

THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY
BOOK 3228 PAGE 737

This Indenture,

Made the 10th day of July in the year
One Thousand Nine Hundred and Seventy-Two

Between WILLIAM A. KAUFMANN AND EDWIN S. RUBIN, as co-

Administrators, C.T.A. v a p e r
of the Last Will and Testament of ROSE C. PIZZINO, Deceased

of the City of New Jersey late
Hudson and State of New Jersey part less of the first part;
And VINCENT ROMANO AND DOLORES ROMANO, his wife
residing at 134 Cleveland Avenue, in the Borough
of Hasbrouck Heights, County of Bergen and State
of New Jersey, them in hand paid by the said part less of the second part

Witnesseth, That the said parties of the first part, by virtue of the power and authority to
them given in and by Order entered on Feb. 4, 1971, in the Superior Court ***
TEN THOUSAND DOLLARS

of New Jersey, Chancery Division Hudson County Docket # P-12-70 and sign-
by the Honorable John F. Lynch, Judge of the Superior Court of New Jersey
lawful money of the United States of America, to them in hand paid by the said part less of the
second part, at, or before the sealing and delivery of these presents, the receipt whereof is hereby ac-
knowledgeed, have granted, bargained, sold and conveyed, and by these presents do grant, bar-
gain, sell and convey unto the said part less of the second part, and to their heirs, adminis-
trators, and assigns forever, All
that certain

tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in
the Township of Brick in the County of Ocean
and State of New Jersey.

BEGINNING at a point on the southerly line of Midvale Avenue which point is
distant 100 feet from the corner formed by the intersection of said southerly
line of Midvale Avenue and the westerly line of Central Avenue; and running
thence (1) south 13 degrees 53 minutes west 100 feet to a point; thence

(2) North 76 degrees 5 minutes west 80 feet to a point; thence

(3) North 13 degrees 55 minutes East 25 feet to a point; thence

(4) north 76 degrees 5 minutes west 5 feet to a point; thence

(5) north 13 degrees 55 minutes east 75 feet to a point on said
southerly line of Midvale Avenue; and thence

(6) along said southerly line of Midvale Avenue south 76 degrees 5
minutes east 85 feet to the point and place of beginning.

Being known as part of Lot # 14 and all of lot 15 and number 16, 17 and 18
in Block number 20 on Map entitled "Sub-Division C (annex) Cedarwood Park,
Ocean County, New Jersey surveyed by Herbert Brudge, August 22, 1929 and filed
in the Ocean County Clerk's Office April 7th, 1942 as Map B-315.

Said premises being commonly known as 977 Midvale Avenue, Brick Township,
Ocean County, New Jersey.

This conveyance is subject to such state of facts as an accurate survey may
disclose, zoning ordinances, easements, and restrictions of record, if any.

Being the same premises conveyed to Antonio Pizzino and Rose Pizzino, his wife, by deed from Joseph W. Keefe and Alice Keefe, his wife, which deed was dated July 27, 1962 and recorded August 2, 1962 in Deed Book 2237 at page 486, Ocean County Clerk's Office.

The said Antonio Pizzino died on February 13th, 1970 leaving him surviving his wife, Rose Pizzino and she in turn died on October 28, 1970. William A. Kaufmann and Edwin S. Rubin, were appointed as co-administrators of the Estate of Rose Pizzino by order entered in the Superior Court of New Jersey Chancery Division, Hudson County, Docket# P-12-70; which order was dated February 4, 1971 and signed by the Honorable John F. Lynch. Subsequently thereafter Clerk of the Superior Court in Trenton, New Jersey under date of March 16, 1971 issued letters of administration C.T.A. to William A. Kaufmann and Edwin S. Rubin.

ing. or
and pr

proper
first pa
thereof
describ
heir:

said pa
and as
procure
appurte

hand

signed
in ff

year
Fr

8-23-58

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

And Also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said part y of the first part, and of the said Testator, of, in, and to the above described premises, and every part and parcel thereof, with the appurtenances. To Have and to Hold, all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part. their heirs, administrators, and assigns forever.

