EASEMENT), SAID POINT BEING LOCATED IN FRONT OF STATION 4165+54.00 (PROPOSED NEC TRACK #0 CENTERLINE) SAID POINT BEING DISTANT THE FOLLOWING FOUR COURSES FROM THE INTERSECTION OF THE FORMER EASTERLY RIGHT-OF-WAY LINE OF CONSOLIDATED RAIL CORPORATION/CONRAIL WITH THE NORTHERLY PROPERTY LINE OF THE ROAD BED OF HAYNES AVENUE, AS DESCRIBED IN DEED BOOK 5082, PAGE 366; SAID BEGINNING POINT HAVING A NEW JERSEY PLANE COORDINATE SYSTEM (NAD-83) NORTHING VALUE OF 207760.7492 METERS AND EASTING VALUE OF 176136.7698 METERS (N 681629.755 FT, E 577876.541 FT):

A. ALONG SAID FORMER RIGHT-OF-WAY LINE N24° 15' 45" E, A DISTANCE OF 123.243 METERS (404.34 FEET), THENCE;
B. STILL ALONG SAID LINE N18° 53' 51" E, A DISTANCE OF 43.771 METERS (143.61 FEET), THENCE;
C. STILL ALONG SAID LINE N24° 37 20" E, A DISTANCE OF 114.031 METERS (374.12 FEET), THENCE;
D. ALONG A NEW LINE THROUGH LANDS OF CONSOLIDATED RAIL CORPORATION/CONRAIL, AND THROUGH LANDS OF NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK N65° 46' 03" W, A DISTANCE OF 20.186 METERS (66.22 FEET) TO THE PROPER POINT OF BEGINNING.

1. RUNNING ALONG A NEW LINE ABOVE AND ACROSS LANDS OF NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK N65° 46' 03" W, A DISTANCE OF 15.257 METERS (50.06 FEET) TO A POINT IN THE SOUTHERLY EASEMENT LINE OF PARCEL E6-4 (EASEMENT), THENCE;
2. RUNNING ALONG SAID LINE N24° 14' 57" E, A DISTANCE OF 15.240 METERS (50.00 FEET) TO A POINT, THENCE;
3. RUNNING ALONG A NEW LINE ABOVE AND ACROSS LANDS OF NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK S65° 46' 03" E, A DISTANCE OF 15.252 METERS (50.04 FEET) TO A POINT, THENCE;
4. RUNNING ALONG THE ABOVE MENTIONED NORTHERLY EASEMENT LINE OF PARCEL E6-2, S24° 13' 57" W, A DISTANCE OF 15.240 METERS (50.00 FEET) TO THE POINT AND PLACE OF BEGINNING.

BET CONSULTANTS

CONTAINING AN EASEMENT AREA OF 232.5 SQUARE METERS (2,502 SQUARE FEET) OR 0.0232 HECTARE (0.057 ACRE).

EASEMENT DESCRIPTION REFERS TO MAP ENTITLED, "MAP SHOWING EASEMENTS TO BE GRANTED TO THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY BY NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK" PREPARED BY BET CONSULTANTS, DATED JULY 22, 1997, JOB NO. 9638.

ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE NEW JERSEY PLANE COORDINATE SYSTEM (NAD-83) AS SET FORTH IN N.J.S 51:3-7.

CERTIFIED BY: Julio E. Esquivel **DATE:** JULY 22, 1997
JULIO E ESQUIVEL PLS
NJ LIC. NO. 19943

BET CONSULTANTS

METES AND BOUND DESCRIPTION FOR EASEMENT PARCEL NO. E6-4
(EASEMENT)
(AMTRAK TO PORT AUTHORITY OF NY/NJ)

EASEMENT FOR SUPPORT AND MAINTENANCE OF ELEVATED CONCRETE PLATFORMS AND APPURTENANCES, SAID LAND EASEMENT PARCEL IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN FRONT OF STATION 4160+54.38 (PROPOSED NEC TRACK #0 CENTER LINE), SAID POINT BEING DISTANT THE FOLLOWING FIVE COURSES FROM THE INTERSECTION OF THE FORMER EASTERLY RIGHT-OF-WAY LINE OF CONSOLIDATED RAIL CORPORATION/CONRAIL WITH THE NORTHERLY PROPERTY LINE OF THE ROAD BED OF HAYNES AVENUE, AS DESCRIBED IN DEED BOOK 5082, PAGE 366; SAID BEGINNING POINT HAVING A NEW JERSEY PLANE COORDINATE SYSTEM (NAD-83) NORTHING VALUE OF 207628.1629 METERS AND EASTING VALUE OF 176060.3129 METERS (N 681194.760 FT, E 577625.699 FT):

A. ALONG SAID FORMER RIGHT-OF-WAY LINE N24° 15' 45" E, A DISTANCE OF 123.243 METERS (404.34 FEET), THENCE;
B. STILL ALONG SAID LINE N18° 53' 51" E, A DISTANCE OF 43.771 METERS (143.61 FEET), THENCE;
C. STILL ALONG SAID LINE N24° 37' 20" E, A DISTANCE OF 114.031 METERS (374.12 FEET), THENCE;
D. ALONG A NEW LINE THROUGH LANDS NOW OR FORMERLY OF CONSOLIDATED RAIL CORPORATION/CONRAIL AND THROUGH LANDS OF NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK N65° 46' 03" W, A DISTANCE OF 35.443 METERS (116.28 FEET), THENCE;
E. ALONG A NEW LINE THROUGH LANDS OF NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK S24° 14' 57" W, A DISTANCE OF 152.285 METERS (499.62 FEET) TO THE PROPER POINT OF BEGINNING.

1. RUNNING ALONG A NEW LINE N65° 46' 03" W, A DISTANCE OF 8.734 METERS (28.66 FEET) TO A POINT, SAID POINT BEING ON A NON TANGENT CURVE, THENCE;

2. STILL RUNNING ALONG A NEW LINE AND ALSO ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5,500.243 METERS (18,045.42 FEET), AN ARC LENGTH OF 73.559 METERS (241.33 FEET) [CHORD BEARING N23° 34' 15" E, CHORD DISTANCE 73.558 METERS (241.33 FEET)] TO A POINT OF COMPOUND CURVATURE, THENCE;

3. STILL RUNNING ALONG A NEW LINE AND ALSO ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 7,333.767 METERS (24060.91 FEET), AN ARC LENGTH OF 37.790 METERS (123.98 FEET) [CHORD BEARING N24° 06' 06" E, CHORD DISTANCE 37.789 METERS (123.98 FEET)] TO A POINT OF TANGENCY, THENCE;

BET CONSULTANTS

4. STILL RUNNING ALONG A NEW LINE N24° 14' 57" E A DISTANCE OF 68.414 METERS (224.46 FEET) TO A POINT OF CURVATURE, THENCE:

5. STILL RUNNING ALONG A NEW LINE AND ALSO ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 7,332.648 METERS (24057.25 FEET), AN ARC LENGTH OF 37.778 METERS (123.94 FEET) [CHORD BEARING N24° 23' 48" E, CHORD DISTANCE 37.778 METERS (123.94 FEET)] TO A POINT OF COMPOUND CURVATURE, THENCE:

6. STILL RUNNING ALONG A NEW LINE AND ALSO ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5,500.243 METERS (18045.42 FEET), AN ARC LENGTH OF 87.317 METERS (286.47 FEET) [CHORD BEARING N24° 59' 57" E, CHORD DISTANCE 87.317 METERS (286.47 FEET)] TO A POINT OF COMPOUND CURVATURE, THENCE:

7. STILL RUNNING ALONG A NEW LINE AND ALSO ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 7,337.035 METERS (24071.64 FEET), AN ARC LENGTH OF 14.970 METERS (49.11 FEET) [CHORD BEARING N25° 30' 45" E, CHORD DISTANCE 14.970 METERS (49.11 FEET)] TO A POINT, THENCE:

8. STILL RUNNING ALONG A NEW LINE S65° 46' 03" E, A DISTANCE OF 8.132 METERS (26.68 FEET) TO A POINT, THENCE:

9. STILL RUNNING ALONG A NEW LINE S24° 14' 57" W, A DISTANCE OF 319.810 METERS (1049.24 FEET) TO THE POINT AND PLACE OF BEGINNING.

CONTAINING AN EASEMENT AREA OF 2,998.1 SQUARE METERS (32,271 SQUARE FEET) OR 0.2998 HECTARE (0.741 ACRE).

EASEMENT DESCRIPTION REFERS TO MAP ENTITLED, "MAP SHOWING EASEMENTS TO BE GRANTED TO THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY BY NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK" PREPARED BY BET CONSULTANTS, DATED JULY 22, 1997, JOB NO. 9638.

ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE NEW JERSEY PLANE COORDINATE SYSTEM (NAD-83) AS SET FORTH IN N.J.S 51:3-7.

CERTIFIED BY: Julio E. Esquivel DATE: JULY 22, 1997
JULIO E ESQUIVEL, PLS
NJ LICENSE NO. 19943

BET CONSULTANTS

METES AND BOUNDS DESCRIPTION FOR EASEMENT PARCEL NO. E8
(AERIAL EASEMENT)
(CONRAIL TO PORT AUTHORITY OF NY/NJ)

AN AERIAL EASEMENT FOR PEDESTRIAN WALKWAY STRUCTURES AND APPURTENANCES, THE LOWER LIMIT OF THE PLANE BEING AT AN ELEVATION OF 15.240 METERS (38.92 FEET) [VERTICAL DATUM REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29)]. SAID AERIAL EASEMENT PARCEL IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF NATIONAL RAILROAD PASSENGER CORPORATION/AMTRAK, SAID POINT BEING LOCATED IN FRONT OF STATION 4165+54.00 (PROPOSED NEC TRACK #0 CENTER LINE) AND 3.048 METERS (10.00 FEET) MEASURED AT RIGHT ANGLE, SAID POINT BEING DISTANT THE FOLLOWING FOUR COURSES FROM THE INTERSECTION OF THE FORMER EASTERLY RIGHT-OF-WAY LINE OF CONSOLIDATED RAIL CORPORATION/CONRAIL WITH THE NORTHERLY PROPERTY LINE OF THE ROAD BED OF HAYNES AVENUE, AS DESCRIBED IN DEED BOOK 5082, PAGE 366; SAID BEGINNING POINT HAVING A NEW JERSEY PLANE COORDINATE SYSTEM (NAD-83) NORTHING VALUE OF 207754.9424 METERS AND EASTING VALUE OF 176149.6710 METERS (N 681610.703 FT, E 577918.868 FT):

A. ALONG SAID FORMER RIGHT-OF-WAY LINE N24° 15' 45" E, A DISTANCE OF 123.243 METERS (404.34 FEET), THENCE;
B. STILL ALONG SAID LINE N18° 53' 51" E, A DISTANCE OF 43.771 METERS (143.61 FEET), THENCE;
C. STILL ALONG SAID LINE N24° 37' 20" E, A DISTANCE OF 114.031 METERS (374.12 FEET), THENCE;
D. ALONG A NEW LINE THROUGH LANDS NOW OR FORMERLY OF CONSOLIDATED RAIL CORPORATION/CONRAIL, N65° 46' 03" W, A DISTANCE OF 6.039 METERS (19.81 FEET) TO THE PROPER POINT OF BEGINNING.

1. RUNNING ALONG SAID EXISTING RIGHT-OF-WAY LINE N24° 13' 57" E, A DISTANCE OF 15.240 METERS (50.00 FEET) TO A POINT, THENCE;

2. RUNNING ALONG A NEW LINE ABOVE AND ACROSS LANDS OF CONSOLIDATED RAIL CORPORATION/CONRAIL, S65° 46' 03" E, A DISTANCE OF 6.143 METERS (20.15 FEET) TO A POINT, THENCE;

3. RUNNING ALONG THE EXISTING EASTERLY RIGHT-OF-WAY LINE OF CONSOLIDATED RAIL CORPORATION/CONRAIL S24° 37' 20" W, A DISTANCE OF 15.240 METERS (50.00 FEET) TO A POINT, THENCE;

4. RUNNING ALONG A NEW LINE ABOVE AND ACROSS LANDS OF CONSOLIDATED RAIL CORPORATION/CONRAIL N65° 46' 03" W, A DISTANCE OF 6.039 METERS (19.81 FEET) TO THE POINT AND PLACE OF BEGINNING

BET CONSULTANTS

CONTAINING AN EASEMENT AREA OF 92.8 SQUARE METERS (999 SQUARE FEET) OR 0.0093 HECTARE (0.023 ACRE).

EASEMENT DESCRIPTION REFERS TO MAP ENTITLED. "MAP SHOWING EASEMENT TO BE GRANTED TO THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY BY CONSOLIDATED RAIL CORPORATION/CONRAIL" PREPARED BY BET CONSULTANTS, DATED JULY 22, 1997, JOB NO. 9638.

ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE NEW JERSEY PLANE COORDINATE SYSTEM (NAD-83) AS SET FORTH IN N.J.S. 51:3-7.

CERTIFIED BY: Julio E. Esquivel **DATE:** JULY 22, 1997

JULIO E ESQUIVEL, PLS
NJ LIC. NO. 19943

Tax Map Reference
Municipality of Newark
Easement Parcels 1,1.1, 1.2:
New Jersey State Highway Route 1&9;
Easement Parcels E6-1, E6-2, E6-3, E6-4: Block No. 3513 Lot Nos. 20, 22, Block No. 3516 Lot Nos. 36, 58, Block No. 5088 Lot No. 126.02, Easement Parcel No. E8: Block No. 5088 Lot No. 126.02;
Fee Parcel 1: Block No. 5090 Lot No. 26;
Fee Parcel 2: Block No. 5090 Lot No. L8;
Fee Parcel 3, Easement Parcels 3.1, 3.2:
Block No. 5090 Lot No. L44.

ALSO REFER TO MAP #3990 REC'D 4-16-98

Schedule A

Record and Return To

HARRY K. BARR, ESQ.
LAW DEPT - FLOOR 66N
PORT AUTHORITY
ONE WORLD TRADE CENTER
NEW YORK,
NEW YORK 10048

FORM ORD. 2-6000-24 M. 2/96 Rev. 98

6PH STAFF 10:57 / LFS 090397 / LFS LFS amended 091797

Ordinance

of the

City of Newark, N. J.

No. 6FJ as amended SEP 17 1997 1st Reading

No. ..... Public Hearing

No. 6S STAFF OCT 15 1997 2nd and Final Passage

No. ..... Reconsidered

Date to Mayor 10-17-97

Date Returned 10-21-97

Date Resubmitted to Council .....

Date Advertised

1st Reading .....

Final Reading .....

Approved as to Form and Legality on Date and for the Set Forth

Corporation Counsel

Title

Actual contents certified to by

Councilman ..... presents the following Ordinance:

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SEVENTEENTH SUPPLEMENTAL AGREEMENT WITH THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY WITH RESPECT TO THE NEWARK MARINE AND AIR TERMINALS

WHEREAS, under the date of October 22, 1947, the City of Newark, a municipal corporation of the State of New Jersey (hereafter the "City") as lessor and the Port of New York Authority, now known as the Port Authority of New York and New Jersey, a body corporate and politic formed by Compact between the States of New Jersey and York, with the consent of the Congress of the United States of America (hereafter the "Port Authority") as lessee entered into an Agreement with respect to the Newark Marine and Air Terminals (hereafter the"Original Agreement"); and

WHEREAS, the City and the Port Authority have determined that effectuation of an extension of the Newark International Airport Monorail to a new station on the Northeast Railroad Corridor requires a further amendment of the Original Agreement known as the Seventeenth Supplemental Agreement; and

WHEREAS, the Seventeenth Supplemental Agreement, inter al. provides in consideration of the Port Authority's payment to the City of $1,000,000.00: a) for the City's consent to the Port Authority's acquisition, by means of negotiation or by condemnation or eminent domain, of property interests related to the Monorail Extension and Station Project, including but not limited to a permanent easement in City-owned lands within the Haynes Avenue Bridge Parcel for the construction, reconstruction, operation and maintenance of the Airport Monorail Extension and its appurtenant facilities such as an access road; b) for the City's agreement to transfer and release to the Port Authority all of the City's right, title and interest in the identified property interests to be acquired in connection with the Project; c) for the City's acceptance of a conveyance of the permanent property interests the Port Authority acquires which are for the Monorail and Station; and d) the leasing of such property interests to the Port Authority as part of the Airport Demised Premises and other consideration provided therein.

NOW, THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF NEWARK, NEW JERSEY:

SECTION 1. The Mayor and City Clerk of the City of Newark be and they hereby are authorized to execute the Seventeenth Supplemental Agreement in the form attached hereto, subject to approval of the Corporation Counsel as to the form thereof, on behalf of the City of Newark.

SECTION 2. All officers, agents and employees of the City of Newark are authorized and directed to take any and all actions necessary for the faithful performance by the City of Newark of its obligations, including but not limited to acceptance of a Deed of property interests and execution of a Lease of such interests to the Port Authority, under the aforesaid Seventeenth Supplemental Agreement.

SECTION 3. An executed copy of the annexed Seventeenth Supplemental Agreement shall be filed with the Office of the City Clerk.

SECTION 4. This Ordinance shall take effect upon publication and final passage in accordance with the laws of the State of New Jersey.

STATEMENT

Passage of this Ordinance will authorize execution of a Seventeenth Supplement Agreement in respect to the Municipal Marine Air Terminals necessary to effectuate the extension of the Airport Monorail to a new station on the Northeast Railroad Corridor.

CERTIFIED TO BY ME THIS
21st DAY OF OCTOBER, 1997.

A:\ORD-22.WPD

DO NOT USE SPACE BELOW THIS LINE

RECORD OF COUNCIL VOTE ON FINAL PASSAGE									
Council Member	AYE	NAY	NV	AB	Council Member	AYE	NAY	NV	AB
BRANCH	✓				QUINTANA	✓			
CARRINO	✓				RICE	✓			
CHANEYFIELD	✓				TUCKER	✓			
CRUMP	✓				BRADLEY President	✓			
MARTINEZ	✓								

RECORD OF COUNCIL VOTE FOR RECONSIDERATION									
Council Member	AYE	NAY	NV	AB	Council Member	AYE	NAY	NV	AB
BRANCH					QUINTANA				
CARRINO					RICE				
CHANEYFIELD					TUCKER				
CRUMP					BRADLEY President				
MARTINEZ									

✓ - Indicates Vote AB - Absent NV - Not Voting

Adopted on first reading at a meeting of the Council of the City of Newark, N.J., on SEP 17 1997

Adopted on second and final reading after hearing on OCT 15 1997

Approved:

Mayor

Approved As To Form:

Corporation Counsel

Council President

This Ordinance is a true copy of the original on file in the Office of the City Clerk.

STATE OF NEW JERSEY, COUNTY OF ESSEX ss:

I CERTIFY that on March 26, 1998, ROBERT P. MARASCO, came before me and this person acknowledged under oath, to my satisfaction, that:

a) this person is the City Clerk of the City of Newark, the municipal corporation named in this Instrument;

b) this person is the attesting witness to the signing of this Instrument by the proper corporate officer who is the Mayor of the corporation;

c) this Instrument is signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Municipal Council;

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

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

Robert P. Marasco
Robert P. Marasco
City Clerk

Signed and sworn to before me on March 26, 1998.

(An Attorney at Law or Notary)

VALENTINA W. CONTRERAS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/30/2002

STATE OF NEW YORK, COUNTY OF NEW YORK ss:

I CERTIFY that on February 2, 1998, DANIEL BERGSTEIN, came before me and this person acknowledged under oath, to my satisfaction, that:

a) this person is the Secretary of the Port Authority of New York and New Jersey, the body corporate and politic named in this Instrument;

b) this person is the attesting witness to the signing of this Instrument by the proper corporate officer who is the Executive Director of the Port Authority;

c) this Instrument is signed and delivered by the Port Authority as its voluntary act duly authorized by a proper resolution of its Board of Commissioners;

d) this person knows the proper seal of the Port Authority which was affixed to this Instrument;

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

Daniel Bergstein
Secretary

Signed and sworn to before me on February 2, 1998.

Harry K. Barr
(An Attorney at Law ~~or Notary~~)
of New Jersey

Harry K. Barr

BK 5530 PG 777

NC1645 - Affidavit of Consideration
RTF-1 (Rev. 1/1/86)
Print date 10/97

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)
or
PARTIAL EXEMPTION
(c. 176, P.L. 1975)

ALL-STATE® *Legal*
A Division of ALL-STATE International, Inc.
908-272-0800

To be recorded with Deed pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY
COUNTY OF ESSEX SS.

FOR RECORDER'S USE ONLY
Consideration $ _____
Realty Transfer Fee $ _____ *
Date _____ By _____

* Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side.)

Deponent HARRY K. BARR (Name), being duly sworn according to law upon his/her oath

deposes and says that he/she is the ATTORNEY FOR THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY in a ~~deed~~ INSTRUMENT AFFECTING REAL PROPERTY dated MARCH 26, 1998
(State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

~~transferring~~ PERTAINING TO real property identified as Block No. SEE ATTACHED SHEET Lot No. _____

located at CITY OF NEWARK, COUNTY OF ESSEX
(Street Address, Municipality, County)

_____ and annexed hereto.

(2) CONSIDERATION (See Instruction #6.)

Deponent states that, with respect to ~~deed~~ INSTRUMENT hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is $ 1,000,000 ASSET FORTH IN AGREEMENT

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

#7(b) THE AGREEMENT'S GRANTEE IS THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, AN AGENCY OF NEW JERSEY

(4) PARTIAL EXEMPTION FROM FEE

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9.)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1975 for the following reason(s):

A) **SENIOR CITIZEN** (See Instruction #8.)
- ☐ Grantor(s) 62 yrs. of age or over. *
- ☐ One- or two-family residential premises.
- ☐ Owned and occupied by grantor(s) at time of sale.
- ☐ No joint owners other than spouse or other qualified exempt owners.

B) **BLIND** (See Instruction #8.)
- ☐ Grantor(s) legally blind. *
- ☐ One- or two-family residential premises.
- ☐ Owned and occupied by grantor(s) at time of Sale.
- ☐ No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8.)
- ☐ Grantor(s) permanently and totally disabled.*
- ☐ One- or two-family residential premises.
- ☐ Receiving disability payments.
- ☐ Owned and occupied by grantor(s) at time of sale.
- ☐ Not gainfully employed. No joint owners other than spouse or other qualified exempt owners.

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

C) **LOW AND MODERATE INCOME HOUSING** (See Instruction #8.)
- ☐ Affordable According to HUD Standards.
- ☐ Meets Income Requirements of Region.
- ☐ Reserved for Occupancy.
- ☐ Subject to Resale Controls.

D) **NEW CONSTRUCTION** (See Instruction #9.)
- ☐ Entirely new improvement.
- ☐ Not previously used for any purpose.
- ☐ Not previously occupied.

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

Subscribed and sworn to before me this 16th day of April 1998

Attorney at Law of New Jersey

Harry K. Barr
Name of Deponent (type above line)
PORT AUTHORITY
ONE WORLD TRADE CENTER
NY NY 10048
Address of Deponent

CITY OF NEWARK
Name of Grantor (type above line)
CITY HALL
920 BROAD STREET
NEWARK NJ 07102
Address of Grantor at Time of Sale

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.
Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.
This format is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered without the approval of the Director.

ORIGINAL - White copy to be retained by County.
DUPLICATE - Yellow Copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:16 - 8.12)
TRIPLICATE - Pink Copy is your file copy.

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

17.

6PHSTF 101571 LFS 050359, LFS LFS amended, 041797 #9-97

FORM OND. 2-0000-2-0-B. 270 Reg Bond

Ordinance
of the
City of Newark, N. J.