And the said party of the first part do es hereby covenant, promise and agree to and with the said part y of the second part their heirs, administrators and assigns that they have not, as such executor as aforesaid, done or caused, suffered or procured to be done, any act, matter or thing, whereby the said premises or any part thereof, with the appurtenances are or may be charged or encumbered in estate, title or otherwise.

In Witness Whereof, the said part y of the first part, has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered
in the presence of

Frances M. Klimkeit
Frances M. Klimkeit

[Signature] L.S.
WILLIAM A. KAUFMANN - Co-Administrator
C. T. A. of the Estate of Rose C.
Pizzino, Deceased

[Signature] L.S.
EDWIN S. RUBIN - Co-Administrator
C. T. A. of the Estate of Rose C.
Pizzino, Deceased

The within deed prepared by Edwin S. Rubin, An Attorney At
Law of the State of New Jersey,

STATE OF NEW JERSEY.
COUNTY OF HUDSON

BE IT REMEMBERED, that on this 10th day of July 19 72 before me, the subscriber, a Notary Public of New Jersey personally appeared WILLIAM A. KAUFMANN AND EDWIN S. RUBIN, as Co-administrators

C.T.A. under the Last Will and Testament of ROSE C. PIZZINO, deceased, who, I am satisfied, are the grantor mentioned in the within Deed, and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed.

The full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1(c), is \$ 10,000.00

Frances M. Klimke
Frances M. Klimke
Notary Public of N. J.

Indexed

Micro-filmed

Photostated

Deed

WILLIAM A. KAUFMANN AND
EDWIN S. RUBIN, AS CO-ADMIN-
ISTRATORS C. T. A. OF THE
ESTATE OF ROSE C. PIZZINO,
TO
VINCENT ROMANO AND DOLORES
ROMANO, his wife

Dated, July 10, 1972

Sketches in the
Office of
the County of
A.D.,
the day of
19, at
and Recorded in Book
of DEEDS
for said County, on page

RECORD FOR AND RETURN TO:

Law Offices of
MILLER & GIORDANO,
#117 Washington Street,
Hoboken, N.J. 07030

029718

RECORDED
OCEAN COUNTY CLERK'S
OFFICE
72 JUL 31 PM 12 13

BOOK 3228 PAGE 737
OF 25000
CLEAN
Edward K. Rubin

007-25500-190

This Deed, made the 27 day of July 1972

Between KAPPA CONSTRUCTION CORP.

a corporation existing under and by virtue of the laws of the State of New Jersey
having its principal office at 1 Lessing Court West Orange in the County of
in the Town of Essex and State of New Jersey herein designated as the Grantor,

And EUGENE S. TOBIAS, and MARY ANN TOBIAS, his wife,

about to reside at 1451 Clifton Avenue
residing or located at
in the Township of Lakewood
Ocean and State of New Jersey herein designated as the Grantees;

Witnesseth, that the Grantor, for and in consideration of TWENTY NINE THOUSAND
NINE HUNDRED and 00/100-----\$29,900.00-----DOLLARS.

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

all that tract or parcel of land and premises, situate, lying and being in the
County of Ocean Township of Lakewood
and State of New Jersey, more particularly described as follows:
BEGINNING at a point marking the intersection of the southerly line of
Hudson Street (a 50 foot right-of-way) with the easterly line of
Clifton Avenue (a 50 foot right-of-way), and running
(1) along the southerly line of Hudson Street South 88 degrees 30
minutes East a distance of 79.00 feet to a point; thence
(2) at right angles to the first course South 01 degree 30 minutes West
a distance of 112.50 feet to a point; thence
(3) parallel to the first course North 88 degrees 30 minutes West a
distance of 79.00 feet to a point in the easterly line of Clifton
Avenue; thence
(4) along the easterly line of Clifton Avenue North 01 degree 30 minutes
East a distance of 112.50 feet to the place of BEGINNING.

THIS description is in accordance with a survey made by Stanley B. Peters,
P.E. & L.S. dated Oct. 8, 1971, rev. Dec. 6, 1971, rev. May 18, 1972.