No. 6PJ as amended SEP 17 1997 1st Reading

No. ..... Public Hearing

No. 6SAFF OCT 15 1997 2nd and Final Reading

No. ..... Reconsidered

Approved as to Form and Legality on Date Hereinafter Set Forth

Corporation Counsel

Date to Mayor 10-17-97

Date Returned 10-21-97

Date Resubmitted to Council .....

Date Advertised 1st Reading .....

Final Reading .....

Approval conveyed verbally by

Title

Councilmen ..... presents the following Ordinance:

#29721

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SEVENTEENTH SUPPLEMENTAL AGREEMENT WITH THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY WITH RESPECT TO THE NEWARK MARINE AND AIR TERMINALS

WHEREAS, under the date of October 22, 1947, the City of Newark, a municipal corporation of the State of New Jersey (hereafter the "City") as lessor and the Port of New York Authority, now known as the Port Authority of New York and New Jersey, a body corporate and politic formed by Compact between the States of New Jersey and York, with the consent of the Congress of the United States of America (hereafter the "Port Authority") as lessee entered into an Agreement with respect to the Newark Marine and Air Terminals (hereafter the "Original Agreement"); and

WHEREAS, the City and the Port Authority have determined that effectuation of an extension of the Newark International Airport Monorail to a new station on the Northeast Railroad Corridor requires a further amendment of the Original Agreement known as the Seventeenth Supplemental Agreement; and

WHEREAS, the Seventeenth Supplemental Agreement, inter al. provides in consideration of the Port Authority's payment to the City of $1,000,000.00: a) for the City's consent to the Port Authority's acquisition, by means of negotiation or by condemnation or eminent domain, of property interests related to the Monorail Extension and Station Project, including but not limited to a permanent easement in City-owned lands within the Haynes Avenue Bridge Parcel for the construction, reconstruction, operation and maintenance of the Airport Monorail Extension and its appurtenant facilities such as an access road; b) for the City's agreement to transfer and release to the Port Authority all of the City's right, title and interest in the identified property interests to be acquired in connection with the Project; c) for the City's acceptance of a conveyance of the permanent property interests the Port Authority acquires which are for the Monorail and Station; and d) the leasing of such property interests to the Port Authority as part of the Airport Demised Premises and other consideration provided therein.

6PhS+FF 101597

No. 6SoFP

Date OCT 15 1997

NOW, THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF NEWARK, NEW JERSEY:

SECTION 1. The Mayor and City Clerk of the City of Newark be and they hereby are authorized to execute the Seventeenth Supplemental Agreement in the form attached hereto, subject to approval of the Corporation Counsel as to the form thereof, on behalf of the City of Newark.

SECTION 2. All officers, agents and employees of the City of Newark are authorized and directed to take any and all actions necessary for the faithful performance by the City of Newark of its obligations, including but not limited to acceptance of a Deed of property interests and execution of a Lease of such interests to the Port Authority, under the aforesaid Seventeenth Supplemental Agreement.

SECTION 3. An executed copy of the annexed Seventeenth Supplemental Agreement shall be filed with the Office of the City Clerk.

SECTION 4. This Ordinance shall take effect upon publication and final passage in accordance with the laws of the State of New Jersey.

STATEMENT

Passage of this Ordinance will authorize execution of a Seventeenth Supplement Agreement in respect to the Municipal Marine Air Terminals necessary to effectuate the extension of the Airport Monorail to a new station on the Northeast Railroad Corridor.

CERTIFIED TO BY ME THIS
21st DAY OF OCTOBER, 1997.

A:NORD-22.WPD

DO NOT USE SPACE BELOW THIS LINE

RECORD OF COUNCIL VOTE ON FINAL PASSAGE										RECORD OF COUNCIL VOTE FOR RECONSIDERATION									
Council Member	AYE	NAY	NV	AB	Council Member	AYE	NAY	NV	AB	Council Member	AYE	NAY	NV	AB	Council Member	AYE	NAY	NV	AB
BRANCH	✓				QUINTANA	✓				BRANCH					QUINTANA				
CARRINO	✓				RICE	✓				CARRINO					RICE				
CHAMBERS	✓				TUCKER	✓				CHAMBERS					TUCKER				
CRUMP	✓				BRADLEY President	✓				CRUMP					BRADLEY President				
MARTINEZ	✓									MARTINEZ									

✓ - Indicates Vote AB - Absent NV - Not Voting

Adopted on first reading at a meeting of the Council of the City of Newark, N.J., on SEP 17 1997

Adopted on second and final reading after hearing on OCT 15 1997

Approved:
Received by

Mayor

Council President

The Ordinance where adopted now serves as the official ordinance. Certified copies are available

BK5753PG0772

(1)

#111

392896

Record and Return to:
Harry K. Barr, Esq.
Law Department - Floor 66 North
The Port Authority of New York and New Jersey
One World Trade Center
New York, New York 10048

Received & Recorded
Register's Office
Essex County NJ
02/22/2001 11:13:3
Carole A. Graves
17 1 392896

THE CITY OF NEWARK

and

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

EIGHTEENTH SUPPLEMENTAL AGREEMENT

with respect to

THE NEWARK MARINE AND AIR TERMINALS

DATED October 2, 2000

Prepared by:
Harry K. Barr
Harry K. Barr
An Attorney at Law
State of New Jersey

EIGHTEENTH SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made this 2nd day of October, 2000, by and between the City of Newark, a municipal corporation with its principal office at the City Hall, in the City of Newark, County of Essex, State of New Jersey (hereinafter called the "City"), and The Port Authority of New York and New Jersey, a body corporate and politic, created by Compact between the States of New York and New Jersey, with the consent of Congress, with its principal office at One World Trade Center, Borough of Manhattan, City, County and State of New York (hereinafter referred to as the "Port Authority")

WITNESSETH:

WHEREAS, under date of October 22, 1947, the City and the Port Authority entered into an Agreement with respect to the Newark Marine and Air Terminals (the "Original Agreement"), providing for the improvement, development, operation and maintenance of the Marine and Air Terminals by the Port Authority at the premises demised thereunder, as described in Section 2 of the Original Agreement and shown on the map attached to the Original Agreement as Exhibit A, as heretofore amended (the "Demised Premises"); and

WHEREAS, under dates of March 11, 1948, July 27, 1949, August 30, 1949, September 21, 1949, May 27, 1953, September 8, 1955, October 5, 1956, April 21, 1958, December 14, 1966, June 30, 1970, February 5, 1975, April 1, 1974, May 16, 1975, June 14, 1984, January 1, 1984, April 17, 1996 and March 26, 1998, the City and the Port Authority have duly amended, supplemented and extended the Original Agreement; and

WHEREAS, the Port Authority, by separate Surrender Agreement in the form attached hereto as Exhibit A is prepared to surrender to the City all of its right, title and interest in a certain tract of land constituting the portion of the Demised Premises described in Exhibit B hereto ("Lot 166, Block 5088"), so that the City may convey such tract of land to the State of New Jersey (the "State"), by deed, in the case of Lot 166, Block 5088, subject to the reservations and conditions reflected in Exhibit B and to be contained in such deed, in order for the New Jersey Department of Transportation ("NJDOT") to undertake highway construction on Lot 166, Block 5088 as part of NJDOT's Routes 21/22 - Interchange Improvements, Contract B; and

WHEREAS, the Port Authority is undertaking a project for redevelopment at Newark International Airport ("EWR") including the reconfiguration of the EWR roadway system (hereinafter the "Project"); and

WHEREAS, the Port Authority wishes to acquire certain property interests from

the State of New Jersey generally shown in Exhibit C hereto as "Property From NJDOT (Newark)" and described in Exhibit D hereto as "A Portion of U.S. Routes 1 & 9 Right of Way in the City of Newark, Essex County, New Jersey" related to the Project, convey those permanent interests to the City pursuant to Section 15 of the Original Agreement and simultaneously lease such property interests back from the City as part of the Airport's enlarged Demised Premises.

NOW, THEREFORE, the City and the Port Authority hereby mutually undertake, promise and agree, each for itself and its successors and assigns, that the Original Agreement, as previously amended, supplemented and extended, shall be and it hereby is further amended and supplemented as follows:

1. Effective as of the date of such Surrender Agreement, the Demised Premises will be reduced in area by the deletion therefrom of:

(A) the Premises described in Exhibit B, provided that the Reserved Rights below are hereby granted to the Port Authority as rights appurtenant to the Demised Premises (as hereby reduced) (such Reserved Rights specifically are that the premises described in Exhibit B hereto are:

(a) Subject to the Federal Aviation Administration's ("FAA") Obstruction Standards and

(b) Reserving to the FAA and the Port Authority the right to install aids to air navigation, with the written approval of NJDOT, which approval will not be unreasonably withheld or delayed, provided such installation will not interfere with NJDOT's existing or future highway construction).

2. The City hereby consents to the Port Authority's acquisition of the property interests generally shown in Exhibit C hereto as "Property from NJDOT (Newark)" to be more particularly described in metes and bounds based on a survey to be prepared by a licensed surveyor; and described in metes and bounds in Exhibit D hereto as "A Portion of U.S. Routes 1 & 9 Right of Way in the City of Newark, Essex County, New Jersey."

3. The Port Authority agrees to promptly convey to the City, pursuant to Section 15 of the Original Agreement, the property interests it acquires and the City agrees to accept a Deed thereto, and to forward a copy of the executed and recorded Deed to the City Clerk for filing.

4. The City agrees that simultaneously with its receipt of such conveyance(s), as of the date(s) thereof, the Demised Premises shall be enlarged to include the property interests set forth in Exhibits C and D hereto and the Business Administrator and City Clerk are authorized and directed at the time of receipt of such property interests simultaneously to sign and attest, respectively on behalf of the City

lease agreements in the form attached hereto and made a part hereof as Exhibit E.

5. The change in area of the Demised Premises to be made by the Surrender Agreement and lease Agreements contemplated in Sections 1 and 4 hereof is not intended to nor shall it be construed to modify the terms of the Original Agreement, as heretofore amended, supplemented and extended, with respect to rental payments or other obligations of the Port Authority or with respect to the obligations of the City except as may be provided in this Eighteenth Supplemental Agreement.

6. The Port Authority, the City and the City's designee, agree to work together and cooperate in the preparation and execution of the legal documents necessary to effectuate the purposes of this Agreement.

7. Nothing herein contained shall be deemed or construed to be an undertaking or covenant for the benefit of any third party. Neither the Commissioners of the Port Authority, nor officers, agents or employees of the Port Authority or the City, shall be charged personally by either party hereto with any liability or held personally liable under any of the terms or provisions of this agreement or because of its execution or because of any breach or attempted or alleged breach thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ATTEST:

Robert P. Marasco
City Clerk

THE CITY OF NEWARK

Sharpe James
Mayor

Approved as to Form
And Legality

Michelle Hollar-Gregory
Corporation Counsel

ATTEST:

Daniel Bergstein
Secretary

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By: _____
Robert E. Boyle
Executive Director

Approved as to Form:

Jeffrey S. Green
General Counsel

By: _____
Harry K. Barr
Senior Environmental
Law Counsel

///

BK 5753 PG 0777

STATE OF NEW JERSEY, COUNTY OF ESSEX ss.

I CERTIFY that on October 2, 2000, ROBERT P. MARASCO, came before me and this person acknowledged under oath, to my satisfaction, that:

1) this person is the City Clerk of the City of Newark, the municipal corporation named in this Instrument;

2) this person is the attesting witness to the signing of this Instrument by the proper corporate officer who is the Mayor of the corporation;

3) this Instrument is signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Municipal Council;

4) this person knows the proper seal of the corporation which was affixed to this Instrument;

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

Robert P. Marasco
Robert P. Marasco
City Clerk

Signed and sworn to before me
on Oct 2, 2000

Ellen Michelle Harris
(An Attorney at Law or Notary Public)

Ellen Michelle Harris
Attorney at Law
State of New Jersey

BK 5753 PG 0778

STATE OF NEW YORK, COUNTY OF NEW YORK ss.

I CERTIFY that on July 19, 2000, DANIEL BERGSTEIN, came before me and this person acknowledged under oath, to my satisfaction, that:

1) this person is the Secretary of the Port Authority of New York and New Jersey, the body corporate and politic named in this Instrument;

2) this person is the attesting witness to the signing of this Instrument by the proper corporate officer who is the Executive Director of the Port Authority;

3) this Instrument is signed and delivered by the Port Authority as its voluntary act duly authorized by a proper resolution of its Board of Commissioners;

4) this person knows the proper seal of the Port Authority which was affixed to this Instrument;

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

Daniel Bergstein
Secretary

Signed and sworn to before me
on the 19 day of July, 2000

Harry K. Barr
(An Attorney at Law of New Jersey)

EXHIBIT A TO EIGHTEENTH SUPPLEMENTAL AGREEMENT

BK 5753 PG 0780

Record and Return to:
Harry K. Barr, Esq.
Law Department - Floor 66 North
The Port Authority of New York and New Jersey
One World Trade Center
New York, New York 10048

Lot 166, Block 5088

THE CITY OF NEWARK

and

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

SURRENDER AGREEMENT
PURSUANT TO
EIGHTEENTH SUPPLEMENTAL AGREEMENT

with respect to

THE NEWARK MARINE AND AIR TERMINALS

DATED: _____, 2000

Prepared by:

_____
Harry K. Barr
An Attorney At Law
of New Jersey

SURRENDER AGREEMENT

THIS AGREEMENT, dated as of the , between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, a body corporate and politic, created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States of America, having its principal office at 1 World Trade Center, New York City (the "Port Authority"), party of the first part, and THE CITY OF NEWARK, a municipal corporation of the State of New Jersey (the "City"), party of the second part,

WITNESSETH, That

WHEREAS, the Port Authority and the City are, respectively, tenant and landlord under a certain lease agreement between them entitled "Agreement With Respect To The Newark Marine And Air Terminals" bearing date October 27, 1947, as modified and supplemented by supplemental agreements between the same parties bearing dates March 11, 1948, July 27, 1949, August 30, 1949, September 21, 1949, May 27, 1953, September 8, 1955, October 5, 1956, April 21, 1958, December 14, 1966, June 30, 1970, February 5, 1975, April 1, 1974, May 16, 1975, June 14, 1984 and January 1, 1984, April 17, 1996 and March 26, 1998 respectively (the "Lease"), and

WHEREAS, the City desires to convey to the State of New Jersey, its successors and assigns, in fee simple free and clear of the Lease, subject to the Federal Aviation Administration's ("FAA") Obstruction Standards and a certain reservation to the FAA and Port Authority to install aids to air navigation, the lands and premises particularly described in Exhibit A hereto being the premises described in Exhibit B to the Eighteenth Supplemental Agreement with respect to the Newark Marine and Air Terminals between the Port Authority and the City hereto, which will be deeded from the City as Grantor to the State of New Jersey as Grantee, which deed will be dated the date hereof and delivered simultaneously herewith (the "Deed"), and

WHEREAS, the Port Authority being willing to execute and deliver, and the City being willing to accept, a surrender of the Lease as to the lands and premises described in Exhibit A hereto, upon the terms and conditions hereinafter set forth, so that the lands and premises described in the Deed may be conveyed to the State of New Jersey as aforesaid;

NOW, THEREFORE, in consideration of the payment made this date by the City to the Port Authority of the sum of TEN DOLLARS ($10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the Port Authority has given, granted and surrendered; and by these presents does give, grant and surrender unto the City, its successors and assigns, all the said lands and premises particularly described in Exhibit A attached hereto (insofar as said lands and premises have been included in and covered by the Lease), and all the estate, right, title, interest, term of years, property, claim and demand whatsoever of the Port Authority in, to or out of the

said lands and premises particularly described in the Exhibit A hereto, subject to the FAA's Obstruction Standards and a certain reservation to the FAA and Port Authority to install aids to air navigation as set forth in Exhibit A hereto.

TO HAVE AND TO HOLD, the said lands and premises (particularly described in the Deed) to the City, its successors and assigns, to the only proper use, benefit and behoof of the City, its successors and assigns forever;

PROVIDED, HOWEVER, that nothing herein contained shall affect, or be deemed to affect the Lease with respect to any portion of the leased premises other than the portion or portions thereof included within and a part of the lands and premises particularly described in the Deed, and in all other respects all of the covenants and agreements of Landlord and Tenant contained in the Lease shall remain in full force and effect, and there shall be no reduction as a result of the delivery and acceptance of this Surrender Agreement in the rental provided for by the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ATTEST:

Robert P. Marasco 10/2/00
City Clerk

THE CITY OF NEWARK

Sharpe James
Mayor

Approved as to Form
And Legality

Michelle Hollar-Gregory
Corporation Counsel

ATTEST:

Daniel Bergstein
Secretary

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By: _____
Robert E. Boyle
Executive Director

Approved as to Form:

Jeffrey S. Green
General Counsel

By: _____
Harry K. Barr
Senior Environmental
Law Counsel

EXHIBIT A TO SURRENDER AGREEMENT

LOT 166, BLOCK 5088

BK5753PG0785

John Zanetakos Associates, Inc.
ENGINEERS - PLANNERS - SURVEYORS
7 DOIG ROAD - SUITE #1
WAYNE, NEW JERSEY 07470-7430

TEL. 973-696-2
FAX. 973-696-1

ARTHUR E. THOMSON, JR. P.E., P.P. & L.S.
BRUCE D. CALLAHAN, L.S. & P.P.
LAWRENCE BOSIO P.E.
THOMAS NEUSCHAFER, L.S.
JOHN BECKMANN, L.S., & P.P.

Revised: February 22, 2000
February 17, 2000

Job No. 8438-8000A

DEED DESCRIPTION

LOT 166 IN BLOCK 5088
IN THE
CITY OF NEWARK
ESSEX COUNTY, NEW JERSEY

Deed description of a parcel of land bounded by the northedy and southerly sides of Route U.S. 22 eastbound and the westerly side of Routes U.S. 1 and U.S. 9, in the City of Newark, Essex County, New Jersey.

Beginning at the point of intersection formed by the westerly line of Routes U.S. 1 & U.S. 9 with the northerly line of Route U.S. 22 eastbound having New Jersey Plane Coordinate System (NAD-83) Values of N 207,984.461 meters E 178,821.598 meters (N 682,298.736 feet E 580,122.192 feet) and running; thence the following thirteen (13) courses along the northerly and southerly lines of Route U.S. 22 eastbound.

1) N 51° 06' 13" W 116.180 meters (381.17 feet) to a point of curvature.

2) Northwesterly along a curve to the left having a radius of 3,062.357 meters (10047.08 feet), an arc length of 93.357 meters (306.29 feet), a central angle of 01° 44' 48" and a chord which bears N 51° 58' 37" W 93.354 meters (306.28 feet) to a point of compound curvature.

3) Northwesterly along a curve to the left having a radius of 1,233.720 meters (4,047.63 feet), an arc length of 30.848 meters (101.19 feet), a central angle of 01° 25' 57" and a chord which bears N 53° 34' 00" W 30.842 meters (101.19 feet) to a point of compound curvature.

4) Northwesterly along a curve to the left having a radius of 624.175 meters (2,047.81 feet), an arc length of 41.424 meters (135.91 feet), a central angle of 03° 48' 09" and a chord which bears N 56° 11' 03" W 41.417 meters (135.88 feet) to a point on curve.

5) Northeasterly along a curve to the right having a radius of 616.346 meters (2,022.23 feet), an arc length of 27.546 meters (90.38 feet), a central angle of

02° 33' 39" and a chord which bears N 33° 55' 15" E 27.546 meters (90.37 feet) to a point on curve.

6) N 82° 48' 14" E 42.615 meters (139.82 feet) to a point.

7) N 07° 11' 46" W 0.610 meters (2.00 feet) to a point.

8) N 82° 48' 14" E 95.697 meters (313.97 feet) to a point of curvature.

9) Easterly along a curve to the right having a radius of 222.484 meters (729.83 feet), an arc length of 50.429 meters (165.45 feet), a central angle of 12° 59' 13" and a chord which bears N 89° 17' 50" E 50.321 meters (165.10 feet) to a point of compound curvature.

10) Easterly along a curve to the right having a radius of 146.291 meters (479.86 feet), an arc length of 21.495 meters (70.52 feet), a central angle of 08° 25' 08" and a chord which bears S 79° 59' 59" E 21.477 meters (70.46 feet) to a point on curve.

11) Southeasterly along a curve to the right having a radius of 91.014 meters (298.60 feet), an arc length of 58.500 meters (191.19 feet), a central angle of 36° 41' 07" and a chord which bears S 60° 31' 52" E 57.284 meters (187.94) to a point of tangency.

12) S 42° 11' 18" E 18.976 meters (62.26 feet) to a point of curvature.

13) Southerly along a curve to the right having a radius of 35.049 meters (114.99 feet), an arc length of 27.405 meters (89.91 feet), a central angle of 44° 47' 59" and a chord which bears S 19° 47' 19" E 26.712 meters (87.64 feet) to a point on curve in the westerly line of Routes U.S. 1 & U.S. 9; thence

14) S 27° 00' 53" W 159.528 meters (523.39 feet) along the westerly line of Routes U.S. 1 & U.S. 9 to its intersection with the northerly line of Route U.S. 22 eastbound, the point and place of beginning.

Containing 34,652.51 square meters (373,001 square feet) or 3.4653 hectares (8.563 acres).

The intent being to describe Lot 166 in Block 5088 as shown on the City of Newark Tax Assessment Map.

Subject to all easements, rights of way and agreements of record.

Subject to such statement of facts that an accurate title search may disclose.

Subject to the Federal Aviation Administration's Obstruction Standards.

Reserving the right to the Federal Aviation Administration and The Port Authority of New York and New Jersey to install aids to air navigation, with the written approval of the New Jersey Department of Transportation (N.J.D.O.T.), which approval will not be unreasonably withheld or delayed, provided such installation will not interfere with N.J.D.O.T.'S existing or future highway construction.

Deed description refers to map entitled, "Boundary Survey of Lot 166 in Block 5088 Prepared For The Port Authority of New York and New Jersey," prepared by John Zanetakos Associates, Inc., dated: January 10, 2000, Job No. 8438-8000A.

BK5753PG0788

STATE OF NEW JERSEY, COUNTY OF ESSEX ss.

I CERTIFY that on October 2 . 2000, ROBERT P. MARASCO, came before me and this person acknowledged under oath, to my satisfaction, that:

1) this person is the City Clerk of the City of Newark, the municipal corporation named in this Instrument;

2) this person is the attesting witness to the signing of this Instrument by the proper corporate officer who is the Mayor of the corporation;

3) this Instrument is signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Municipal Council;

4) this person knows the proper seal of the corporation which was affixed to this Instrument;

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

Robert P. Marasco
Robert P. Marasco
City Clerk

Signed and sworn to before me
on October 2 . . 2000

(An Attorney at Law or Notary Public)

BK 5753 PG 0789

STATE OF NEW YORK, COUNTY OF NEW YORK ss.

I CERTIFY that on . 2000, DANIEL BERGSTEIN, came before me and this person acknowledged under oath, to my satisfaction, that:

1) this person is the Secretary of the Port Authority of New York and New Jersey, the body corporate and politic named in this Instrument;

2) this person is the attesting witness to the signing of this Instrument by the proper corporate officer who is the Executive Director of the Port Authority;

3) this Instrument is signed and delivered by the Port Authority as its voluntary act duly authorized by a proper resolution of its Board of Commissioners;

4) this person knows the proper seal of the Port Authority which was affixed to this Instrument;

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

Daniel Bergstein
Secretary

Signed and sworn to before me
on , 2000

Harry K. Barr
(An Attorney at Law of New Jersey)

EXHIBIT B TO EIGHTEENTH SUPPLEMENTAL AGREEMENT

BK5753PG0791

John Zanetakos Associates, Inc.
ENGINEERS • PLANNERS • SURVEYORS
7 DOIG ROAD • SUITE #1
WAYNE, NEW JERSEY 07470-7430

ARTHUR E. HANSON, JR. P.E., P.P. & L.S.
BRUCE D. CALLAHAN, L.S. & P.P.
LAWRENCE BOZIS, P.E.
THOMAS NEUSCHAFER, L.S.
HARRY EICHMANN, L.S. & P.P.

TEL. 973-696-2600
FAX. 973-696-1358

Revised: February 22, 2000
February 17, 2000

Job No. 8438-8000A

DEED DESCRIPTION

LOT 166 IN BLOCK 5088
IN THE
CITY OF NEWARK
ESSEX COUNTY, NEW JERSEY

Deed description of a parcel of land bounded by the northerly and southerly sides of Route U.S. 22 eastbound and the westerly side of Routes U.S. 1 and U.S. 9, in the City of Newark, Essex County, New Jersey.

Beginning at the point of intersection formed by the westerly line of Routes U.S. 1 & U.S. 9 with the northerly line of Route U.S. 22 eastbound having New Jersey Plane Coordinate System (NAD-83) Values of N 207,984.461 meters E 176,821.598 meters (N 682,296.736 feet E 580,122.192 feet) and running; thence the following thirteen (13) courses along the northerly and southerly lines of Route U.S. 22 eastbound.

1) N 51° 06' 13" W 116.160 meters (381.17 feet) to a point of curvature.

2) Northwesterly along a curve to the left having a radius of 3,062.357 meters (10047.08 feet), an arc length of 93.357 meters (306.29 feet), a central angle of 01° 44' 48" and a chord which bears N 51° 58' 37" W 93.354 meters (306.28 feet) to a point of compound curvature.

3) Northwesterly along a curve to the left having a radius of 1,233.720 meters (4,047.63 feet), an arc length of 30.843 meters (101.19 feet), a central angle of 01° 25' 57" and a chord which bears N 53° 34' 00" W 30.842 meters (101.19 feet) to a point of compound curvature.

4) Northwesterly along a curve to the left having a radius of 624.175 meters (2,047.81 feet), an arc length of 41.424 meters (135.91 feet), a central angle of 03° 48' 09" and a chord which bears N 56° 11' 03" W 41.417 meters (135.88 feet) to a point on curve.

5) Northeasterly along a curve to the right having a radius of 616.346 meters (2,022.23 feet), an arc length of 27.548 meters (90.38 feet), a central angle of

02° 33' 39" and a chord which bears N 33° 55' 15" E 27.546 meters (90.37 feet) to a point on curve.

8) N 82° 48' 14" E 42.615 meters (139.82 feet) to a point.

7) N 07° 11' 46" W 0.610 meters (2.00 feet) to a point.

6) N 82° 48' 14" E 95.697 meters (313.97 feet) to a point of curvature.

9) Easterly along a curve to the right having a radius of 222.484 meters (729.93 feet), an arc length of 50.429 meters (165.45 feet), a central angle of 12° 59' 13" and a chord which bears N 89° 17' 50" E 50.321 meters (165.10 feet) to a point of compound curvature.

10) Easterly along a curve to the right having a radius of 146.291 meters (479.96 feet), an arc length of 21.495 meters (70.52 feet), a central angle of 08° 25' 08" and a chord which bears S 79° 59' 59" E 21.477 meters (70.46 feet) to a point on curve.

11) Southeasterly along a curve to the right having a radius of 91.014 meters (298.60 feet), an arc length of 58.500 meters (191.19 feet), a central angle of 36° 41' 07" and a chord which bears S 60° 31' 52" E 57.284 meters (187.94) to a point of tangency.

12) S 42° 11' 18" E 18.976 meters (62.26 feet) to a point of curvature.

13) Southerly along a curve to the right having a radius of 35.049 meters (114.99 feet), an arc length of 27.405 meters (89.91 feet), a central angle of 44° 47' 59" and a chord which bears S 19° 47' 19" E 26.712 meters (87.64 feet) to a point on curve in the westerly line of Routes U.S. 1 & U.S. 9; thence

14) S 27° 00' 53" W 159.528 meters (523.39 feet) along the westerly line of Routes U.S. 1 & U.S. 9 to its intersection with the northerly line of Route U.S. 22 eastbound, the point and place of beginning.

Containing 34,652.51 square meters (373,001 square feet) or 3.4653 hectares (8.563 acres).

The intent being to describe Lot 166 in Block 5088 as shown on the City of Newark Tax Assessment Map.

Subject to all easements, rights of way and agreements of record.

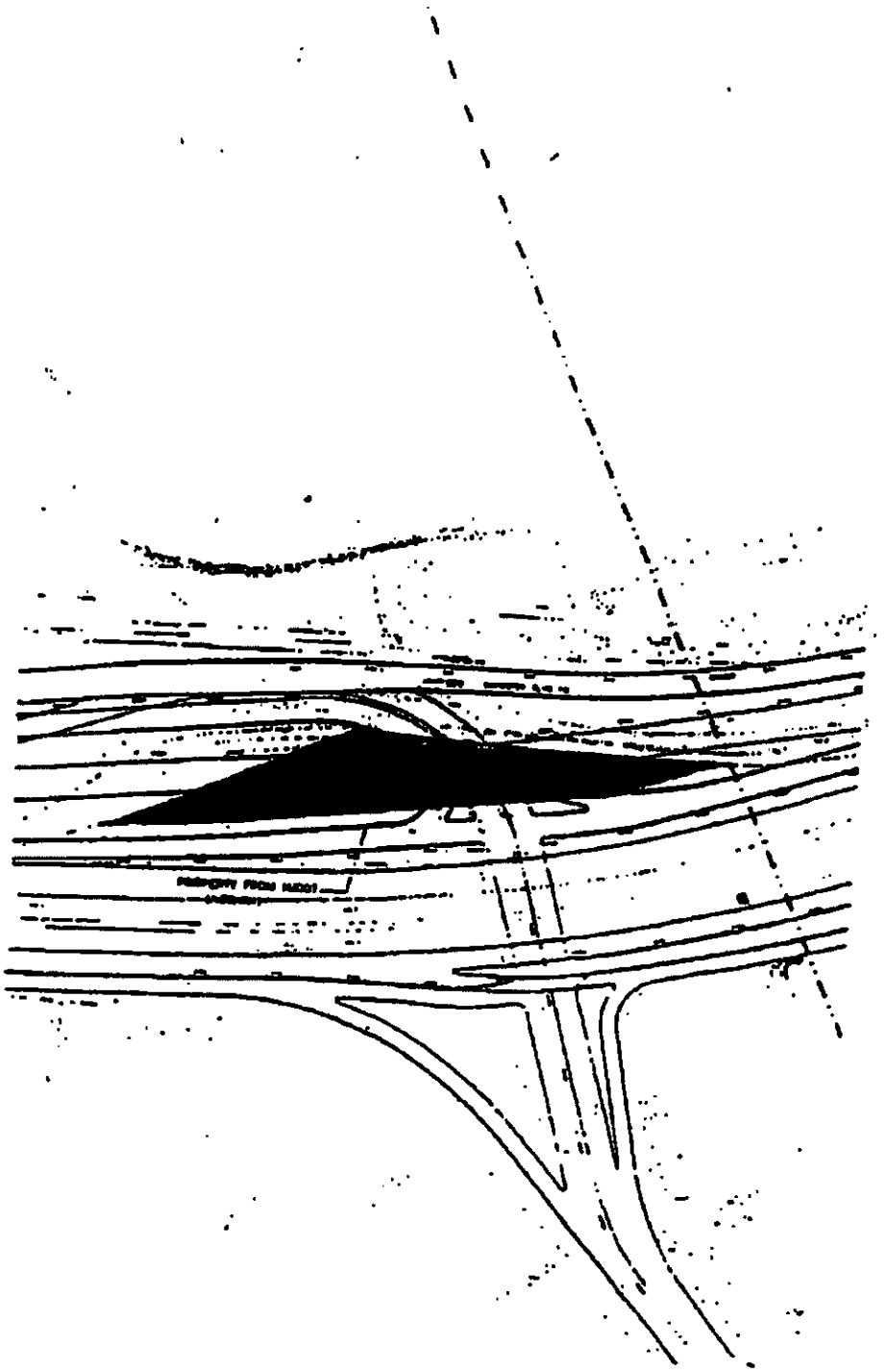
Subject to such statement of facts that an accurate title search may disclose.

Subject to the Federal Aviation Administration's Obstruction Standards.

Reserving the right to the Federal Aviation Administration and The Port Authority of New York and New Jersey to install aids to air navigation, with the written approval of the New Jersey Department of Transportation (N.J.D.O.T.), which approval will not be unreasonably withheld or delayed, provided such installation will not interfere with N.J.D.O.T.'S existing or future highway construction.

Deed description refers to map entitled, "Boundary Survey of Lot 166 in Block 5088 Prepared For The Port Authority of New York and New Jersey," prepared by John Zanetakos Associates, Inc., dated: January 10, 2000, Job No. 8438-8000A.

EXHIBIT C TO EIGHTEENTH SUPPLEMENTAL AGREEMENT



ENGINEERING DEPARTMENT

NEWARK INTERNATIONAL AIRPORT

SOUTHERN ACCESS ROADWAY PROJECT PACKAGE NO. 1

PROPERTY ACQUISITION

Exhibit C

Designed by Drawn by Checked by

FEB 19 2008

Date

Contract number Drawing number

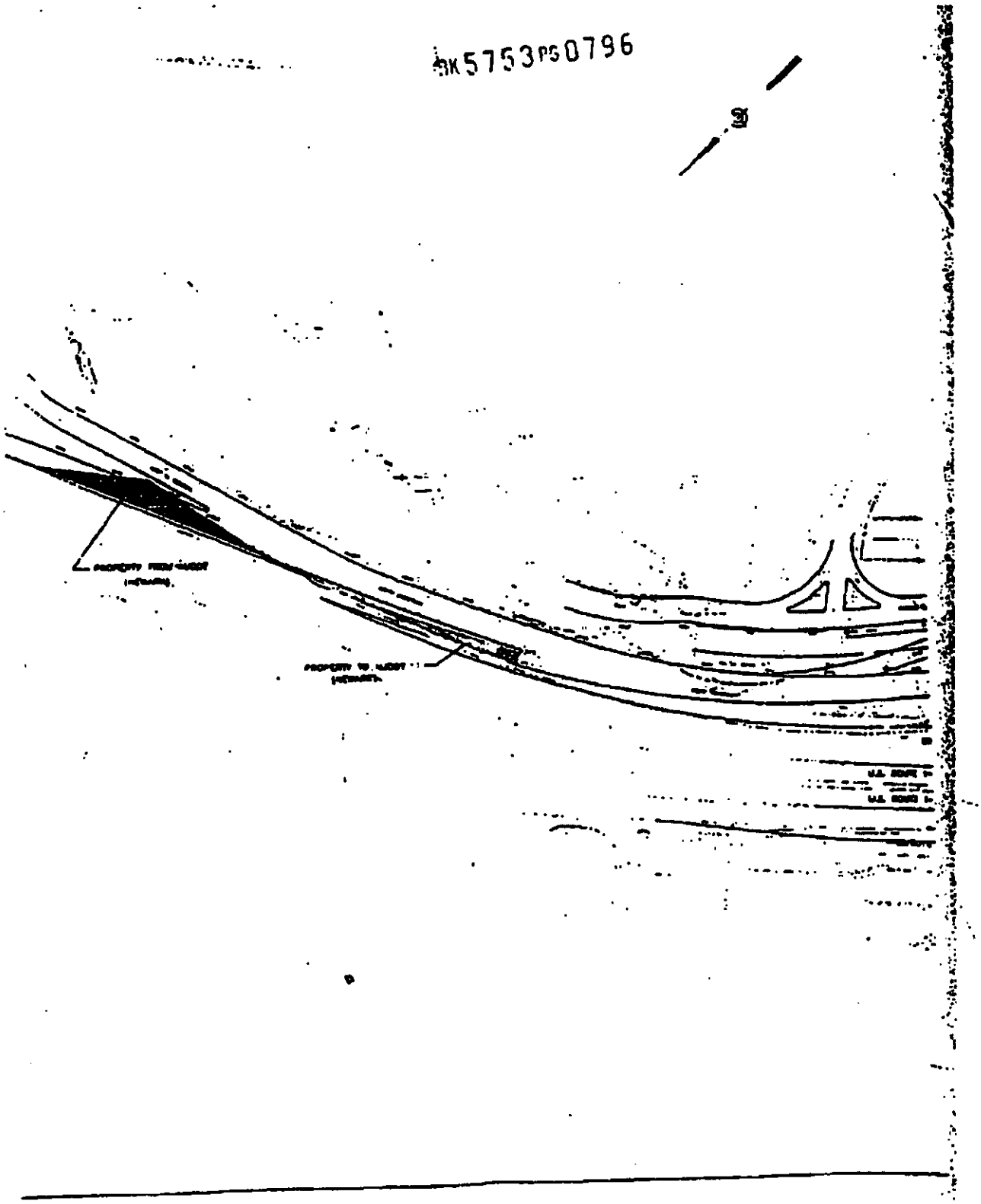

PROPERTY TO AUDIT
(REMAIN)

EXHIBIT D TO EIGHTEENTH SUPPLEMENTAL AGREEMENT

John Zanetakos Associates, Inc.
ENGINEERS - PLANNERS - SURVEYORS
7 DOIG ROAD - SUITE #1
WAYNE, NEW JERSEY 07470-7430

ARTHUR E. HANSON, JR. P.E., P.P. & L.S.
BRUCE D. CALLAHAN, L.S. & P.P.

LAWRENCE BOSIN, P.E.
THOMAS NEUSCHAFER, L.S.
HARRY BACHMANN, L.S. & P.P.

TEL. 973-696-2600
FAX. 973-696-1363

February 17, 2000

Job No. 8438-8000B

DEED DESCRIPTION

**A PORTION OF THE
U. S. ROUTES 1 & 9 RIGHT OF WAY
IN THE
CITY OF NEWARK
ESSEX COUNTY, NEW JERSEY**

Deed description of a parcel of land being a portion of the U. S. Routes 1 & 9, right of way adjacent to Lot 1 in Block 5094, being known as Newark International Airport, in the City of Newark, Essex County, New Jersey.

Beginning at the point of intersection formed by the southerly line of U.S. Routes 1 & 9 with the westerly line of Lot 1 in Block 5094 as shown on the City of Newark Tax Assessment Map, belonging to the City of Newark and being known as Newark International Airport having New Jersey Plane Coordinate System (NAD-83) Values of N 208,184.851 meters E 177,811.563 meters (N 683,019.799 feet E 583,370.101 feet) and running; thence the following seven (7) courses along the boundary line of Lot 1 in Block 5094 (Tax Map)

1) S 02° 13' 00" W 41.144 meters (134.99 feet) to a point of curvature,

2) Southeasterly along a curve to the left having a radius of 15.239 meters (50.00 feet), an arc length of 23.937 meters (78.53 feet), a central angle of 90° 00' 00" and a chord which bears S 42° 47' 00" E 21.551 meters (70.70 feet) to a point on curve,

3) S 02° 13' 00" W 15.239 meters (50.00 feet) to a point,

4) N 87° 47' 00" W 108.194 meters (354.97 feet) to a point,

5) N 02° 13' 00" E 15.239 meters (50.00 feet) to a point on curve,

6) Northeasterly along a curve to the left having a radius of 30.477 meters (99.99 feet), an arc length of 47.874 meters (157.07 feet), a central angle of 90° 00' 00" and a chord which bears N 47° 13' 00" E 43.101 meters (141.41 feet) to a point of compound curvature,

7) Northwesterly along a curve to the left having a radius of 28.039 meters (91.99 feet), an arc length of 32.042 meters (105.12 feet), a central angle of 65° 28' 31" and a chord which bears N 30° 31' 15" W 30.327 meters (99.50 feet) to a point on curve in the southerly line of U.S. Routes 1 & 9; thence the following two (2) courses across and through U.S. Routes 1 & 9

8) N 87° 47' 24" E 5.133 meters (16.84 feet) to a point,

9) S 87° 47' 00" E 73.761 meters (242.00 feet) to a point in the westerly line of Lot 1 in Block 5094 (Tax Map), the point and place of beginning.

Containing 5,543.73 square meters (59,675 square feet) or 0.5544 hectares (1.370 acres).

The intent being to describe a portion of the U.S. Route 1 & 9 right of way in the City of Newark.

Subject to all easements, rights of way and agreements of record.

Subject to such statement of facts that an accurate title search may disclose.

Deed description refers to map entitled, "Boundary Survey of a Portion of U.S. Routes 1 & 9 Prepared For The Port Authority of New York and New Jersey," prepared by John Zanetakos Associates, Inc., dated: January 25, 2000, Job No. 8438-8000B.

EXHIBIT E TO EIGHTEENTH SUPPLEMENTAL AGREEMENT

BK 5753 PG 0801

Record and Return to:
Harry K. Barr, Esq.
Law Department - Floor 66 North
The Port Authority of New York and New Jersey
One World Trade Center
New York, New York 10048

Portion of U.S. Routes 1-9:
Vicinity of Block 5094,
Lot 1

THE CITY OF NEWARK

and

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

LEASE AGREEMENT
PURSUANT TO
EIGHTEENTH SUPPLEMENTAL AGREEMENT

with respect to

THE NEWARK MARINE AND AIR TERMINALS

DATED: _____, 2000

Prepared by:

_____
Harry K. Barr
An Attorney At Law
of New Jersey

30

LEASE AGREEMENT PURSUANT TO EIGHTEENTH SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of the ____ day of _____, 2000 between the City of Newark, a municipal corporation, hereinafter the "City", and the Port Authority of New York and New Jersey, a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States of America, hereinafter the "Port Authority".

WHEREAS, the City and the Port Authority entered into the Eighteenth Supplemental Agreement with respect to the Newark Marine and Air Terminals hereafter the "Eighteenth Supplemental Agreement", dated _____ and recorded _____; which further supplemented and amended the Agreement with respect to the Newark Marine and Air Terminals, dated October 22, 1947 hereafter the "Original Agreement" and such Original Agreement as supplemented, amended and extended among other matters, leased certain "Demised Premises" to the Port Authority for the improvement, development, operation and maintenance of the Marine and Air Terminals by the Port Authority; and

WHEREAS, the Port Authority by Deed dated the date hereof and delivered simultaneously herewith is conveying to the City all of the Port Authority's right, title and interest to the property interests described therein; and

WHEREAS, the City and Port Authority wish to further effectuate provisions of the Eighteenth Supplemental Agreement by enlarging the Demised Premises and leasing to the Port Authority the permanent property interests described in Exhibit D to such Agreement.

NOW, THEREFORE, the City and the Port Authority hereby mutually undertake, promise and agree each for itself and its successors and assigns, that the Original Agreement as previously amended, supplemented and extended, shall be and it hereby is further amended and supplemented as follows:

1. Effective as of the date hereof, the Demises Premises are hereby enlarged in area by the addition thereof, and the City hereby leases to the Port Authority, under the terms of the Original Agreement, as supplemented, amended and extended, the permanent property interests described in Exhibit A hereto.

2. The change in area of the Demised Premises made by Lease Agreement pursuant to Eighteenth Supplemental Agreement is not intended to nor shall it be construed to modify the terms of the Original Agreement, as heretofore amended, supplemented and extended, with respect to rental payments or other payments or other obligations of the Port Authority or with respect to the obligations of the City.

3. Nothing herein contained shall be deemed or construed to be an

undertaking or covenant for the benefit of any third party. Neither the Commissioners of the Port Authority nor officers, agents or employees of the City shall be charged personally by either party hereto with any liability or held personally liable under any of the terms or provisions of this Lease Agreement pursuant to the Eighteenth Supplemental Agreement or because of its execution or breach or attempted or alleged breach thereof.

EXHIBIT A TO LEASE AGREEMENT
PURSUANT TO EIGHTEENTH SUPPLEMENTAL AGREEMENT

BK 5753 PG 0805

John Zanetakos Associates, Inc.
ENGINEERS • PLANNERS • SURVEYORS
7 DOIG ROAD • SUITE #1
WAYNE, NEW JERSEY 07470-7430

ARTHUR E. HANSON, JR. P.E., P.P. & L.S.
BRUCE D. CALLAHAN, L.S. & P.P.

LAWRENCE BOLIN, P.E.
THOMAS NEUSCHAFER, L.S.
HARRY DAERMANN, L.S. & P.P.

TEL. 973-696-2600
FAX. 973-696-1363

February 17, 2000

Job No. 8438-8000B

DEED DESCRIPTION

A PORTION OF THE
U. S. ROUTES 1 & 9 RIGHT OF WAY
IN THE
CITY OF NEWARK
ESSEX COUNTY, NEW JERSEY

Deed description of a parcel of land being a portion of the U. S. Routes 1 & 9, right of way adjacent to Lot 1 in Block 5094, being known as Newark International Airport, in the City of Newark, Essex County, New Jersey.

Beginning at the point of intersection formed by the southerly line of U.S. Routes 1 & 9 with the westerly line of Lot 1 in Block 5094 as shown on the City of Newark Tax Assessment Map, belonging to the City of Newark and being known as Newark International Airport having New Jersey Plane Coordinate System (NAD-83) Values of N 208,184.851 meters E 177,811.563 meters (N 683,019.799 feet E 583,370.101 feet) and running; thence the following seven (7) courses along the boundary line of Lot 1 in Block 5094 (Tax Map)

1) S 02° 13' 00" W 41.144 meters (134.99 feet) to a point of curvature,

2) Southeasterly along a curve to the left having a radius of 15.239 meters (50.00 feet); an arc length of 23.937 meters (78.53 feet), a central angle of 90° 00' 00" and a chord which bears S 42° 47' 00" E 21.551 meters (70.70 feet) to a point on curve,

3) S 02° 13' 00" W 15.239 meters (50.00 feet) to a point,

4) N 87° 47' 00" W 108.194 meters (354.97 feet) to a point,

5) N 02° 13' 00" E 15.239 meters (50.00 feet) to a point on curve,

6) Northeasterly along a curve to the left having a radius of 30.477 meters (99.99 feet), an arc length of 47.874 meters (157.07 feet), a central angle of 90° 00' 00" and a chord which bears N 47° 13' 00" E 43.101 meters (141.41 feet) to a point of compound curvature.

7) Northwesterly along a curve to the left having a radius of 28.039 meters (91.99 feet), an arc length of 32.042 meters (105.12 feet), a central angle of 65° 28' 31" and a chord which bears N 30° 31' 15" W 30.327 meters (99.50 feet) to a point on curve in the southerly line of U.S. Routes 1 & 9; thence the following two (2) courses across and through U.S. Routes 1 & 9

8) N 87° 47' 24" E 5.133 meters (16.84 feet) to a point.

9) S 87° 47' 00" E 73.761 meters (242.00 feet) to a point in the westerly line of Lot 1 in Block 5094 (Tax Map), the point and place of beginning.

Containing 5,543.73 square meters (59,675 square feet) or 0.5544 hectares (1.370 acres).

The intent being to describe a portion of the U.S. Route 1 & 9 right of way in the City of Newark.

Subject to all easements, rights of way and agreements of record.

Subject to such statement of facts that an accurate title search may disclose.

Deed description refers to map entitled, "Boundary Survey of a Portion of U.S. Routes 1 & 9 Prepared For The Port Authority of New York and New Jersey," prepared by John Zanetakos Associates, Inc., dated: January 25, 2000, Job No. 8438-8000B.

BK 5753 PG 0807

STATE OF NEW JERSEY, COUNTY OF ESSEX ss.

I CERTIFY that on October 2, 2000, ROBERT P. MARASCO, came before me and this person acknowledged under oath, to my satisfaction, that:

4. this person is the City Clerk of the City of Newark, the municipal corporation named in this Instrument;

5. this person is the attesting witness to the signing of this Instrument by the proper corporate officer who is the Mayor of the corporation;

6. this Instrument is signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Municipal Council;

7. this person knows the proper seal of the corporation which was affixed to this Instrument;

8. this person signed this proof to attest to the truth of these facts.

Robert P. Marasco
Robert P. Marasco
City Clerk

Signed and sworn to before me
on October 2, 2000

Ellen Michelle Harris
(An Attorney at Law or Notary Public)

Ellen Michelle Harris
Attorney at Law
State of New Jersey

STATE OF NEW YORK, COUNTY OF NEW YORK ss.

I CERTIFY that on , 2000, DANIEL BERGSTEIN, came before me and this person acknowledged under oath, to my satisfaction, that:

1) this person is the Secretary of the Port Authority of New York and New Jersey, the body corporate and politic named in this Instrument;

2) this person is the attesting witness to the signing of this Instrument by the proper corporate officer who is the Executive Director of the Port Authority;

3) this Instrument is signed and delivered by the Port Authority as its voluntary act duly authorized by a proper resolution of its Board of Commissioners;

4) this person knows the proper seal of the Port Authority which was affixed to this Instrument;

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

_____
Daniel Bergstein
Secretary

Signed and sworn to before me
on , 2000

_____
Harry K. Barr
(An Attorney at Law of New Jersey)

BK5 / 5 3 P 0 0 0 0 2

Record and Return to:
Harry K. Barr, Esq.
Law Department - Floor 66 North
The Port Authority of New York and New Jersey
One World Trade Center
New York, New York 10048

Portion of U.S. Routes 1-9:
Newark

THE CITY OF NEWARK

and

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

LEASE AGREEMENT
PURSUANT TO
EIGHTEENTH SUPPLEMENTAL AGREEMENT

with respect to

THE NEWARK MARINE AND AIR TERMINALS

DATED: _____, 2000

Prepared by:

_____
Harry K. Barr
An Attorney At Law
of New Jersey

LEASE AGREEMENT PURSUANT TO
EIGHTEENTH SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of the ____ day of _____, 2000 between the City of Newark, a municipal corporation, hereinafter the "City", and the Port Authority of New York and New Jersey, a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States of America, hereinafter the "Port Authority".

WHEREAS, the City and the Port Authority entered into the Eighteenth Supplemental Agreement with respect to the Newark Marine and Air Terminals hereafter the "Eighteenth Supplemental Agreement", dated _____ and recorded _____; which further supplemented and amended the Agreement with respect to the Newark Marine and Air Terminals, dated October 22, 1947 hereafter the "Original Agreement" and such Original Agreement as supplemented, amended and extended among other matters, leased certain "Demised Premises" to the Port Authority for the improvement, development, operation and maintenance of the Marine and Air Terminals by the Port Authority; and

WHEREAS, the Port Authority by Deed dated the date hereof and delivered simultaneously herewith is conveying to the City all of the Port Authority's right, title and interest to the property interests described therein; and

WHEREAS, the City and Port Authority wish to further effectuate provisions of the Eighteenth Supplemental Agreement by enlarging the Demised Premises and leasing to the Port Authority the permanent property interests generally shown in Exhibit C as "Property from NJDOT (Newark)" to such Agreement.

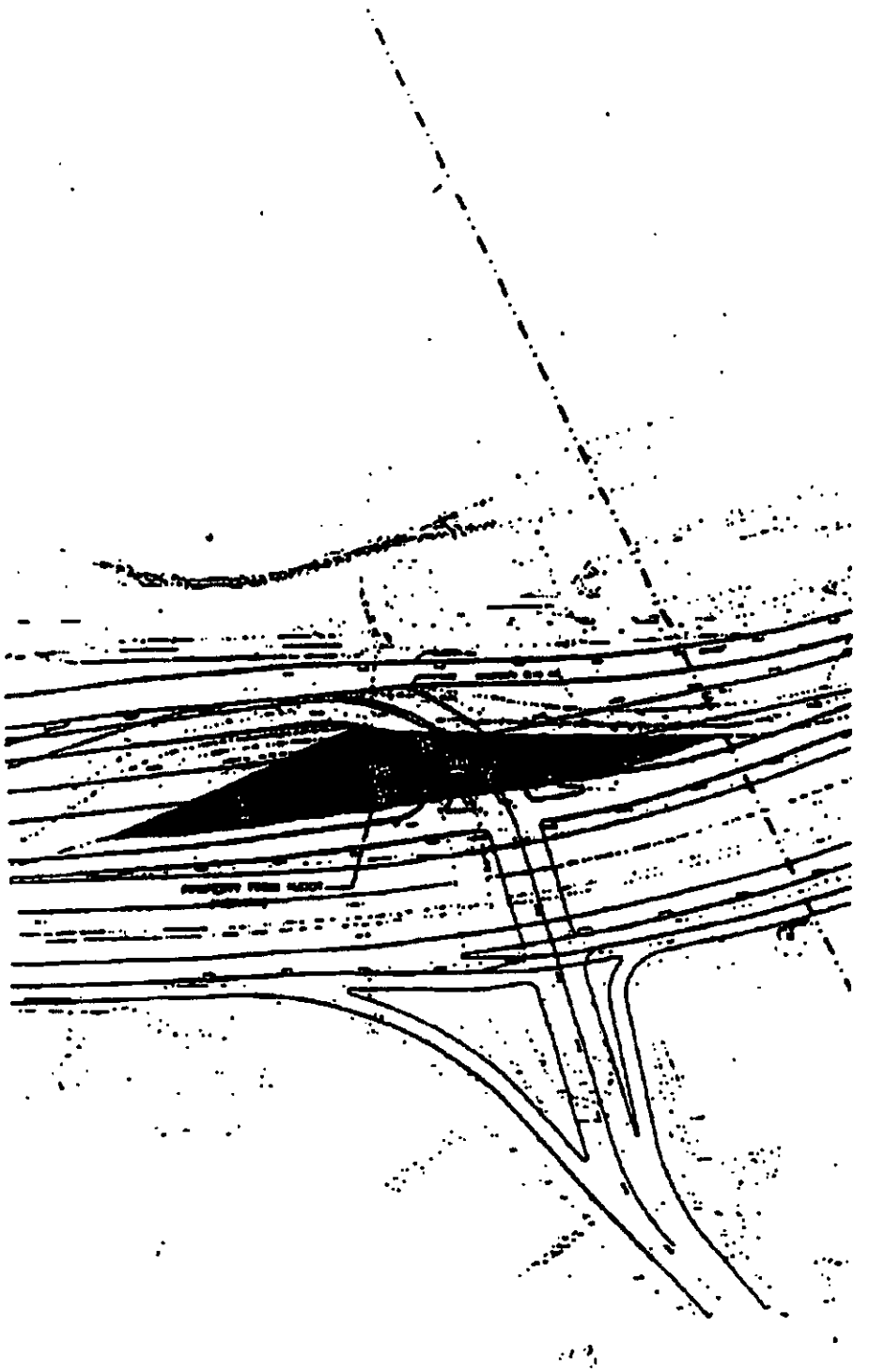
NOW, THEREFORE, the City and the Port Authority hereby mutually undertake, promise and agree each for itself and its successors and assigns, that the Original Agreement as previously amended, supplemented and extended, shall be and it hereby is further amended and supplemented as follows:

1. Effective as of the date hereof, the Demises Premises are hereby enlarged in area by the addition thereof, and the City hereby leases to the Port Authority, under the terms of the Original Agreement, as supplemented, amended and extended, the permanent property interests generally shown in Exhibit A hereto "property from NJDOT (Newark)" to be more particularly described in metes and bounds based on a survey to be prepared by a licensed surveyor.

2. The change in area of the Demised Premises made by Lease Agreement pursuant to Eighteenth Supplemental Agreement is not intended to nor shall it be construed to modify the terms of the Original Agreement, as heretofore amended, supplemented and extended, with respect to rental payments or other payments or other obligations of the Port Authority or with respect to the obligations of the City.

3. Nothing herein contained shall be deemed or construed to be an undertaking or covenant for the benefit of any third party. Neither the Commissioners.
undertaking or covenant for the benefit of any third party. Neither the Commissioners of the Port Authority nor officers, agents or employees of the City shall be charged personally by either party hereto with any liability or held personally liable under any of the terms or provisions of this Lease Agreement pursuant to the Eighteenth Supplemental Agreement or because of its execution or breach or attempted or alleged breach thereof.

EXHIBIT A TO LEASE AGREEMENT
PURSUANT TO EIGHTEENTH SUPPLEMENTAL AGREEMENT

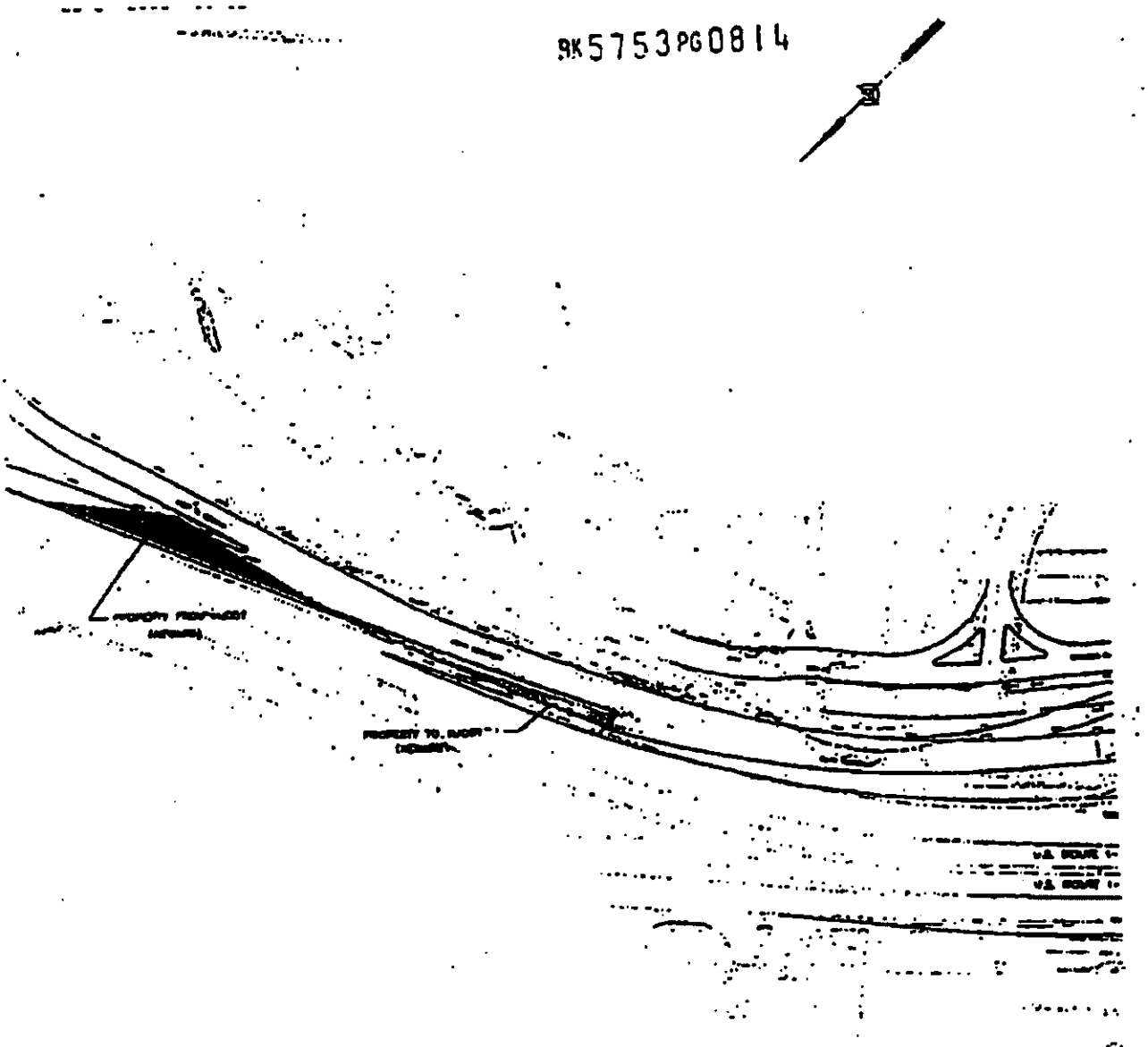


NEWARK INTERNATIONAL AIRPORT

SOUTHERN ACCESS ROADWAY PROJECT PACKAGE NO. 1

PROPERTY ACQUISITIO

EXHIBIT C



STATE OF NEW JERSEY, COUNTY OF ESSEX ss.

I CERTIFY that on . 2000, ROBERT P. MARASCO, came before me and this person acknowledged under oath, to my satisfaction, that:

4. this person is the City Clerk of the City of Newark, the municipal corporation named in this Instrument;

5. this person is the attesting witness to the signing of this Instrument by the proper corporate officer who is the Mayor of the corporation;

6. this Instrument is signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Municipal Council;

7. this person knows the proper seal of the corporation which was affixed to this Instrument;

8. this person signed this proof to attest to the truth of these facts.

Robert P. Marasco
City Clerk

Signed and sworn to before me
on , 2000

(An Attorney at Law or Notary Public)

STATE OF NEW YORK, COUNTY OF NEW YORK ss.

I CERTIFY that on , 2000, DANIEL BERGSTEIN, came before me and this person acknowledged under oath, to my satisfaction, that:

1) this person is the Secretary of the Port Authority of New York and New Jersey, the body corporate and politic named in this Instrument;

2) this person is the attesting witness to the signing of this Instrument by the proper corporate officer who is the Executive Director of the Port Authority;

3) this Instrument is signed and delivered by the Port Authority as its voluntary act duly authorized by a proper resolution of its Board of Commissioners;

4) this person knows the proper seal of the Port Authority which was affixed to this Instrument;

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

_____
Daniel Bergstein
Secretary

Signed and sworn to before me
on , 2000

_____
Harry K. Barr
(An Attorney at Law of New Jersey)

6FO MAR 15 2000

6st FO APR 05 2000

BK 5753 PG 0817

Ordinance

of the

City of Newark, N.J.

8V (AS) 030000
6FO 031500
6APS 5FO 040000

Alfred L. Faiella
Deputy Mayor and Director
Department of Economic and
Housing Development

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE EIGHTEENTH SUPPLEMENTAL AGREEMENT WITH RESPECT TO THE NEWARK MARINE AND AIR TERMINALS BETWEEN THE CITY OF NEWARK AND THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

WHEREAS, under the date of October 22, 1947, the City of Newark, a municipal corporation of the State of New Jersey (hereafter the "City") as lessor and the Port of New York Authority, now known as The Port Authority of New York and New Jersey, a body corporate and politic formed by Compact between the States of New Jersey and York, with the consent of the Congress of the United States of America (hereafter the "Port Authority") as lessee entered into an Agreement with respect to the Newark Marine and Air Terminals (hereafter the "Original Agreement") as supplemented and amended; and

WHEREAS, the City and the Port Authority have determined that certain highway improvements to be undertaken by the New Jersey Department of Transportation ("NJDOT") along U.S. Routes 1-9 and as part of the Route 21/22 Interchange Improvements Contract B and by the Port Authority at Newark International Airport requires a further amendment of the Original Agreement known as the Eighteenth Supplemental Agreement; and

WHEREAS, the Eighteenth Supplemental Agreement provides for the Port Authority's surrender of certain portions of its leasehold to the City which the City will convey to the State of New Jersey (the "State") for highway improvements; and

WHEREAS, the Eighteenth Supplemental Agreement provides for the City's consent to the Port Authority's acquisition of certain property from the State which the Port Authority would convey to the City and the City would include within the Demised Premises by a lease thereof to the Port Authority.

NOW, THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF NEWARK, NEW JERSEY:

SECTION 1. The Mayor and City Clerk of the City of Newark be and they hereby are authorized to execute the Eighteenth Supplemental Agreement in the form attached hereto, subject to approval of the Corporation Counsel as to the form thereof, on behalf of the City of Newark.

SECTION 2. All officers, agents and employees of the City of Newark are authorized and directed to take any and all actions necessary for the faithful performance by the City of Newark of its obligations, including but not limited to: acceptance, on behalf of the City, of surrender of leasehold interests from the Port Authority, execution of Deeds, on behalf of the City, conveying fee title within such leasehold areas to the State of New Jersey, acceptance of Deeds of property interests from the Port Authority and execution of Leases, on behalf of the City, of such property interests to the Port Authority, pursuant to the aforesaid Eighteenth Supplemental Agreement.

SECTION 3. An executed copy of the attached Eighteenth Supplemental Agreement shall be filed with the Office of the City Clerk.

-17

CITY CLERK'S OFFICE
NEWARK, N.J.

6FO 031500

6S&FO

Page 995753 PG 0818

6PNS&FO 040300

Date APR 05 2000

SECTION 4. This Ordinance shall take effect upon publication and final passage in accordance with the laws of the State of New Jersey.

STATEMENT

Passage of this Ordinance will authorize execution of an Eighteenth Supplemental Agreement in respect to the Municipal Marine Air Terminals authorizing certain real estate transactions necessary to effectuate certain highway improvements within the City of Newark by the NJDOT and the Port Authority.

— CERTIFIED TO BY ME THIS
14th DAY OF APRIL, 2000

DO NOT USE SPACE BELOW THIS LINE

RECORD OF COUNCIL VOTE ON FINAL PASSAGE										RECORD OF COUNCIL VOTE FOR RECONSIDERATION									
Council Member	AYE	NAY	NV	AB	Council Member	AYE	NAY	NV	AB	Council Member	AYE	NAY	NV	AB	Council Member	AYE	NAY	NV	AB
ADAMS				✓	GARRISON	✓				ADAMS					GARRISON				
BOOKER	✓				HUGHES				✓	BOOKER					HUGHES				
BRANDWEIN	✓				MACK	✓				BRANDWEIN					MACK				
CARRINO	✓				MOSKOWITZ PM	✓				CARRINO					MOSKOWITZ				
CRAWFORD-JENKINS	✓				Presiding					CRAWFORD-JENKINS					Presiding				

✓ - Indicates Vote AB - Absent NV - Not Voting

Adopted on first reading at a meeting of the Council of the City of Newark on MAR 15 2000

Adopted on second and final reading after hearing on APR 05 2000

Approved:

Donald Bradley Corporation Counsel

Gilbert A. Sanchez City Clerk

48

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ATTEST:

Robert P. Marasco 10/2/00
City Clerk

THE CITY OF NEWARK

Sharpe James
Mayor

Approved as to Form
And Legality

Michelle Hollar-Gregory
Corporation Counsel

ATTEST:

Daniel Bergstein
Secretary

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By: _____
Robert E. Boyle
Executive Director

Approved as to Form:

Jeffrey S. Green
General Counsel

By: Harry K. Barr
Harry K. Barr
Senior Environmental
Law Counsel

9K5753PG0820

NE1645 - Affidavit of Consideration
RTF-1 (Rev. 1/00)
P600

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(P.L. 1968, c. 49)
or
PARTIAL EXEMPTION
(P.L. 1976, c. 176)

ALL-STATE Legal®
a Division of ALL STATE International, Inc.
(800) 222-0800

To be recorded with Deed pursuant to P.L. 1968, c. 49, as amended by P.L. 1991, c. 308 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW ~~JERSEY~~ YORK
COUNTY OF NEW YORK
SS:

FOR RECORDER'S USE ONLY
Consideration $ _____
Realty Transfer Fee $ _____ *
Date _____ By _____

* Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side.)

Deponent HARRY K. BARR (Name), being duly sworn according to law upon his/her oath

deposes and says that he/she is the Legal Representative (Show grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.) on an Agreement in writing dated October 2, 2000

transferring real property identified as Block No. PART OF 5094 / 5088 Lot No. 1 / 166

located at vicinity of Newark International Airport, (Street Address, Municipality, County)

City of Newark, County of Essex and annexed hereto.

(2) CONSIDERATION (See Instruction #6.)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and/or and is to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is $ 0

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

7 (b): Transfer to the Port Authority of New York and New Jersey, an agency of the State of New Jersey

(4) PARTIAL EXEMPTION FROM FEE *NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9.)*

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by P.L. 1976, c. 176 for the following reason(s):

A) SENIOR CITIZEN (See Instruction #8.)
- ☐ Grantor(s) 62 yrs. of age or over.*
- ☐ One- or two-family residential premises.
- ☐ Owned and occupied by grantor(s) at time of sale
- ☐ Owners as joint tenants must all qualify except in the case of a spouse.

B) BLIND (See Instruction #8.)
- ☐ Grantor(s) legally blind.*
- ☐ One- or two-family residential premises.
- ☐ Owned and occupied by grantor(s) at time of sale.
- ☐ No owners as joint tenants other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8.)
- ☐ Grantor(s) permanently and totally disabled.*
- ☐ One- or two-family residential premises.
- ☐ Receiving disability payments.
- ☐ Owned and occupied by grantor(s) at time of sale.
- ☐ Not gainfully employed.
- ☐ No owners as joint tenants other than spouse or other qualified exempt owners.

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

C) LOW AND MODERATE INCOME HOUSING (See Instruction #8.)
- ☐ Affordable According to HUD Standards.
- ☐ Meets Income Requirements of Region.
- ☐ Reserved for Occupancy.
- ☐ Subject to Resale Controls.

D) NEW CONSTRUCTION (See Instruction #9.)
- ☐ Entirely new improvement.
- ☐ Not previously used for any purpose.
- ☐ Not previously occupied.

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

Subscribed and sworn to before me this 16th day of February, 2001

GEORGE F. COOK
An Attorney at Law of New Jersey

Harry K. Barr
(Name of Deponent (type or print))
Harry K. Barr, Esq.
The Port Authority of NY and NJ
One World Trade Center - Fl. 66
NY, NY 10048
(Address of Deponent)

The City of Newark
(Name of Grantee (type or print))
City Hall
Newark, New Jersey 07102
(Address of Grantee at Time of Sale)

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds
Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.
The format is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered without the approval of the Director.

ORIGINAL - To be returned by County.
DUPLICATE - To be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:16 - 8.12)
TRIPLICATE - In your file copy.

ORIGINAL AND DUPLICATE COPY MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER

14

FORM 2-6,000 20 lb. Bond

7Rch(AS)101602

Resolution of the City of Newark, N.J.

NO. 7RCH A/S

Date of Adoption OCT 16 2002

Resolution authoring Mayor of City of Newark to execute the Eighteenth Supplemental Agreement with Port Authority of New York and New Jersey, establishing a separate lease for improvement, development, operation and maintenance of the Newark Air Terminal, for lease of said Air Terminal, which includes inter alia, an extension of lease term through 2065 and increase rent payment, subject to approval by Corporation Counsel as to form, on behalf of City of Newark.

D-79 1080

Approved as to Form and Legality on Basis of Facts Set Forth

Corporation Counsel

Factual contents certified by

Title

Council Member Charles Bell presents the following Resolution:

WHEREAS, under date of October 22, 1947, the City of Newark, a municipal corporation of the State of New Jersey (hereinafter known as the City) and the Port Authority of New York and New Jersey, (hereinafter known as the Port Authority) entered into an agreement for the improvement, development, operation and maintenance of the Newark Marine and Air Terminals and for the lease of the said Marine and Air Terminals by the CITY as Lessor to the PORT AUTHORITY as Lessee (hereinafter called the "ORIGINAL AGREEMENT") said agreement being authorized by resolutions duly adopted by the Municipal Council of the CITY and the Board of Commissioners of the PORT AUTHORITY; and

WHEREAS, the CITY and the PORT AUTHORITY have determined that increases in the annual rental payable to the CITY will be facilitated by extension of the term of said ORIGINAL AGREEMENT; and

WHEREAS, the ORIGINAL AGREEMENT shall be amended in accordance with the Eighteenth Supplemental Agreement to the ORIGINAL AGREEMENT, a copy of which is attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF NEWARK, NEW JERSEY THAT:

1. The Mayor of the CITY OF NEWARK be and is hereby authorized to execute the Eighteenth Supplemental Agreement in the form attached hereto, subject to approval by the Corporation Counsel as to form thereof, on behalf of the CITY OF NEWARK.

2. All officers, agents and employees of the CITY OF NEWARK are authorized and directed to take any and all actions necessary for the faithful performance by the CITY OF NEWARK of its obligation under the aforesaid Eighteenth Supplemental Agreement.

3. An executed copy of the annexed Agreement shall be filed with the office of the City Clerk by the Business Administrator.

Instr# 727030 Carole A. Graves
Recorded/Filed RL 1 Essex County Register
02/05/2003 14:12:2 Bk 5947 Pg 111 #Pgs 18 NE

Consideration:	0.00	R
County:	0.00	
State:	0.00	
N.P.R.F.:	0.00	
Realty Tax:	0.00	
Fees:	110.00	

FORM 1-5,000 20 lb. Bond

-2-

7Rch(AS)101602

OCT 16 2002

STATEMENT

This legislation authorizes the Mayor to execute the Eighteenth Supplemental Agreement with the PORT AUTHORITY of NEW YORK and NEW JERSEY establishing a separate lease for improvement, development, operation and maintenance of the NEWARK AIR TERMINAL and for the lease of the said AIR TERMINAL, which includes inter alia, an extension of the lease term through 2065 and increases the rent payment.

CERTIFIED TO BY ME THIS
22nd. DAY OF OCTOBER, 2002

Do not use space below this line

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

Council Member	AYE	NAV	NV	AB	Council Member	AYE	NAV	NV	AB	Council Member	AYE	NAV	NV	AB
AMADOR	✓				CORCHADO	✓				TUCKER		✓		
BELL M	✓				CHANEYFIELD JENKINS	✓				WALKER		✓		
BRIDGEFORTH	✓				QUINTANA	✓				BRADLEY, Pres.	✓			

✓ Indicates Vote AB - Absent NV - Not Voting

Adopted at a meeting of the Municipal Council of the City of Newark, N.J., OCT 16 2002

Donald Bradley
President of the Council

Robert C. Paparco
City Clerk

This Resolution adopted must remain in the custody of the City Clerk. Certified copies are available.

7RCH(AS) 101602

EIGHTEENTH SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of the first day of January 2002 (the "**Effective Date**") between THE CITY OF NEWARK, a municipal corporation of the State of New Jersey, hereinafter called the "**City**", and THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of Congress of the United States of America, hereinafter called the "**Port Authority**",

WITNESSETH:

WHEREAS, under date of October 22, 1947, the City and the Port Authority entered into an Agreement with respect to the Newark Marine and Air Terminals (the "**Original Agreement**"), providing for the improvement, development, operation and maintenance of the Marine and Air Terminals by the Port Authority at the premises demised thereunder, as described in Section 2 of the Original Agreement and shown on the map attached to the Original Agreement as Exhibit A, as heretofore amended (the "**Demised Premises**"); and

WHEREAS, under dates of March 11, 1948, July 27, 1949, August 30, 1949, September 21, 1949, May 27, 1953, September 8, 1955, October 5, 1956, April 21, 1958, December 14, 1966, June 30, 1970, February 5, 1975, April 1, 1974, May 16, 1975, June 14, 1984, January 1, 1984, April 17, 1996 and March 26, 1998, the City and the Port Authority have duly amended, supplemented and extended the Original Agreement (as so amended, supplemented and extended, the "**Lease**"); and

WHEREAS, the City and the Port Authority desire to amend, supplement and extend the Lease, as more particularly set forth below.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual agreements hereinafter contained, the City and the Port Authority hereby agree, effective as of the Effective Date (except as otherwise provided), as follows:

2002 OCT 18 PM 2:02
NEWARK, N.J.

1. Change of Name. The name of the Air Terminal is hereby changed to "Newark Liberty International Airport".

7RCH(AS)101602

2. Term. The term of the letting under the Lease is hereby extended for the period ending at 11:59 o'clock p.m. on December 31, 2065. All references in the Lease to December 31, 2031 as the expiration date thereof shall be deemed to refer instead to December 31, 2065.

3. Rent. Section 5 of the Lease, entitled "RENT", as heretofore amended, is hereby deleted in its entirety, and the following is inserted in its place:

"5A. AIR TERMINAL RENT

(a) Definitions.

"Air Terminal Annual Gross Revenue" shall mean all revenues derived by the Port Authority arising out of the operation of the Air Terminal, excluding federal grants and any monies received as a result of any federal statute, regulation or policy, such as passenger facility charges and amounts received for airport security where such statute, regulation or policy restricts the use of such monies to purposes benefiting the Air Terminal and similar facilities, and also excluding any payments received reflecting repayment of principal and interest on "underlying mortgage bonds", as such term is used in the Consolidated Bond Resolution adopted by the Port Authority on October 9, 1952 (Special Project Bonds), but not excluding any other amounts collected by the Port Authority in connection with such underlying mortgage bonds, such as fees and charges. Notwithstanding the foregoing, except for such payments received reflecting principal and interest on such "underlying mortgage bonds", any amounts derived by the Port Authority arising out of the operation of the Air Terminal which have been reported as gross revenues of the Air Terminal in the Annual Net Revenue Statement provided to the City by the Port Authority in prior years, will continue to be reported as Air Terminal Annual Gross Revenue in future years.

"Air Terminal Base Rent" shall have the meaning provided in paragraph (b) below.

"Consolidated Annual Gross Revenue" shall mean all revenues derived by the Port Authority arising out of the operation of the Air Terminal and the Marine Terminal, excluding federal grants and any monies received as a result of any federal statute, regulation or policy, such as passenger facility charges and amounts received for airport and seaport security and dredging where such statute, regulation or policy restricts the use of such monies to purposes benefiting the Air Terminal or the

Marine Terminal, and also excluding any payments received reflecting repayment of principal and interest on "underlying mortgage bonds", as such term is used in the Consolidated Bond Resolution adopted by the Port Authority on October 9, 1952 (Special Project Bonds), but not excluding any other amounts collected by the Port Authority in connection with such underlying mortgage bonds, such as fees and charges. Notwithstanding the foregoing, except for such payments received reflecting principal and interest on such "underlying mortgage bonds", any amounts derived by the Port Authority arising out of the operation of the Air Terminal and the Marine Terminal which have been reported as gross revenues of the Air Terminal or the Marine Terminal in the Annual Net Revenue Statement provided to the City by the Port Authority in prior years, will continue to be reported as Air Terminal Annual Gross Revenue or Marine Terminal Annual Gross Revenue, as the case may be, in future years.

"**Consolidated Base Rent Amount**" shall mean:

(i) for Year 2002, One Hundred Million Dollars and No Cents ($100,000,000.00), and

(ii) for each Year thereafter, (x) the Consolidated Fixed Base Rent Amount or (y) eight percent (8%) of the Consolidated Annual Gross Revenue for such Year, whichever is greater.

"**Consolidated Fixed Base Rent Amount**" shall mean an amount equal to:

(i) with respect to Years 2003 through 2006, Sixty-Five Million Dollars and No Cents ($65,000,000.00),

(ii) with respect to the Five-Year Period comprising Years 2007 through 2011, (x) Sixty-Five Million Dollars and No Cents ($65,000,000.00) or (y) an amount equal to ten percent (10%) of the average Consolidated Annual Gross Revenue for the preceding Five-Year Period, whichever is greater, and

(iii) with respect to each Five-Year Period thereafter, (x) the Consolidated Fixed Base Rent Amount for the preceding Five-Year Period or (y) an amount equal to ten percent (10%) of the average Consolidated Annual Gross Revenue for the preceding Five-Year Period, whichever is greater.

"Five-Year Period" shall mean each of the following periods of Years: 2002-2006, 2007-2011, 2012-2016, 2017-2021, 2022-2026, 2027-2031, 2032-2036, 2037-2041, 2042-2046, 2047-2051, 2052-2056, 2057-2061 and 2062-2065.

"Air Terminal Fixed Base Rent" shall mean an amount equal to:

(i) with respect to Years 2003 through 2006, Sixty Million Dollars and No Cents ($60,000,000.00),

(ii) with respect to the Five-Year Period comprising Years 2007 through 2011, (x) Sixty Million Dollars and No Cents ($60,000,000.00) or (y) an amount equal to ten percent (10%) of the average Air Terminal Annual Gross Revenue for the preceding Five-Year Period, whichever is greater, and

(iii) with respect to each Five-Year Period thereafter, (x) the Air Terminal Fixed Base Rent for the preceding Five-Year Period or (y) an amount equal to ten percent (10%) of the average Air Terminal Annual Gross Revenue for the preceding Five-Year Period, whichever is greater.

"Supplement 19" shall mean the Nineteenth Supplemental Agreement to the Lease, as hereby amended, supplemented and extended, dated as of the date hereof.

"Term" shall mean the period commencing at 12:01 a.m. on January 1, 2002 and ending at 11:59 p.m. on December 31, 2065.

"Year" shall mean each calendar year during the Term.

(b) Base Rent.

The Port Authority shall pay to the City for the Air Terminal, for each Year of the Term, the following annual rent (**"Air Terminal Base Rent"**):

(1) For Year 2002, Air Terminal Base Rent shall be Ninety Million Dollars and No Cents ($90,000,000.00).

(2) For each Year thereafter, subject to the provisions of the following paragraph (c), Air Terminal Base Rent shall be an amount equal to (x) Air Terminal Fixed Base Rent or (y) eight percent (8%) of the Air Terminal Annual Gross Revenue for such Year, whichever is greater.

(c) Cap.

Notwithstanding the provisions of the preceding paragraph (b), in the event that in any Year commencing on or after January 1, 2003 the sum of (x) Air Terminal Base Rent and

(y) "Marine Terminal Base Rent" payable under Supplement 19 with respect to the Marine Terminal exceeds the Consolidated Base Rent Amount for such Year, *then, in that event*, Air Terminal Base Rent for such Year shall be *reduced by the amount of such excess*.

(d) Annual Statements.

By March 31 of each Year, commencing March 31, 2003, the Port Authority shall deliver to the City a statement (an "**Annual Statement**") setting forth the following information:

(1) the Air Terminal Annual Gross Revenue and Consolidated Annual Gross Revenue received in the preceding Year,

(2) an itemized statement of Air Terminal Annual Gross Revenue by source for such preceding Year, together with a schedule of any items excludable or deductible under the Lease,

(3) such additional information as the City may reasonably request, including listings of lease and other agreements producing Air Terminal Annual Gross Revenue, and

(4) in the Annual Statement immediately following the end of each Five-Year Period, commencing March 31, 2007, the average of the Air Terminal Annual Gross Revenues, and the average of the Consolidated Annual Gross Revenues, received in the preceding Five-Year Period; this Annual Statement shall also state, in accordance with the respective definitions of "Air Terminal Fixed Base Rent" and "Consolidated Fixed Base Rent Amount" set forth above, the amount that is the new Air Terminal Fixed Base Rent, and the amount of the Consolidated Fixed Base Rent Amount, for the Five-Year Period beginning in the Year in which the Annual Statement is delivered.

(e) Payment of Air Terminal Base Rent.

(1) For Year 2002, Air Terminal Base Rent shall be paid as follows:

(i) *Prior to the execution of this* Supplemental Agreement, Air Terminal Base Rent shall be paid in the form and amount of the monthly rent installments hitherto paid under the Lease.

(ii) Thereafter, the balance of Air Terminal Base Rent for such Year shall be paid within five (5) business days of the execution of this Agreement or, at the City's election, on

March 31, 2003 with interest from January 1, 2003 until the date of payment.

(2) For Year 2003 and each Year thereafter, subject to paragraph (e)(2)(iii) below, Air Terminal Base Rent shall be paid as follows:

(i) Subject to adjustment in accordance with the following paragraph (e)(2)(ii), and subject to the following sentence, Air Terminal Base Rent shall be paid in equal monthly installments, each in an amount equal to one-twelfth of the Air Terminal Fixed Base Rent applicable to such Year, on the fifteenth (15th) day of January and on the fifteenth (15th) day of each succeeding calendar month of such Year. Notwithstanding the foregoing, with respect to the first Year of each Five-Year Period commencing on or after January 1, 2007, the first three monthly installments of Air Terminal Base Rent shall each be in an amount equal to the amount of each monthly installment of Air Terminal Base Rent paid in the immediately preceding Year; upon delivery of the Annual Statement identifying the new Air Terminal Fixed Base Rent for such Five-Year Period, the Port Authority shall pay to the City the excess, if any, of the amount of three installments of such new Air Terminal Fixed Base Rent over the amount of the three monthly installments actually paid, with interest on such excess relating to each such installment, from the due date of such installment until the date of payment of such excess.

(ii) If the amount that is eight percent (8%) of the Air Terminal Annual Gross Revenue for such Year, as set forth in the Annual Statement delivered following such Year, exceeds the Air Terminal Fixed Base Rent applicable to such Year, then the Port Authority shall pay to the City, together with the delivery of such Annual Statement, the amount of such excess, with interest on such excess from the January 1 immediately preceding such Annual Statement until the date of payment of such excess.

(iii) If Air Terminal Base Rent for any Year is to be reduced pursuant to paragraph (c), entitled "Cap", above, the Port Authority shall be given a credit against Air Terminal Base Rent in the amount of such reduction; provided, however, that in the event that there is no Air Terminal Base Rent available against which to

take such credit, then (x) such credit shall be taken against, first, any other amounts due from the Port Authority to the City hereunder and, then, any amounts whatsoever due from the Port Authority to the City, and (y) if no such amounts are available against which to take such credit or any remaining balance thereof, the City shall pay the amount of such credit, or the remaining balance thereof, to the Port Authority.

(f) Supplemental Rent.

(1) In addition to Air Terminal Base Rent, the Port Authority shall pay to the City for the Air Terminal the following rent ("**Supplemental Rent**"):

(i) For each Year of the Term, annual Supplemental Rent shall be Three Million Dollars and No Cents ($3,000,000.00), and shall be paid in equal monthly installments, each in an amount equal to Two Hundred Fifty Thousand Dollars and No Cents ($250,000.00), on the fifteenth (15th) day of January and on the fifteenth (15th) day of each succeeding calendar month of such Year.

(ii) In addition, a one-time lump sum amount of approximately [Four Million Six Hundred Thousand Dollars and No Cents ($4,600,000.00)], constituting the entire balance of Account #1611895 at City National Bank, 900 Broad Street, Newark NJ 07102, shall be released to the City upon the execution of this Supplemental Agreement.

(g) Payment of Taxes, etc., Deemed to be Payment of Rent. No breach of any covenant, term or condition in this Agreement shall excuse the Port Authority from the prompt payment of the rent herein reserved, provided, however, that in the event the Port Authority, under any law that may hereafter be enacted or applied, shall be or become subject to and liable for payment to the City of any taxes, assessments or governmental levies or imposts (except charges for water and sewer pursuant to Section 20 of the Original Agreement) upon or against the demised premises or upon any part or parts thereof, then the receipt by the City of the amount of such taxes, assessments, levies or imposts as are revenues for school and municipal purposes (except those imposed on sublessees or tenants for which the Port Authority, by agreement with such sublessees or tenants, assumes the obligation to pay) shall, as between the City and the Port Authority, be deemed receipt *pro tanto* of the rent herein reserved, and the amount so received by the City

shall be treated as a cumulative credit against rent otherwise payable hereunder."

4. Rent Reopener.

Section 47 of the Lease entitled "Rent Reopener" (as added by the Fifteenth Supplemental Agreement) is hereby deleted in its entirety, and the following is inserted in its place:

"Section 47. Rent Reopener.

(a) The respective definitions of Air Terminal Fixed Base Rent, hereunder, and Marine Terminal Base Rent, under Supplement 19, provide for their adjustment with respect to each succeeding Five-Year Period. The City and the Port Authority recognize, however, that in certain circumstances a reopening and reexamination of the rental provisions during the term of the Lease, as hereby extended, may be appropriate and, accordingly, hereby agree to use the following procedure to accomplish such reopening and reexamination of the rental provisions.

(b) Commencing with the Annual Statement due March 31, 2011, and thereafter with respect to each Annual Statement immediately following each Five Year Period, *if* the Consolidated Fixed Base Rent Amount stated in any such Annual Statement as the Consolidated Fixed Base Rent Amount for the Five-Year Period beginning in the Year in which such Annual Statement is due is not greater than the Consolidated Fixed Base Rent Amount established for the immediately preceding Five-Year Period (*i.e.*, if on and after such date the amount of the Consolidated Fixed Base Rent Amount does not increase with respect to each succeeding Five-Year Period), *then* the City and the Port Authority shall each have the right to reopen negotiations on the rental provisions of the Lease by serving a notice in writing upon the other party at any time within the next twelve (12) months following the March 31 such Annual Statement was due. Either party upon its receipt of the other party's notice shall promptly respond to the other party in writing, which written response shall confirm the receipt of the reopener notice and shall set forth a proposed time and date, to be no later than 30 days from the date of the receipt of the other party's notice, or such other date as the parties may agree, when negotiations shall commence (the "**Negotiation Commencement Date**"). Each party hereby agrees that it will conduct said negotiations and reexamination of the rental provisions of the Lease in good faith with a view toward reaching a

reasonable modification of said rental provisions, if under all the then prevailing circumstances the modification is justified. In the event that a request is made for reopening the rental provisions, each party may propose such changes to the rental provisions as it may desire.

(c) In the event within 120 days following the Negotiation Commencement Date the negotiations result in a modification agreement, which shall mean a fully executed supplement to the Lease in a form satisfactory to the City and the Port Authority covering the modification of the rental provisions of the Lease and which has received the approval of the Port Authority's Board of Commissioners (and is not vetoed by either Governor) and the approval of the authorized officials of the City, then the said rental provisions shall be deemed modified in accordance with said modification agreement.

(d) In the event the negotiations do not result in a modification agreement within 120 days after the Negotiation Commencement Date, then such negotiations shall be continued if, and only if, either the City or the Port Authority submits a written request to the Office of the Governor of the State of New Jersey, with a copy to be served on the other party, within 150 days after the Negotiation Commencement Date seeking the intervention of said Governor's office in the negotiations (the date of such request, the "**Requesting Date**"). If the Governor's office so intervenes, the negotiations shall continue for a further period not to exceed 120 days following the Requesting Date. If within the 120 days following the Requesting Date the negotiations result in a modification agreement, which shall mean a fully executed supplement to the Lease in a form satisfactory to the City and the Port Authority covering the modification of the rental provisions of the Lease and which has received the approval of the Port Authority's Board of Commissioners (and not vetoed by either Governor) and the approval of the authorized officials of the City, then said rental provisions shall be deemed modified in accordance with said modification agreement.

(e) During the pendency of negotiations pursuant to this Section 47, the City shall continue to be paid rent in accordance with the then existing rental provisions of the Lease."

5. Right to Audit Annually.

Without limiting the generality of Section 9 of the Lease, as amended by the Ninth Supplemental Agreement, the City shall have the right, on an annual basis, to have an audit of the Port Authority's gross revenue calculations conducted by an accounting firm of the City's choosing, which shall be one of the ten largest accounting firms in the New York/New Jersey area. The Port Authority will pay fifty percent (50%) of the actual cost of such audit, provided that such cost is reasonable.

6. Certain Definitions Deleted.

A new rental section having replaced and superseded the rental section heretofore existing in the Lease, the defined terms used in the replaced and superseded rental section have become irrelevant. Accordingly, Section 1 of the Original Agreement, as previously amended in the Ninth and Fifteenth Supplemental Agreements, is hereby further amended by deleting in their entirety the definitions of "Current Year", "Annual Net Revenue", "Gross Revenue", "Operation and Maintenance Expense", General and administrative expense", "Imputed debt service", "Imputed debt service A", "Imputed debt service B", "Amortization Factor", "Replacement Factor", "Current Interest Rate", "Rating of Port Authority Bonds", and "Imputed debt service factor".

7. Community Development Provision Deleted.

The Lease is hereby amended by deleting in its entirety paragraph 8 of the Fifteenth Supplemental Agreement to the Lease, dated as of January 1, 1984, entitled "Community Development".

8. Remedies.

The Lease is hereby amended by deleting in its entirety Section 35 of the Original Agreement, entitled "Arbitration re: Accounting". In the event of a claim or dispute, each party reserves the right to avail itself of any and all legal and equitable remedies.

9. Airport Administrator.

The City will designate an Airport Administrator, who shall be an employee of the City, who will meet with the Manager of the Air Terminal at least quarterly to be advised of progress in implementing the Capital Plan for Newark Airport and overall operational and financial issues at the Air Terminal. The Airport Administrator will also work closely with Port Authority Aviation Department staff to: oversee Port Authority compliance with Lease terms; review and comment on the Air Terminal's management plan and operating and capital budgets; monitor agreed-upon performance standards; review detailed financial information on revenues, operating expenses and capital expenditures for the Air Terminal; and participate with the Port Authority in meetings with civic and community-based business groups, community boards and the like.

10. Notice. The Lease is hereby amended, effective the date hereof, by deleting in its entirety Section 40 of the Original Agreement, entitled "NOTICE", and inserting in its place the following:

"40. NOTICE

Notices, requests, consents, and approvals required to be given to or by either party hereunder, including without limitation statements, audit reports, reports of rental payments, activity reports, and listing of leases ("**Notices**"), shall be in writing and shall be personally delivered during business hours or delivered by a nationally recognized overnight courier service or sent by registered or certified mail, postage prepaid and return receipt requested, to the duly designated officer of such party. Until further notice, the duly designated officers are as follows:

For the City:

Director of Finance
The City of Newark
828 Broad Street
Newark, New Jersey 07102

Corporation Counsel
The City of Newark
920 Broad Street
Newark, New Jersey 07102

City Clerk
Municipal Building

7RCH(AS)101602

City of Newark
Newark, New Jersey 07102

For the Port Authority:

Executive Director
The Port Authority of New York and New Jersey
225 Park Avenue South
New York, New York 10003

Each Notice shall be deemed given and effective upon receipt, or, in the event of a refusal by the addressee, on the first tender of such Notice to the addressee at the designated address."

11. Consent. The Lease is hereby amended, effective the date hereof, by inserting the following at the end of the fourth paragraph of Section 15 of the Original Agreement:

"The aforementioned consent shall not be unreasonably denied, withheld or delayed. Within thirty-five (35) days after receipt of the Port Authority's request for such consent, the City shall provide the Port Authority with a written statement granting such consent or denying such consent, and giving the reasons therefor. Upon failure to provide such written statement within thirty-five (35) days then such consent shall be deemed to be granted."

12. Deed Notices. In the event that during the term of the Lease, as hereby amended and extended, the Port Authority (or, with Port Authority approval, any of the tenants of the Port Authority or any entity operating at the Air Terminal or the Marine Terminal) shall become obligated pursuant to federal, state or local law, rule, regulation, requirement, order, direction or ordinance, or shall deem it necessary or advisable, to prepare and submit for execution on behalf of the City, and recordation, a Deed Notice affecting or relating to the Air Terminal or the Marine Terminal, giving notice to prospective holders of an interest in property and/or others of restricted use or access, the City agrees to work with the Port Authority and cooperate therewith in the preparation and execution of the legal documents necessary, and to enact any ordinance that may be necessary, to effectuate the execution on behalf of the City and the recordation of such a Deed Notice, it being understood and agreed that said Deed Notice shall not be intended to, and shall not, transfer or create any interest in real property. The effectuation and

implementation of the provisions of this paragraph and the resulting conditions for all purposes shall be deemed in compliance with the provisions of the Lease, as amended and extended hereby, notwithstanding any contrary provisions thereof.

13. City Owned Utilities. The parties acknowledge that there exist unresolved issues relating to Section 20 of the Original Agreement, entitled "City Owned Utilities", as the same has been amended, and hereby agree, with reasonable promptness following the execution of this Agreement, to negotiate in good faith a separate agreement with respect to such issues.

14. Effect of Amendments. Except as hereby amended, all of the terms, covenants, provisions, conditions and agreements of the Lease shall be and remain in full force and effect.

15. Entire Agreement. This Agreement, together with the Lease (to which it is supplementary), constitutes the entire agreement between the Port Authority and the City on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the City. Each party agrees that no representations or warranties shall be binding upon the other unless expressed in writing in the Lease or this Agreement.

16. No Third Party Beneficiary, No Personal Liability. Nothing herein contained shall be deemed or construed to be an undertaking or covenant for the benefit of any third party. No Commissioner, elected official, officer, agent or employee of the Port Authority or the City shall be charged personally by either party hereto with any liability or held personally liable under any of the terms or provisions of this Agreement or because of its execution

or attempted execution, or because of any breach or attempted or alleged breach hereof.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Eighteenth Supplemental Agreement as of the date first written above.

THE CITY OF NEWARK

ATTEST:

CITY OF NEWARK 11/13/02

ROBERT P. MARASCO, CITY CLERK

SHARPE JAMES
MAYOR

APPROVED AS TO FORM AND LEGALITY

JOANNE WATSON
CORPORATION COUNSEL

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

ATTEST:

SECRETARY

MICHAEL R. DECOTIIS
DEPUTY EXECUTIVE DIRECTOR

APPROVED AS TO FORM

JEFFREY S. GREEN
GENERAL COUNSEL

STATE OF NEW JERSEY)

: ss.:

COUNTY OF ESSEX)

On the 1 day of November 2002, before me, the undersigned, a Notary Public in and for said state, personally appeared SHARPE JAMES, Mayor of THE CITY OF NEWARK, 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.

Katrina O. Assoumou

Notary Public

KATRINA O. ASSOUMOU
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 21, 2005

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On the 30th day of October 2002, before me, the undersigned, a Notary Public in and for said state, personally appeared MICHAEL R. DECOTIIS, Deputy Executive Director of THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, 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.

Notary Public

JOHN JODY LEE
Notary Public, State of New York
No. 02LE4821762
Qualified in Queens County
Commission Expires On April 30, 2006

FORM ORD. 2-5000-24 lb. 25% Rag Bond

8V(AS)030100
6FO 031500
6PASWFO 040300

NOTE: NOT EXECUTED

No. 6FO MAR 15 2000 1st Reading

No. ..... Public Hearing

No. 6S&FO APR 05 2000 2nd Rdg. and Final Passage

No. ..... Reconsidered

Approved as to Form and Legality on Basis of Facts Set Forth

..... Corporation Counsel

Ordinance
of the
City of Newark, N.J.

Date to Mayor 4-7-2000

Date Returned .....

Date Resubmitted to Council .....

Date Advertised 1st Reading 000321

Final Reading 000419

Factual contents certified to by

..... Title Alfred L. Faiella
Deputy Mayor and Director
Department of Economic and Housing Development

Council member ..... presents the following Ordinance:

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE EIGHTEENTH SUPPLEMENTAL AGREEMENT WITH RESPECT TO THE NEWARK MARINE AND AIR TERMINALS BETWEEN THE CITY OF NEWARK AND THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

WHEREAS, under the date of October 22, 1947, the City of Newark, a municipal corporation of the State of New Jersey (hereafter the "City") as lessor and the Port of New York Authority, now known as The Port Authority of New York and New Jersey, a body corporate and politic formed by Compact between the States of New Jersey and York, with the consent of the Congress of the United States of America (hereafter the "Port Authority") as lessee entered into an Agreement with respect to the Newark Marine and Air Terminals (hereafter the "Original Agreement") as supplemented and amended; and

WHEREAS, the City and the Port Authority have determined that certain highway improvements to be undertaken by the New Jersey Department of Transportation ("NJDOT") along U.S. Routes 1-9 and as part of the Route 21/22 Interchange Improvements Contract B and by the Port Authority at Newark International Airport requires a further amendment of the Original Agreement known as the Eighteenth Supplemental Agreement; and

WHEREAS, the Eighteenth Supplemental Agreement provides for the Port Authority's surrender of certain portions of its leasehold to the City which the City will convey to the State of New Jersey (the "State") for highway improvements; and

WHEREAS, the Eighteenth Supplemental Agreement provides for the City's consent to the Port Authority's acquisition of certain property from the State which the Port Authority would convey to the City and the City would include within the Demised Premises by a lease thereof to the Port Authority.

NOW, THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF NEWARK, NEW JERSEY:

SECTION 1. The Mayor and City Clerk of the City of Newark be and they hereby are authorized to execute the Eighteenth Supplemental Agreement in the form attached hereto, subject to approval of the Corporation Counsel as to the form thereof, on behalf of the City of Newark.

SECTION 2. All officers, agents and employees of the City of Newark are authorized and directed to take any and all actions necessary for the faithful performance by the City of Newark of its obligations, including but not limited to: acceptance, on behalf of the City, of surrenders of leasehold interests from the Port Authority, execution of Deeds, on behalf of the City, conveying fee title within such leasehold areas to the State of New Jersey, acceptance of Deeds of property interests from the Port Authority and execution of Leases, on behalf of the City, of such property interests to the Port Authority, pursuant to the aforesaid Eighteenth Supplemental Agreement.

SECTION 3. An executed copy of the annexed Eighteenth Supplemental Agreement shall be filed with the Office of the City Clerk.

00 FEB 28 P 2:12
CITY CLERK'S OFFICE
NEWARK, N.J.

6FO 031500
6PHS7FO 040500

SECTION 4. This Ordinance shall take effect upon publication and final passage in accordance with the laws of the State of New Jersey.

STATEMENT

Passage of this Ordinance will authorize execution of an Eighteenth Supplemental Agreement in respect to the Municipal Marine Air Terminals authorizing certain real estate transactions necessary to effectuate certain highway improvements within the City of Newark by the NJDOT and the Port Authority.

DO NOT USE SPACE BELOW THIS LINE

RECORD OF COUNCIL VOTE ON FINAL PASSAGE									
Council Member	AYE	NAY	NV	AB	Council Member	AYE	NAY	NV	AB
AMADOR				✓	QUINTANA	✓			
BOOKER	✓				TUCKER				✓
BRIDGEFORTH	✓				WALKER	✓			
CARRINO	✓				BRADLEY M President	✓			
CRUMEYFIELD-JENKINS	✓								

RECORD OF COUNCIL VOTE FOR RECONSIDERATION									
Council Member	AYE	NAY	NV	AB	Council Member	AYE	NAY	NV	AB
AMADOR					QUINTANA				
BOOKER					TUCKER				
BRIDGEFORTH					WALKER				
CARRINO					BRADLEY President				
CRUMEYFIELD-JENKINS									

✓ - Indicates Vote AB - Absent NV - Not Voting

Adopted on first reading at a meeting of the Council of the City of Newark, N.J. on MAR 15 2000

Adopted on second and final reading after hearing on APR 05 2000

Approved / Rejected by Donald Bradley, Council President; Sharpe James, Mayor; Robert D. Narasco, City Clerk

This Ordinance when adopted must remain in the custody of the City Clerk. Certified copies are available.

6F0 031500
6Ph5#F0 040300

Record and Return to:
Harry K. Barr, Esq.
Law Department - Floor 66 North
The Port Authority of New York and New Jersey
One World Trade Center
New York, New York 10048

EIGHTEENTH SUPPLEMENTAL AGREEMENT

THE CITY OF NEWARK

and

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

EIGHTEENTH SUPPLEMENTAL AGREEMENT

with respect to

THE NEWARK MARINE AND AIR TERMINALS

DATED _____, 2000

Prepared by:

_____
Harry K. Barr
An Attorney at Law
State of New Jersey

6FO 031500
LOPh&HFO 060500

EIGHTEENTH SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2000, by and between the City of Newark, a municipal corporation with its principal office at the City Hall, in the City of Newark, County of Essex, State of New Jersey (hereinafter called the "City"), and The Port Authority of New York and New Jersey, a body corporate and politic, created by Compact between the States of New York and New Jersey, with the consent of Congress, with its principal office at One World Trade Center, Borough of Manhattan, City, County and State of New York (hereinafter referred to as the "Port Authority")

WITNESSETH:

WHEREAS, under date of October 22, 1947, the City and the Port Authority entered into an Agreement with respect to the Newark Marine and Air Terminals (the "Original Agreement"), providing for the improvement, development, operation and maintenance of the Marine and Air Terminals by the Port Authority at the premises demised thereunder, as described in Section 2 of the Original Agreement and shown on the map attached to the Original Agreement as Exhibit A, as heretofore amended (the "Demised Premises"); and

WHEREAS, under dates of March 11, 1948, July 27, 1949, August 30, 1949, September 21, 1949, May 27, 1953, September 8, 1955, October 5, 1956, April 21, 1958, December 14, 1966, June 30, 1970, February 5, 1975, April 1, 1974, May 16, 1975, June 14, 1984, January 1, 1984, April 17, 1996 and March 26, 1998, the City and the Port Authority have duly amended, supplemented and extended the Original Agreement; and

WHEREAS, the Port Authority, by separate Surrender Agreement in the form attached hereto as Exhibit A is prepared to surrender to the City all of its right, title and interest in a certain tract of land constituting the portion of the Demised Premises described in Exhibit B hereto ("Lot 166, Block 5088"), so that the City may convey such tract of land to the State of New Jersey (the "State"), by deed, in the case of Lot 166, Block 5088, subject to the reservations and conditions reflected in Exhibit B and to be contained in such deed, in order for the New Jersey Department of Transportation ("NJDOT") to undertake highway construction on Lot 166, Block 5088 as part of NJDOT's Routes 21/22 - Interchange Improvements, Contract B; and

WHEREAS, the Port Authority is undertaking a project for redevelopment at Newark International Airport ("EWR") including the reconfiguration of the EWR roadway system (hereinafter the "Project"); and

WHEREAS, the Port Authority wishes to acquire certain property interests from

6FO 031500
6PhSyFO 040500

the State of New Jersey generally shown in Exhibit C hereto as "Property From NJDOT (Newark)" and described in Exhibit D hereto as "A Portion of U.S. Routes 1 & 9 Right of Way in the City of Newark, Essex County, New Jersey" related to the Project, convey those permanent interests to the City pursuant to Section 15 of the Original Agreement and simultaneously lease such property interests back from the City as part of the Airport's enlarged Demised Premises.

NOW, THEREFORE, the City and the Port Authority hereby mutually undertake, promise and agree, each for itself and its successors and assigns, that the Original Agreement, as previously amended, supplemented and extended, shall be and it hereby is further amended and supplemented as follows:

1. Effective as of the date of such Surrender Agreement, the Demised Premises will be reduced in area by the deletion therefrom of:

(A) the Premises described in Exhibit B, provided that the Reserved Rights below are hereby granted to the Port Authority as rights appurtenant to the Demised Premises (as hereby reduced) (such Reserved Rights specifically are that the premises described in Exhibit B hereto are:

(a) Subject to the Federal Aviation Administration's ("FAA") Obstruction Standards and

(b) Reserving to the FAA and the Port Authority the right to install aids to air navigation, with the written approval of NJDOT, which approval will not be unreasonably withheld or delayed, provided such installation will not interfere with NJDOT's existing or future highway construction).

2. The City hereby consents to the Port Authority's acquisition of the property interests generally shown in Exhibit C hereto as "Property from NJDOT (Newark)" to be more particularly described in metes and bounds based on a survey to be prepared by a licensed surveyor; and described in metes and bounds in Exhibit D hereto as "A Portion of U.S. Routes 1 & 9 Right of Way in the City of Newark, Essex County, New Jersey."

3. The Port Authority agrees to promptly convey to the City, pursuant to Section 15 of the Original Agreement, the property interests it acquires and the City agrees to accept a Deed thereto, and to forward a copy of the executed and recorded Deed to the City Clerk for filing.

4. The City agrees that simultaneously with its receipt of such conveyance(s), as of the date(s) thereof, the Demised Premises shall be enlarged to include the property interests set forth in Exhibits C and D hereto and the Business Administrator and City Clerk are authorized and directed at the time of receipt of such property interests simultaneously to sign and attest, respectively on behalf of the City

6F0 031500
Copy 6F0 040500

lease agreements in the form attached hereto and made a part hereof as Exhibit E.

5. The change in area of the Demised Premises to be made by the Surrender Agreement and lease Agreements contemplated in Sections 1 and 4 hereof is not intended to nor shall it be construed to modify the terms of the Original Agreement, as heretofore amended, supplemented and extended, with respect to rental payments or other obligations of the Port Authority or with respect to the obligations of the City except as may be provided in this Eighteenth Supplemental Agreement.

6. The Port Authority, the City and the City's designee, agree to work together and cooperate in the preparation and execution of the legal documents necessary to effectuate the purposes of this Agreement.

7. Nothing herein contained shall be deemed or construed to be an undertaking or covenant for the benefit of any third party. Neither the Commissioners of the Port Authority, nor officers, agents or employees of the Port Authority or the City, shall be charged personally by either party hereto with any liability or held personally liable under any of the terms or provisions of this agreement or because of its execution or because of any breach or attempted or alleged breach thereof.

6FO 031500
LPh5+FO 040500

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ATTEST:

THE CITY OF NEWARK

Robert P. Marasco
City Clerk

Sharpe James
Mayor

Approved as to Form
And Legality

Michelle Hollar-Gregory
Corporation Counsel

ATTEST:

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By:

Daniel Bergstein
Secretary

Robert E. Boyle
Executive Director

Approved as to Form:

Jeffrey S. Green
General Counsel

By:

Harry K. Barr
Senior Environmental
Law Counsel

6F0 031500
UPhsaFo 040500

STATE OF NEW JERSEY, COUNTY OF ESSEX ss.

I CERTIFY that on , 2000, ROBERT P. MARASCO, came before me and this person acknowledged under oath, to my satisfaction, that:

1) this person is the City Clerk of the City of Newark, the municipal corporation named in this Instrument;

2) this person is the attesting witness to the signing of this Instrument by the proper corporate officer who is the Mayor of the corporation;

3) this Instrument is signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Municipal Council;

4) this person knows the proper seal of the corporation which was affixed to this Instrument;

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

_____
Robert P. Marasco
City Clerk

Signed and sworn to before me
on , 2000

_____
(An Attorney at Law or Notary Public)

6F0 031500

6A 52F0 040000

STATE OF NEW YORK, COUNTY OF NEW YORK ss.

I CERTIFY that on , 2000, DANIEL BERGSTEIN, came before me and this person acknowledged under oath, to my satisfaction, that:

1) this person is the Secretary of the Port Authority of New York and New Jersey, the body corporate and politic named in this Instrument;

2) this person is the attesting witness to the signing of this Instrument by the proper corporate officer who is the Executive Director of the Port Authority;

3) this Instrument is signed and delivered by the Port Authority as its voluntary act duly authorized by a proper resolution of its Board of Commissioners;

4) this person knows the proper seal of the Port Authority which was affixed to this Instrument;

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

Daniel Bergstein
Secretary

Signed and sworn to before me
on , 2000

Harry K. Barr
(An Attorney at Law of New Jersey)

6F0 031500
UPhs4FO 040500

Record and Return to:
Harry K. Barr, Esq.
Law Department - Floor 66 North
The Port Authority of New York and New Jersey
One World Trade Center
New York, New York 10048

Portion of U.S. Routes 1-9
Vicinity of Block 5094,
Lot 1

THE CITY OF NEWARK

and

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

LEASE AGREEMENT
PURSUANT TO
EIGHTEENTH SUPPLEMENTAL AGREEMENT

with respect to

THE NEWARK MARINE AND AIR TERMINALS

DATED: _____, 2000

Prepared by:

_____
Harry K. Barr
An Attorney At Law
of New Jersey

6F0 031500
Copies #0 040300

LEASE AGREEMENT PURSUANT TO
EIGHTEENTH SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of the ____ day of _____, 2000 between the City of Newark, a municipal corporation, hereinafter the "City", and the Port Authority of New York and New Jersey, a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States of America, hereinafter the "Port Authority".

WHEREAS, the City and the Port Authority entered into the Eighteenth Supplemental Agreement with respect to the Newark Marine and Air Terminals hereafter the "Eighteenth Supplemental Agreement", dated _____ and recorded _____; which further supplemented and amended the Agreement with respect to the Newark Marine and Air Terminals, dated October 22, 1947 hereafter the "Original Agreement" and such Original Agreement as supplemented, amended and extended among other matters, leased certain "Demised Premises" to the Port Authority for the improvement, development, operation and maintenance of the Marine and Air Terminals by the Port Authority; and

WHEREAS, the Port Authority by Deed dated the date hereof and delivered simultaneously herewith is conveying to the City all of the Port Authority's right, title and interest to the property interests described therein; and

WHEREAS, the City and Port Authority wish to further effectuate provisions of the Eighteenth Supplemental Agreement by enlarging the Demised Premises and leasing to the Port Authority the permanent property interests described in Exhibit D to such Agreement.

NOW, THEREFORE, the City and the Port Authority hereby mutually undertake, promise and agree each for itself and its successors and assigns, that the Original Agreement as previously amended, supplemented and extended, shall be and it hereby is further amended and supplemented as follows:

1. Effective as of the date hereof, the Demises Premises are hereby enlarged in area by the addition thereof, and the City hereby leases to the Port Authority, under the terms of the Original Agreement, as supplemented, amended and extended, the permanent property interests described in Exhibit A hereto.

2. The change in area of the Demised Premises made by Lease Agreement pursuant to Eighteenth Supplemental Agreement is not intended to nor shall it be construed to modify the terms of the Original Agreement, as heretofore amended, supplemented and extended, with respect to rental payments or other payments or other obligations of the Port Authority or with respect to the obligations of the City.

3. Nothing herein contained shall be deemed or construed to be an

6FO 031500
GPASAFO 040500

undertaking or covenant for the benefit of any third party. Neither the Commissioners of the Port Authority nor officers, agents or employees of the City shall be charged personally by either party hereto with any liability or held personally liable under any of the terms or provisions of this Lease Agreement pursuant to the Eighteenth Supplemental Agreement or because of its execution or breach or attempted or alleged breach thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ATTEST:

THE CITY OF NEWARK

Robert P. Marasco
City Clerk

Sharpe James
Mayor

Approved as to Form
And Legality

Michelle Hollar-Gregory
Corporation Counsel

ATTEST:

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By:

Daniel Bergstein
Secretary

Robert E. Boyle
Executive Director

Approved as to Form:

Jeffrey S. Green
General Counsel

By:

Harry K. Barr
Senior Environmental
Law Counsel

LPAS4FO 040500

A PORTION OF THE

IN THE

EXHIBIT A TO LEASE AGREEMENT
PURSUANT TO EIGHTEENTH SUPPLEMENTAL AGREEMENT

Beginning at the point of intersection [illegible] with the [illegible] Assessment [illegible] belonging to the City of Newark, [illegible] as Newark International Datum having New Jersey Plane Coordinate System (NAD-83) Vali

John Zanetakos Associates, Inc.
ENGINEERS - PLANNERS - SURVEYORS
7 DOIG ROAD - SUITE #1
WAYNE, NEW JERSEY 07470-7430

ARTHUR E. HANSON, JR. P.E., P.P. & L.S.
BRUCE D. CALLAHAN, L.S. & P.P.

TEL. 973-696-2600
FAX. 973-696-1362

LAWRENCE BOZIK, P.E.
THOMAS NEUSCHAFER, L.S.
HARRY BACHMANN, L.S. & P.P.

6FO 031500
6PhS+FO 040500

February 17, 2000

Job No. 8438-8000B

DEED DESCRIPTION

A PORTION OF THE U.S. ROUTES 1 & 9 RIGHT OF WAY IN THE CITY OF NEWARK ESSEX COUNTY, NEW JERSEY

Deed description of a parcel of land being a portion of the U. S. Routes 1 & 9, right of way adjacent to Lot 1 in Block 5094, being known as Newark International Airport, in the City of Newark, Essex County, New Jersey.

Beginning at the point of intersection formed by the southerly line of U.S. Routes 1 & 9 with the westerly line of Lot 1 in Block 5094 as shown on the City of Newark Tax Assessment Map, belonging to the City of Newark and being known as Newark International Airport having New Jersey Plane Coordinate System (NAD-83) Values of N 208,184.851 meters E 177,811.563 meters (N 683,019.799 feet E 583,370.101 feet) and running; thence the following seven (7) courses along the boundary line of Lot 1 in Block 5094 (Tax Map)

1) S 02° 13' 00" W 41.144 meters (134.99 feet) to a point of curvature,

2) Southeasterly along a curve to the left having a radius of 15.239 meters (50.00 feet), an arc length of 23.937 meters (78.53 feet), a central angle of 90° 00' 00" and a chord which bears S 42° 47' 00" E 21.551 meters (70.70 feet) to a point on curve,

3) S 02° 13' 00" W 15.239 meters (50.00 feet) to a point,

4) N 87° 47' 00" W 108.194 meters (354.97 feet) to a point,

5) N 02° 13' 00" E 15.239 meters (50.00 feet) to a point on curve,

6) Northeasterly along a curve to the left having a radius of 30.477 meters (99.99 feet), an arc length of 47.874 meters (157.07 feet), a central angle of 90° 00' 00" and a chord which bears N 47° 13' 00" E 43.101 meters (141.41 feet) to a point of compound curvature,

6F0 031500
UPhS&FO 040500

7) Northwesterly along a curve to the left having a radius of 28.039 meters (91.99 feet), an arc length of 32.042 meters (105.12 feet), a central angle of 65° 28' 31" and a chord which bears N 30° 31' 15" W 30.327 meters (99.50 feet) to a point on curve in the southerly line of U.S. Routes 1 & 9; thence the following two (2) courses across and through U.S. Routes 1 & 9

8) N 87° 47' 24" E 5.133 meters (16.84 feet) to a point,

9) S 87° 47' 00" E 73.761 meters (242.00 feet) to a point in the westerly line of Lot 1 in Block 5094 (Tax Map), the point and place of beginning.

Containing 5,543.73 square meters (59,675 square feet) or 0.5544 hectares (1.370 acres).

The intent being to describe a portion of the U.S. Route 1 & 9 right of way in the City of Newark.

Subject to all easements, rights of way and agreements of record.

Subject to such statement of facts that an accurate title search may disclose.

Deed description refers to map entitled, "Boundary Survey of a Portion of U.S. Routes 1 & 9 Prepared For The Port Authority of New York and New Jersey," prepared by John Zanetakos Associates, Inc., dated: January 25, 2000, Job No. 8438-8000B.

6F0 031500
Gphs+fo 040508

STATE OF NEW JERSEY, COUNTY OF ESSEX ss.

I CERTIFY that on , 2000, ROBERT P. MARASCO, came before me and this person acknowledged under oath, to my satisfaction, that:

4. this person is the City Clerk of the City of Newark, the municipal corporation named in this Instrument;

5. this person is the attesting witness to the signing of this Instrument by the proper corporate officer who is the Mayor of the corporation;

6. this Instrument is signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Municipal Council;

7. this person knows the proper seal of the corporation which was affixed to this Instrument;

8. this person signed this proof to attest to the truth of these facts.

Robert P. Marasco
City Clerk

Signed and sworn to before me
on , 2000

(An Attorney at Law or Notary Public)

6F0 031500
LPHS+FO 040500

STATE OF NEW YORK, COUNTY OF NEW YORK ss.

Law Department - Floor 64 North Portion of U.S. Reports

I CERTIFY that on [illegible], 2000, DANIEL BERGSTEIN, came before me and this person acknowledged under oath, to my satisfaction, that:

1) this person is the Secretary of the Port Authority of New York and New Jersey, the body corporate and politic named in this Instrument;

2) this person is the attesting witness to the signing of this Instrument by the proper corporate officer who is the Executive Director of the Port Authority;

3) this Instrument is signed and delivered by the Port Authority as its voluntary act duly authorized by a proper resolution of its Board of Commissioners;

4) this person knows the proper seal of the Port Authority which was affixed to this Instrument;

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

THE [illegible] HARBOR AND [illegible]

Daniel Bergstein
Secretary

Signed and sworn to before me
on , 2000

Harry K. Barr
(An Attorney at Law of New Jersey)

6F0 031500
UPASLFO 040500

Record and Return to:
Harry K. Barr, Esq.
Law Department - Floor 66 North
The Port Authority of New York and New Jersey
One World Trade Center
New York, New York 10048

Portion of U.S. Routes 1-9-N
Newark

THE CITY OF NEWARK

and

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

LEASE AGREEMENT
PURSUANT TO
EIGHTEENTH SUPPLEMENTAL AGREEMENT

with respect to

THE NEWARK MARINE AND AIR TERMINALS

DATED: _____, 2000

Prepared by:

_____
Harry K. Barr
An Attorney At Law
of New Jersey

6F0 031500
LEPH52FU 040500

LEASE AGREEMENT PURSUANT TO
EIGHTEENTH SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of the ____ day of _____, 2000 between the City of Newark, a municipal corporation, hereinafter the "City", and the Port Authority of New York and New Jersey, a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States of America, hereinafter the "Port Authority".

WHEREAS, the City and the Port Authority entered into the Eighteenth Supplemental Agreement with respect to the Newark Marine and Air Terminals hereafter the "Eighteenth Supplemental Agreement", dated _____ and recorded _____; which further supplemented and amended the Agreement with respect to the Newark Marine and Air Terminals, dated October 22, 1947 hereafter the "Original Agreement" and such Original Agreement as supplemented, amended and extended among other matters, leased certain "Demised Premises" to the Port Authority for the improvement, development, operation and maintenance of the Marine and Air Terminals by the Port Authority; and

WHEREAS, the Port Authority by Deed dated the date hereof and delivered simultaneously herewith is conveying to the City all of the Port Authority's right, title and interest to the property interests described therein; and

WHEREAS, the City and Port Authority wish to further effectuate provisions of the Eighteenth Supplemental Agreement by enlarging the Demised Premises and leasing to the Port Authority the permanent property interests generally shown in Exhibit C as "Property from NJDOT (Newark)" to such Agreement.

NOW, THEREFORE, the City and the Port Authority hereby mutually undertake, promise and agree each for itself and its successors and assigns, that the Original Agreement as previously amended, supplemented and extended, shall be and it hereby is further amended and supplemented as follows:

1. Effective as of the date hereof, the Demises Premises are hereby enlarged in area by the addition thereof, and the City hereby leases to the Port Authority, under the terms of the Original Agreement, as supplemented, amended and extended, the permanent property interests generally shown in Exhibit A hereto "property from NJDOT (Newark)" to be more particularly described in metes and bounds based on a survey to be prepared by a licensed surveyor.

2. The change in area of the Demised Premises made by Lease Agreement pursuant to Eighteenth Supplemental Agreement is not intended to nor shall it be construed to modify the terms of the Original Agreement, as heretofore amended, supplemented and extended, with respect to rental payments or other payments or other obligations of the Port Authority or with respect to the obligations of the City.

6F0 031500
LPA SVFO 040500

3. Nothing herein contained shall be deemed or construed to be an undertaking or covenant for the benefit of any third party. Neither the Commissioners.
undertaking or covenant for the benefit of any third party. Neither the Commissioners of the Port Authority nor officers, agents or employees of the City shall be charged personally by either party hereto with any liability or held personally liable under any of the terms or provisions of this Lease Agreement pursuant to the Eighteenth Supplemental Agreement or because of its execution or breach or attempted or alleged breach thereof.

6F0 031500
LPHS&FO 040500

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ATTEST:

THE CITY OF NEWARK

Robert P. Marasco
City Clerk

Sharpe James
Mayor

Approved as to Form
And Legality

Michelle Hollar-Gregory
Corporation Counsel

ATTEST:

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By:

Daniel Bergstein
Secretary

Robert E. Boyle
Executive Director

Approved as to Form:

Jeffrey S. Green
General Counsel

By:

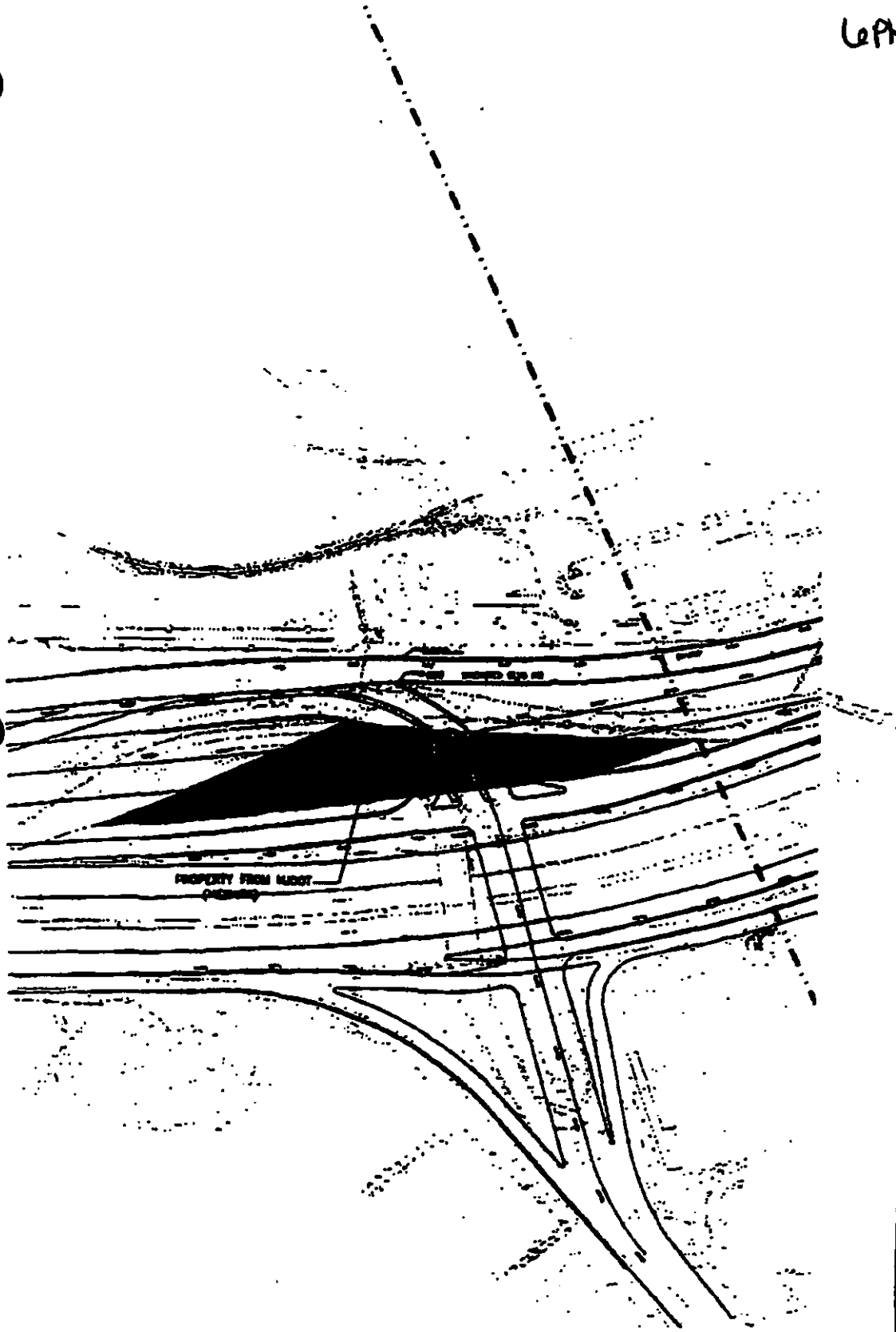
Harry K. Barr
Senior Environmental
Law Counsel

6FO 031500
Copies to 040300

EXHIBIT A TO LEASE AGREEMENT
PURSUANT TO EIGHTEENTH SUPPLEMENTAL AGREEMENT

[redacted]

6F0 031500
6PR5F0 040500



[redacted]

[redacted]

No. Date Revision — Approved

[redacted]

NEWARK INTERNATIONAL AIRPORT

CIVIL

Title

SOUTHERN ACCESS ROADWAY PROJECT PACKAGE NO. 1

PROPERTY ACQUISITION

EXHIBIT C

This drawing subject to conditions in Contract. All inventions, ideas, designs and distinct forms are reserved to Port Authority and may not be used nor disclosed in whole or in part.

Designed by Drawn by Checked by

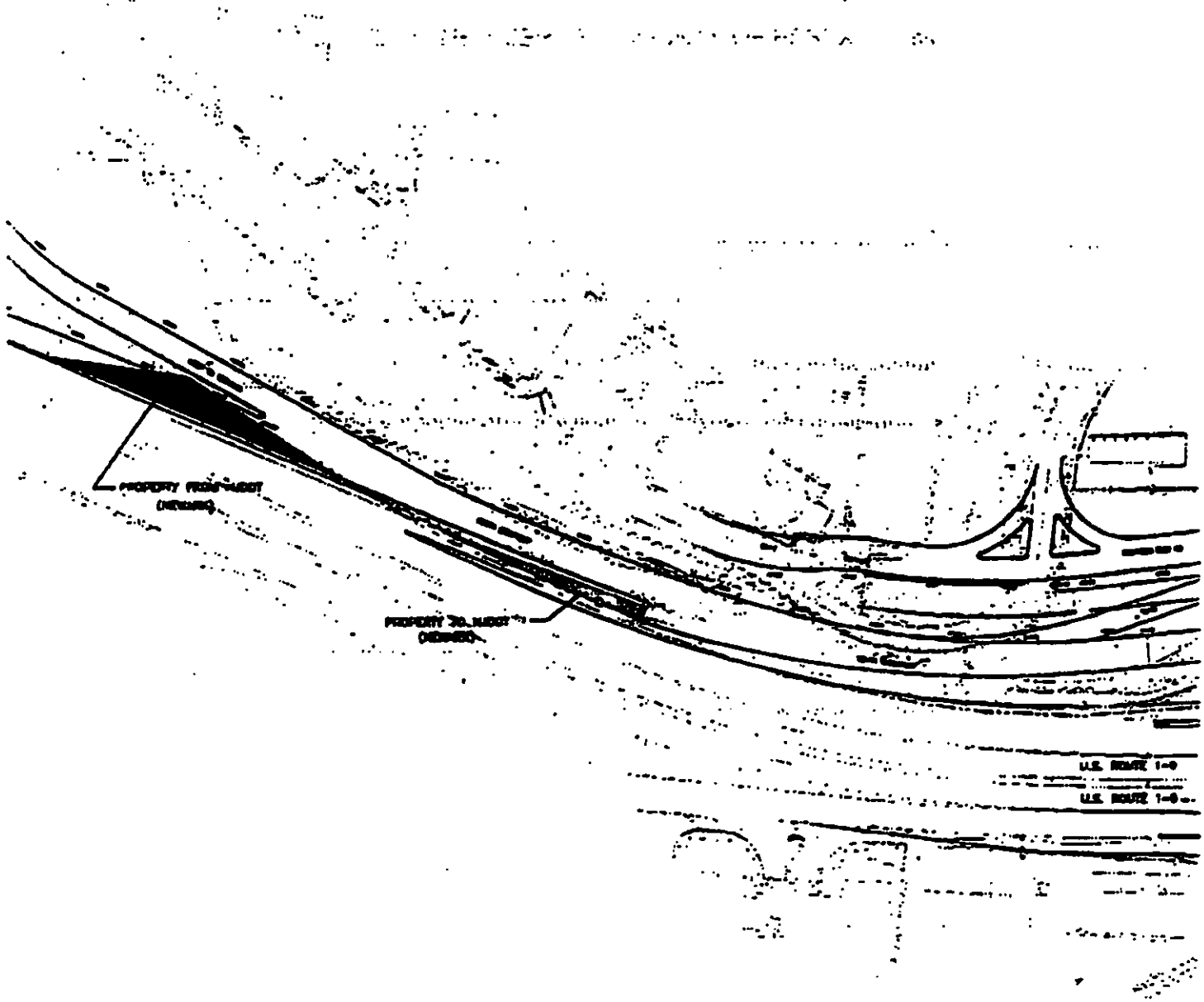
FEB. 18, 2000

Date

Contract Number Drawing Number

6F0 031500

LOPHSHFO 040000



6FO 031500

6PhS2FO 040300

STATE OF NEW JERSEY, COUNTY OF ESSEX ss.

I CERTIFY that on , 2000, ROBERT P. MARASCO, came before me and this person acknowledged under oath, to my satisfaction, that:

4. this person is the City Clerk of the City of Newark, the municipal corporation named in this Instrument;

5. this person is the attesting witness to the signing of this Instrument by the proper corporate officer who is the Mayor of the corporation;

6. this Instrument is signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Municipal Council;

7. this person knows the proper seal of the corporation which was affixed to this Instrument;

8. this person signed this proof to attest to the truth of these facts.

_____
Robert P. Marasco
City Clerk

Signed and sworn to before me
on , 2000

_____
(An Attorney at Law or Notary Public)

6FO 031500

Copies 2FO 040500

STATE OF NEW YORK, COUNTY OF NEW YORK ss.

I CERTIFY that on , 2000, DANIEL BERGSTEIN, came before me and this person acknowledged under oath, to my satisfaction, that:

1) this person is the Secretary of the Port Authority of New York and New Jersey, the body corporate and politic named in this Instrument;

2) this person is the attesting witness to the signing of this Instrument by the proper corporate officer who is the Executive Director of the Port Authority;

3) this Instrument is signed and delivered by the Port Authority as its voluntary act duly authorized by a proper resolution of its Board of Commissioners;

4) this person knows the proper seal of the Port Authority which was affixed to this Instrument;

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

Daniel Bergstein
Secretary

Signed and sworn to before me
on , 2000

Harry K. Barr
(An Attorney at Law of New Jersey)

6F0 031500
6A5VF0 040500

Record and Return to:
Harry K. Barr, Esq.
Law Department - Floor 66 North
The Port Authority of New York and New Jersey Lot 166, Block 5088
One World Trade Center
New York, New York 10048

THE CITY OF NEWARK

and

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

SURRENDER AGREEMENT
PURSUANT TO
EIGHTEENTH SUPPLEMENTAL AGREEMENT

with respect to

THE NEWARK MARINE AND AIR TERMINALS

DATED: _____, 2000

Prepared by:

_____
Harry K. Barr
An Attorney At Law
of New Jersey

6F0 031500
GPASUFO 040500

SURRENDER AGREEMENT

THIS AGREEMENT, dated as of the , between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, a body corporate and politic, created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States of America, having its principal office at 1 World Trade Center, New York City (the "Port Authority"), party of the first part, and THE CITY OF NEWARK, a municipal corporation of the State of New Jersey (the "City"), party of the second part,

WITNESSETH, That

WHEREAS, the Port Authority and the City are, respectively, tenant and landlord under a certain lease agreement between them entitled "Agreement With Respect To The Newark Marine And Air Terminals" bearing date October 27, 1947, as modified and supplemented by supplemental agreements between the same parties bearing dates March 11, 1948, July 27, 1949, August 30, 1949, September 21, 1949, May 27, 1953, September 8, 1955, October 5, 1956, April 21, 1958, December 14, 1966, June 30, 1970, February 5, 1975, April 1, 1974, May 16, 1975, June 14, 1984 and January 1, 1984, April 17, 1996 and March 26, 1998 respectively (the "Lease"), and

WHEREAS, the City desires to convey to the State of New Jersey, its successors and assigns, in fee simple free and clear of the Lease, subject to the Federal Aviation Administration's ("FAA") Obstruction Standards and a certain reservation to the FAA and Port Authority to install aids to air navigation, the lands and premises particularly described in Exhibit A hereto being the premises described in Exhibit B to the Eighteenth Supplemental Agreement with respect to the Newark Marine and Air Terminals between the Port Authority and the City hereto, which will be deeded from the City as Grantor to the State of New Jersey as Grantee, which deed will be dated the date hereof and delivered simultaneously herewith (the "Deed"), and

WHEREAS, the Port Authority being willing to execute and deliver, and the City being willing to accept, a surrender of the Lease as to the lands and premises described in Exhibit A hereto, upon the terms and conditions hereinafter set forth, so that the lands and premises described in the Deed may be conveyed to the State of New Jersey as aforesaid;

NOW, THEREFORE, in consideration of the payment made this date by the City to the Port Authority of the sum of TEN DOLLARS ($10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the Port Authority has given, granted and surrendered; and by these presents does give, grant and surrender unto the City, its successors and assigns, all the said lands and premises particularly described in Exhibit A attached hereto (insofar as said lands and premises have been included in and covered by the Lease), and all the estate, right, title, interest, term of years, property, claim and demand whatsoever of the Port Authority in, to or out of the

6FO 031500

LEPRSNFO 040500

said lands and premises particularly described in the Exhibit A hereto, subject to the FAA's Obstruction Standards and a certain reservation to the FAA and Port Authority to install aids to air navigation as set forth in Exhibit A hereto.

TO HAVE AND TO HOLD, the said lands and premises (particularly described in the Deed) to the City, its successors and assigns, to the only proper use, benefit and behoof of the City, its successors and assigns forever;

PROVIDED, HOWEVER, that nothing herein contained shall affect, or be deemed to affect the Lease with respect to any portion of the leased premises other than the portion or portions thereof included within and a part of the lands and premises particularly described in the Deed, and in all other respects all of the covenants and agreements of Landlord and Tenant contained in the Lease shall remain in full force and effect, and there shall be no reduction as a result of the delivery and acceptance of this Surrender Agreement in the rental provided for by the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this

6F0 031500
6PH5#F0 040500

Agreement as of the date first written above.

ATTEST:

THE CITY OF NEWARK

Robert P. Marasco
City Clerk

Sharpe James
Mayor

Approved as to Form
And Legality

Michelle Hollar-Gregory
Corporation Counsel

ATTEST:

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By:

Daniel Bergstein
Secretary

Robert E. Boyle
Executive Director

Approved as to Form:

Jeffrey S. Green
General Counsel

By:

Harry K. Barr
Senior Environmental
Law Counsel

6FO 031500
GPASFO 040500

EXHIBIT A TO SURRENDER AGREEMENT

LOT 166, BLOCK 5088

John Zanetakos Associates, Inc. 6F0 031500
ENGINEERS - PLANNERS - SURVEYORS
7 DOIG ROAD - SUITE #1
WAYNE, NEW JERSEY 07470-7430
6PhS4F0 040500

ARTHUR E. HANSON, JR. P.E., P.P. & L.S.
BRUCE D. CALLAHAN, L.S. & P.P.

LAWRENCE BOZIK, P.E.
THOMAS NEUSCHAFER, L.S.
HARRY BACHMANN, L.S. & P.P.

TEL. 973-696-2800
FAX. 973-696-1362

Revised: February 22, 2000
February 17, 2000

Job No. 8438-8000A

DEED DESCRIPTION

LOT 166 IN BLOCK 5088
IN THE
CITY OF NEWARK
ESSEX COUNTY, NEW JERSEY

Deed description of a parcel of land bounded by the northerly and southerly sides of Route U.S. 22 eastbound and the westerly side of Routes U.S. 1 and U.S. 9, in the City of Newark, Essex County, New Jersey.

Beginning at the point of intersection formed by the westerly line of Routes U.S. 1 & U.S. 9 with the northerly line of Route U.S. 22 eastbound having New Jersey Plane Coordinate System (NAD-83) Values of N 207,964.461 meters E 176,821.598 meters (N 682,296.736 feet E 580,122.192 feet) and running, thence the following thirteen (13) courses along the northerly and southerly lines of Route U.S. 22 eastbound,

1) N 51° 06' 13" W 116.180 meters (381.17 feet) to a point of curvature,

2) Northwesterly along a curve to the left having a radius of 3,062.357 meters (10047.08 feet), an arc length of 93.357 meters (306.29 feet), a central angle of 01° 44' 48" and a chord which bears N 51° 58' 37" W 93.354 meters (306.28 feet) to a point of compound curvature,

3) Northwesterly along a curve to the left having a radius of 1,233.720 meters (4,047.63 feet), an arc length of 30.848 meters (101.19 feet), a central angle of 01° 25' 57" and a chord which bears N 53° 34' 00" W 30.842 meters (101.19 feet) to a point of compound curvature,

4) Northwesterly along a curve to the left having a radius of 624.175 meters (2,047.81 feet), an arc length of 41.424 meters (135.91 feet), a central angle of 03° 48' 09" and a chord which bears N 56° 11' 03" W 41.417 meters (135.88 feet) to a point on curve,

5) Northeasterly along a curve to the right having a radius of 616.346 meters (2,022.23 feet), an arc length of 27.548 meters (90.38 feet), a central angle of

6F0 031500

02° 33' 39" and a chord which bears N 33° 55' 15" E 27.546 meters (90.37 feet) to a point on curve.

6PA5250 040500

5) N 82° 48' 14" E 42.615 meters (139.82 feet) to a point.

7) N 07° 11' 46" W 0.610 meters (2.00 feet) to a point,

8) N 82° 48' 14" E 95.697 meters (313.97 feet) to a point of curvature,

9) Easterly along a curve to the right having a radius of 222.484 meters (729.93 feet), an arc length of 50.429 meters (165.45 feet), a central angle of 12° 59' 13" and a chord which bears N 89° 17' 50" E 50.321 meters (165.10 feet) to a point of compound curvature,

10) Easterly along a curve to the right having a radius of 146.291 meters (479.96 feet), an arc length of 21.495 meters (70.52 feet), a central angle of 08° 25' 08" and a chord which bears S 79° 59' 59" E 21.477 meters (70.46 feet) to a point on curve,

11) Southeasterly along a curve to the right having a radius of 91.014 meters (298.60 feet), an arc length of 58.500 meters (191.19 feet), a central angle of 36° 41' 07" and a chord which bears S 60° 31' 52" E 57.284 meters (187.94) to a point of tangency,

12) S 42° 11' 18" E 18.976 meters (62.26 feet) to a point of curvature,

13) Southerly along a curve to the right having a radius of 35.049 meters (114.99 feet), an arc length of 27.405 meters (89.91 feet), a central angle of 44° 47' 59" and a chord which bears S 19° 47' 19" E 26.712 meters (87.64 feet) to a point on curve in the westerly line of Routes U.S. 1 & U.S. 9; thence

14) S 27° 00' 53" W 159.528 meters (523.39 feet) along the westerly line of Routes U.S. 1 & U.S. 9 to its intersection with the northerly line of Route U.S. 22 eastbound, the point and place of beginning.

Containing 34,652.51 square meters (373,001 square feet) or 3.4653 hectares (8.563 acres).

The intent being to describe Lot 166 in Block 5088 as shown on the City of Newark Tax Assessment Map.

Subject to all easements, rights of way and agreements of record.

Subject to such statement of facts that an accurate title search may disclose.

6F0 031500
LoPS #0 040300

Subject to the Federal Aviation Administration's Obstruction Standards.

Reserving the right to the Federal Aviation Administration and The Port Authority of New York and New Jersey to install aids to air navigation, with the written approval of the New Jersey Department of Transportation (N.J.D.O.T.), which approval will not be unreasonably withheld or delayed, provided such installation will not interfere with N.J.D.O.T.'S existing or future highway construction.

Deed description refers to map entitled, "Boundary Survey of Lot 166 in Block 5088 Prepared For The Port Authority of New York and New Jersey," prepared by John Zanetakos Associates, Inc., dated: January 10, 2000, Job No. 8438-8000A.

6F0 031500
LOPASATO 040500

STATE OF NEW JERSEY, COUNTY OF ESSEX ss.

I CERTIFY that on , 2000, ROBERT P. MARASCO, came before me and this person acknowledged under oath, to my satisfaction, that:

1) this person is the City Clerk of the City of Newark, the municipal corporation named in this Instrument;

2) this person is the attesting witness to the signing of this Instrument by the proper corporate officer who is the Mayor of the corporation;

3) this Instrument is signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Municipal Council;

4) this person knows the proper seal of the corporation which was affixed to this Instrument;

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

_____
Robert P. Marasco
City Clerk

Signed and sworn to before me
on , 2000

_____
(An Attorney at Law or Notary Public)

6F0 031500
6PA&NJ 040500

STATE OF NEW YORK, COUNTY OF NEW YORK ss.

I CERTIFY that on , 2000, DANIEL BERGSTEIN, came before me and this person acknowledged under oath, to my satisfaction, that:

1) this person is the Secretary of the Port Authority of New York and New Jersey, the body corporate and politic named in this Instrument;

2) this person is the attesting witness to the signing of this Instrument by the proper corporate officer who is the Executive Director of the Port Authority;

3) this Instrument is signed and delivered by the Port Authority as its voluntary act duly authorized by a proper resolution of its Board of Commissioners;

4) this person knows the proper seal of the Port Authority which was affixed to this Instrument;

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

Daniel Bergstein
Secretary

Signed and sworn to before me
on , 2000

Harry K. Barr
(An Attorney at Law of New Jersey)

FORM 2-6,000 20 lb. Bond

7RCI (AS) 101602

Resolution of the City of Newark, N.J.

NO. 7RCI

Date of Adoption OCT 16 2002

Resolution authoring Mayor of City of Newark to execute the Nineteenth Supplemental Agreement with Port Authority of New York and New Jersey, establishing a separate agreement for improvement, development, operation and maintenance of the Newark Marine Terminal, which includes inter alia, an extension of lease term through 2065 and increases rent payment, subject to approval by Corporation Counsel as to form, on behalf of City of Newark.

D-727034

Approved as to Form and Legality on Basis of Facts Set Forth

Corporation Counsel

Factual contents certified by

Title

Council Member _____ presents the following Resolution:

WHEREAS, under date of October 22, 1947, the City of Newark, a municipal corporation of the State of New Jersey (hereinafter known as the City) and the Port Authority of New York and New Jersey, (hereinafter known as the Port Authority) entered into an agreement for the improvement, development, operation and maintenance of the Newark Marine and Air Terminals and for the lease of the said Marine and Air Terminals by the CITY as Lessor to the PORT AUTHORITY as Lessee (hereinafter called the "ORIGINAL AGREEMENT") said agreement being authorized by resolutions duly adopted by the Municipal Council of the CITY and the Board of Commissioners of the PORT AUTHORITY; and

WHEREAS, the CITY and the PORT AUTHORITY have determined that there shall be separate leases for the Air and Marine Terminals with separate terms and conditions including the base rental payable to the City; and

WHEREAS, the ORIGINAL AGREEMENT shall be amended in accordance with the Nineteenth Supplemental Agreement to the ORIGINAL AGREEMENT, a copy of which is attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF NEWARK, NEW JERSEY THAT:

1. The Mayor of the CITY OF NEWARK be and is hereby authorized to execute the Nineteenth Supplemental Agreement in the form attached hereto, subject to approval by the Corporation Counsel as to form thereof, on behalf of the CITY OF NEWARK.

2. All officers, agents and employees of the CITY OF NEWARK are authorized and directed to take any and all actions necessary for the faithful performance by the CITY OF NEWARK of its obligation under the aforesaid Nineteenth Supplemental Agreement.

3. An executed copy of the annexed Agreement shall be filed with the office of the City Clerk by the Business Administrator.

Instr# 727034 Carole A. Graves
Recorded/Filed RL 1 Essex County Register
02/05/2003 14:13:3 Bk 5947 Pg 126 #Pgs 11 NE

Consideration:	0.00	R
County:	0.00	
State:	0.00	
N.P.R.F.:	0.00	
Realty Tax:	0.00	
Fees:	75.00	

FORM 1-5,000 20 lb. Bond

7RCI(AS) 101602

-2-

OCT 16 2002

STATEMENT

This legislation authorizes the Mayor to execute the Nineteenth Supplemental Agreement with the PORT AUTHORITY of NEW YORK and NEW JERSEY establishing a separate agreement for improvement, development, operation and maintenance of the NEWARK MARINE TERMINAL [which includes inter alia, extension of the lease through 2065 and increases the rent payment] and for the lease of the said MARINE TERMINAL.

CERTIFIED TO BY ME THIS
22nd. DAY OF OCTOBER, 2002

Do not use space below this line

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

Council Member	AYE	NAY	NV	AB	Council Member	AYE	NAY	NV	AB	Council Member	AYE	NAY	NV	AB
AMADOR	✓				CORCHADO	✓				TUCKER		✓		
BELL	✓				CHANEYFIELD JENKINS	✓				WALKER		✓		
BRIDGEFORTH	✓				QUINTANA	✓				BRADLEY, Pres.	✓			

✓ Indicates Vote AB - Absent NV - Not Voting

Adopted at a meeting of the Municipal Council of the City of Newark, N.J., OCT 16 2002

Donald Bradley
President of the Council

Robert C. Marasco
City Clerk

7RCI(AS)10160

NINETEENTH SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of the first day of January 2002 between THE CITY OF NEWARK, a municipal corporation of the State of New Jersey, hereinafter called the **"City"**, and THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of Congress of the United States of America, hereinafter called the **"Port Authority"**,

WITNESSETH:

WHEREAS, under date of October 22, 1947, the City and the Port Authority entered into an Agreement with respect to the Newark Marine and Air Terminals (the **"Original Agreement"**), providing for the improvement, development, operation and maintenance of the Marine and Air Terminals by the Port Authority at the premises demised thereunder, as described in Section 2 of the Original Agreement and shown on the map attached to the Original Agreement as Exhibit A, as heretofore amended; and

WHEREAS, under dates of March 11, 1948, July 27, 1949, August 30, 1949, September 21, 1949, May 27, 1953, September 8, 1955, October 5, 1956, April 21, 1958, December 14, 1966, June 30, 1970, February 5, 1975, April 1, 1974, May 16, 1975, June 14, 1984, January 1, 1984, April 17, 1996, March 26, 1998 and January 1, 2002, the City and the Port Authority have duly amended, supplemented and extended the Original Agreement (as so amended, supplemented and extended, the **"Lease"**); and

WHEREAS, the City and the Port Authority desire further to amend the Lease, as more particularly set forth below.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual agreements hereinafter contained, the City and the Port Authority hereby agree as follows:

1. Marine Terminal Rent.

The Lease is hereby amended by the addition of a new Section 5B, as follows:

"5B. MARINE TERMINAL RENT

(a) Definitions.

"Marine Terminal Additional Rent" shall have the meaning provided in paragraph (e) below.

"Marine Terminal Annual Gross Revenue" shall mean all revenues derived by the Port Authority arising out of the operation of the Marine Terminal, excluding federal grants and any monies received as a result of any federal statute, regulation or policy, such as amounts received for seaport security and dredging where such statute, regulation or policy restricts the use of such monies to purposes benefiting the Marine Terminal and similar facilities, and also excluding any payments received reflecting repayment of principal and interest on "underlying mortgage bonds", as such term is used in the Consolidated Bond Resolution adopted by the Port Authority on October 9, 1952 (Special Project Bonds), but not excluding any other amounts collected by the Port Authority in connection with such underlying mortgage bonds, such as fees and charges. Notwithstanding the foregoing, except for such payments received reflecting principal and interest on such "underlying mortgage bonds", any amounts derived by the Port Authority arising out of the operation of the Marine Terminal which have been reported as gross revenues of the Marine Terminal in the Annual Net Revenue Statement provided to the City by the Port Authority in prior years, will continue to be reported as Marine Terminal Annual Gross Revenue in future years.

"Marine Terminal Base Rent" shall have the meaning provided in paragraph (b) below.

"Five-Year Period" shall mean each of the following periods of Years: 2002-2006, 2007-2011, 2012-2016, 2017-2021, 2022-2026, 2027-2031, 2032-2036, 2037-2041, 2042-2046, 2047-2051, 2052-2056, 2057-2061 and 2062-2065.

"Marine Terminal Fixed Base Rent" shall mean an amount equal to:

(i) with respect to Years 2003 through 2006, Five Million Dollars and No Cents ($5,000,000.00),

(ii) with respect to the Five-Year Period comprising Years 2007 through 2011, (x) Five Million Dollars and No Cents ($5,000,000.00) or (y) an amount equal to ten percent (10%) of the average Marine Terminal Annual Gross Revenue for the preceding Five-Year Period, whichever is greater, and

(iii) with respect to each Five-Year Period thereafter, (x) the Marine Terminal Fixed Base Rent for the preceding

Five-Year Period or (y) an amount equal to ten percent (10%) of the average Marine Terminal Annual Gross Revenue for the preceding Five-Year Period, whichever is greater.

"Term" shall mean the period commencing at 12:01 a.m. on January 1, 2002 and ending at 11:59 p.m. on December 31, 2065.

"Year" shall mean each calendar year during the Term.

(b) Base Rent.

The Port Authority shall pay to the City for the Marine Terminal, for each Year of the Term, the following annual rent (**"Marine Terminal Base Rent"**):

(1) For Year 2002, Marine Terminal Base Rent shall be Ten Million Dollars and No Cents ($10,000,000.00).

(2) For each Year thereafter, Marine Terminal Base Rent shall be an amount equal to (x) Marine Terminal Fixed Base Rent or (y) eight percent (8%) of the Marine Terminal Annual Gross Revenue for such Year, whichever is greater.

(c) Annual Statements. By March 31 of each Year, commencing March 31, 2003, the Port Authority shall deliver to the City a statement (an **"Annual Statement"**) setting forth the following information:

(1) the Marine Terminal Annual Gross Revenue received in the preceding Year, and

(2) an itemized statement of Marine Terminal Annual Gross Revenue by source for such preceding Year, together with a schedule of any items excludable or deductible under the Lease,

(3) such additional information as the City may reasonably request, including listings of lease and other agreements producing Marine Terminal Gross Revenue, and

(4) in the Annual Statement immediately following the end of each Five-Year Period, commencing March 31, 2007, the average of the Marine Terminal Annual Gross Revenues received in the preceding Five-Year Period; this Annual Statement shall also state, in accordance with the definition of "Marine Terminal Fixed Base Rent" set forth above, the amount that is the new Marine Terminal Fixed Base Rent for the Five-Year Period beginning in the Year in which the Annual Statement is delivered.

(d) Payment of Marine Terminal Base Rent.

(1) For Year 2002, Marine Terminal Base Rent shall be paid (x) within five (5) business days of the execution of this Agreement or (y) at the City's election, on March 31, 2003 with interest from January 1, 2003 until the date of payment, subject in either case to a credit for any amounts already paid that are allocable to Year 2002 Marine Terminal Base Rent.

(2) For each Year thereafter, subject to paragraph (d)(3) below, Marine Terminal Base Rent shall be paid as follows:

(i) Subject to adjustment in accordance with the following paragraph (d)(2)(ii), Marine Terminal Base Rent shall be paid in equal monthly installments, each in an amount equal to one-twelfth of the Marine Terminal Fixed Base Rent applicable to such Year, on the fifteenth (15th) day of January and on the fifteenth (15th) day of each succeeding calendar month of such Year.

(ii) If the amount that is eight percent (8%) of the Marine Terminal Annual Gross Revenue for such Year, as set forth in the Annual Statement delivered following such Year, exceeds the Marine Terminal Fixed Base Rent applicable to such Year, then the Port Authority shall pay to the City the amount of such excess, with interest on such excess from the January 1 immediately preceding such Annual Statement until the date of payment of such excess.

(3) Notwithstanding the foregoing paragraph (d)(2), with respect to the first Year of each Five-Year Period commencing on or after January 1, 2007, the first three monthly installments of Marine Terminal Base Rent shall each be in an amount equal to the amount of each monthly installment of Marine Terminal Base Rent paid in the immediately preceding Year; upon delivery of the Annual Statement identifying the new Marine Terminal Fixed Base Rent for such Five-Year Period, the Port Authority shall pay to the City the excess, if any, of the amount of three installments of such new Marine Terminal Fixed Base Rent over the amount of the three monthly installments actually paid, with interest on such excess relating to each such installment, from the due

date of such installment until the date of payment of such excess.

(e) Additional Rent.

(1) In addition to Marine Terminal Base Rent, the Port Authority shall pay, as additional rent for the Marine Terminal (**"Marine Terminal Additional Rent"**), (x) the annual amount of Twelve Million Five Hundred Thousand Dollars and No Cents ($12,500,000.00) for Years 2002 through 2036, or, at the City's election, (y) a lump sum single payment in the amount of One Hundred Sixty-Five Million Dollars and No Cents ($165,000,000.00).

(2) Marine Terminal Additional Rent shall be paid to a governmental agency agreed to by the Port Authority and the City which is authorized to issue bonds to capitalize such payments for projects in the City of Newark.

(3) Marine Terminal Additional Rent shall be paid (x) if paid annually pursuant to paragraph (e)(1)(x) above,

(i) for Year 2002, within five (5) business days of the execution of this Agreement, and

(ii) for Years 2003 through 2036, in equal monthly installments, each in the amount of One Million Forty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($1,041,666.67), on the fifteenth (15th) day of each calendar month in such Years,

and (y) if paid in a lump sum single payment pursuant to paragraph (e)(1)(y) above, within five (5) business days of the execution of this Agreement."

2. Seaport Administrator.

The City will designate a Seaport Administrator, who shall be an employee of the City, who will meet with the Manager of the Marine Terminal at least quarterly to be advised of progress in implementing the Capital Plan for Port Newark and overall operational and financial issues at the Marine Terminal. The Seaport Administrator will also work closely with Port Authority Port Commerce Department staff to: oversee Port Authority compliance with Lease terms; review and comment on the Marine Terminal's management plan and operating and capital budgets; monitor agreed-upon

performance standards; review detailed financial information on revenues, operating expenses and capital expenditures for the Marine Terminal; and participate with the Port Authority in meetings with civic and community-based business groups, community boards and the like.

3. Effect of Amendments.

Except as hereby amended, all of the terms, covenants, provisions, conditions and agreements of the Lease shall be and remain in full force and effect.

4. Remedies.

In the event of a claim or dispute under the Lease or this Agreement, each party reserves the right to avail itself of any and all legal and equitable remedies.

5. Entire Agreement. This Agreement, together with the Lease (to which it is supplementary), constitutes the entire agreement between the Port Authority and the City on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the City. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing in the Lease or this Agreement.

6. No Third Party Beneficiary, No Personal Liability. Nothing herein contained shall be deemed or construed to be an undertaking or covenant for the benefit of any third party. No Commissioner, elected official, officer, agent or employee of the Port Authority or the City shall be charged personally by either party hereto with any liability or held personally liable under any of the terms or provisions of this Agreement or because of its execution, or because of any breach or attempted or alleged breach hereof.

7RCI(AS)101602

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Nineteenth Supplemental Agreement as of the date first written above.

THE CITY OF NEWARK

ATTEST:

CITY OF NEWARK 11/13/02
ROBERT P. MARASCO, CITY CLERK

SHARPE JAMES
MAYOR

APPROVED AS TO FORM AND LEGALITY

JOANNE WATSON
CORPORATION COUNSEL

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

ATTEST:

SECRETARY

MICHAEL R. DECOTIIS
DEPUTY EXECUTIVE DIRECTOR

APPROVED AS TO FORM

JEFFREY S. GREEN
GENERAL COUNSEL

STATE OF NEW JERSEY)

: ss.:

COUNTY OF ESSEX)

On the 1 day of November 2002, before me, the undersigned, a Notary Public in and for said state, personally appeared SHARPE JAMES, Mayor of THE CITY OF NEWARK, 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.

Katrina O. Assoumou

Notary Public

KATRINA O. ASSOUMOU
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 21, 2003

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On the 30th day of October 2002, before me, the undersigned, a Notary Public in and for said state, personally appeared MICHAEL R. DECOTIIS, Deputy Executive Director of THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, 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.

Notary Public

JOHN JODY LEE
Notary Public, State of New York
No. 02LE4821762
Qualified in Queens County
Commission Expires On April 30, 2006

TWENTIETH SUPPLEMENTAL AGREEMENT

THIS AGREEMENT is made as of the 1st day of January 2006 between THE CITY OF NEWARK, a municipal corporation of the State of New Jersey (the "**City**"), and THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of Congress of the United States of America (the "**Port Authority**").

RECITALS

1. Under date of October 22, 1947, the City and the Port Authority entered into an Agreement with respect to the Newark Marine and Air Terminals (the "**Original Agreement**"), providing for the improvement, development, operation and maintenance of the Marine and Air Terminals by the Port Authority at the premises demised thereunder, as described in Section 2 of the Original Agreement and shown on the map attached to the Original Agreement as Exhibit A, as heretofore amended.

2. Under dates of March 11, 1948, July 27, 1949, August 30, 1949, September 21, 1949, May 27, 1953, September 8, 1955, October 5, 1956, April 21, 1958, December 14, 1966, June 30, 1970, February 5, 1975, April 1, 1974, May 16, 1975, June 14, 1984, January 1, 1984, April 17, 1996, March 26, 1998, October 2, 2000 and January 1, 2002, the City and the Port Authority have duly amended, supplemented and extended the Original Agreement (as so amended, supplemented and extended, the "**Lease**").

3. The City and the Port Authority desire further to amend the Lease, as more particularly set forth below.

TERMS OF AGREEMENT

For and in consideration of the foregoing and the mutual agreements hereinafter contained, the City and the Port Authority hereby agree as follows:

1. Amendment of Lease.

The Lease is hereby amended by the addition of a new Section 5C, as follows:

"5C. MFN PAYMENTS

The Port Authority shall make payments, or incur expenditures at Port Authority facilities, aggregating Four Hundred Fifty Million Dollars ($450 million), as follows:

(a) MFN Rent. In addition to all other rent payable hereunder, the Port Authority shall pay to the City MFN Rent in the total amount of $400 million as follows:

(1) One Hundred Forty-Five Million Dollars ($145 million) on January 17, 2006;

(2) Fifty-Five Million Dollars ($55 million) on June 30, 2006; and

(3) Forty Million Dollars ($40 million) on December 30 in each of the five years, 2006 through 2010.

(b) MFN Capital Investments. The Port Authority shall make $10 million of capital investments at Newark Liberty International Airport and/or Port Newark in each of the five years 2006-2010, which capital investments shall be from among the capital projects listed in Schedule A hereto, which are presently in the Port Authority's capital plan. The Port Authority will confer with the City with respect to the aforementioned Port Authority capital projects at Newark Liberty International Airport and Port Newark that are in the Port Authority's capital plan and, upon request made in writing to the Chief Financial Officer of the Port Authority, the Port Authority shall provide the City with a certification attesting to the annual capital expenditures at Newark Liberty International Airport and Port Newark for each of the years 2006 through 2010."

2. Effect of Amendments.

Except as hereby amended, all of the terms, covenants, provisions, conditions and agreements of the Lease shall be and remain in full force and effect.

3. Remedies.

In the event of a claim or dispute under the Lease or this Agreement, each party reserves the right to avail itself of any and all legal and equitable remedies.

4. Entire Agreement. This Agreement, together with the Lease (to which it is supplementary), constitutes the entire agreement between the Port Authority and the City on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the City. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing in the Lease or this Agreement.

5. No Third Party Beneficiary, No Personal Liability. Nothing herein contained shall be deemed or construed to be an undertaking or covenant for the benefit of any third party. No Commissioner, elected official, officer, agent or employee of the Port Authority or the City shall be charged personally by either party hereto with any liability or held personally liable under any of the terms or provisions of this Agreement or because of its execution, or because of any breach or attempted or alleged breach hereof.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Twentieth Supplemental Agreement as

of the date first written above.

THE CITY OF NEWARK

ATTEST:

(name)
(title) 1/19/06

Sharpe James
Mayor

APPROVED AS TO FORM:

Joanne Watson
CORPORATION COUNSEL

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

ATTEST:

Secretary

Kenneth J. Ringler, Jr.
Executive Director

APPROVED AS TO FORM:

Darrell Buchbinder
GENERAL COUNSEL

of the date first written above.

THE CITY OF NEWARK

ATTEST:

(name)
(title)

Sharpe James
Mayor

APPROVED AS TO FORM:

Joanne Watson
CORPORATION COUNSEL

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

ATTEST:

Secretary

Kenneth J. Ringler, Jr.
Executive Director

APPROVED AS TO FORM:

Darrell Buchbinder
GENERAL COUNSEL

STATE OF NEW JERSEY)

: ss.

COUNTY OF ESSEX)

On the 19th day of January 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared SHARPE JAMES, Mayor of THE CITY OF NEWARK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s), acted, executed the instrument.

Notary Public

PAMELA ROBINSON
Notary Public Of New Jersey
My Commission Expires 4/17/2008

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On the 19th day of January 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared Kenneth J. Ringler, Jr., Executive Director of THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s), acted, executed the instrument.

Jay Adlai Selcov

Notary Public

JAY ADLAI SELCOV
Notary Public, State of New York
No. 02SE4692682
Qualified in New York County
Commission Expires on May 13, 2006

Agreement with respect to the
Newark Marine and Air Terminals

(TWENTIETH SUPPLEMENTAL AGREEMENT)

SCHEDULE A

Terminal B

The EWR Terminal B program will address targeted improvement areas in the terminal and will provide the facilities necessary to accommodate the forecasted growth in air passengers, with a corresponding enhanced level of service. The reconfiguration of the terminal will provide an enhanced ticketing area for domestic passengers, better configured passenger screening points, improved baggage and baggage claim handling, and spare capacity for terminal frontages. When complete, the upper level will be devoted to international departures, the mid-level will handle domestic departures and the new lower level will be converted to handle domestic arrivals.

Corbin Street Intermodal Facility Phase 1A

This project provides 17,000 linear feet of new and upgraded rail support track in the Corbin St rail yard, to increase the port's capacity to move containers through the Port Newark and Elizabeth container terminals by rail (rather than truck).

ExpressRail/Corbin Street Intermodal Facility Phase 1B

This project provides an additional 36,000 linear feet of new and upgraded rail support track in the Corbin Street rail yard to further increase the rail capacity of the container terminals in Newark and Elizabeth. Moreover, the project includes the creation of five "long (8,000 - 10,000 ft) tracks" to enable the concurrent processing of two containerized cargo trains (i.e., one each by Norfolk Southern and CSX).