BEING also known on the Township of Lakewood tax map Sheet 35, Block
108, Parcel 1A, and further known as 1451 Clifton Avenue.

BEING the same premises conveyed to the grantor herein by deed from
Abraham Weinstein, widower, dated October 12, 1971 and recorded October
21, 1971 in the Ocean County Clerk's Office in Book 3163 of Deeds for
said County at page 263.

SUBJECT to easements and restrictions of record, if any, such facts as
an accurate survey may disclose and to all municipal, state and federal
ordinances, statutes and regulations.

COUNTY OF OCEAN	SD
CONSIDERATION	\$29,900.00
REALTY TRANSFER FEE	30
DATE	7-31-72 BY E.S.

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

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

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

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

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

ATTEST:

KAPPA CONSTRUCTION CORP.

Eli J. Kowaloff Secretary

By *Eli J. Kowaloff*
Minna Kowaloff President

State of New Jersey, County of Essex } ss: Be it Remembered,
that on July 27, 1972, before me, the subscriber,
an attorney at law of New Jersey
personally appeared

Eli J. Kowaloff
who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that
he is the Secretary of Kappa Construction Corp.,
the Corporation named in the within Instrument;

that Minna Kowaloff, is the
President of said Corporation; that the execution, as well as the making of this Instrument, has
been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that
deponent well knows the corporate seal of said Corporation; and that the seal affixed to said
Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and
delivered by said

President as and for the voluntary act and deed of said Corporation,
in presence of deponent, who thereupon subscribed his name thereto as attesting witness;
and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced
by the within deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1(c), is \$29,900.00

Sworn to and subscribed before me,
the date aforesaid.

William R. Miller
William R. Miller, Attorney at Law
of New Jersey

Eli J. Kowaloff
Eli J. Kowaloff

Prepared by: William R. Miller, Esquire

029719

RECORDED

This Indenture,

NO. 2682 JAN 13

Made the
One Thousand Nine Hundred and Sixty-seven
day of May
in the year of our Lord

Between

ALICE D. MYERS and HAROLD D. MYERS, her husband

residing at 42 Park Street
in the Town of Bloomfield
of Essex and State of New Jersey
in the County
of the first part;

And

WILLIAM J. DURKIN and ANN I. DURKIN, his wife

residing at 1 Laurie Drive

in the Town of Hackettstown
of Essex and State of New Jersey
in the County
of the second part;

Witnesseth, that the said party of the first part, for and in consideration of

One (\$1.00) Dollar

lawful money of the United States of America, and other good and valuable

consideration to them in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid, he has given, granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents do give, grant, bargain, sell, alien, release, convey and confirm unto the said party of the second part, and to their heirs and assigns, forever,

All of the following

tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Township of Brick

in the County of Ocean

and State of New Jersey,

also known and designated as:

Lots Numbers 16, 17 and 18, Block No. 19 in Sub-division C (annex)

as laid down on a certain map entitled Cedarwood Park, and filed in the Office of the Clerk of the County of Ocean, at Toms River, New Jersey.

Being the same premises conveyed to Alice D. Myers and Harold D.

Myers, her husband, by Mary McGreevy, single (also known as Mary

McGreevy), by deed dated March 17, 1961, and recorded March 24, 1961,

in the Ocean County Clerk's Office in Book 2132 of deeds for said

County at page 33.

BOOK 2682 PAGE 114

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

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

To have and to hold, all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, their heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, and assigns forever:

their heirs

In Witness Whereof, the said party of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered
in the Presence of

ALICE D. MYERS

(L.S.)

HAROLD D. MYERS

(L.S.)

Henry F. Albion

No documentary stamps required (Contribution for them \$100.00)

State of New Jersey.

County of ESSEX

We it Remembered, that on this

the subscriber,

An Attorney-at-Law of New Jersey

personally appeared

Alice D. Myers and Harold D. Myers, her husband

day of MAY

1967, before me,

who, I am satisfied, are the persons named in and who executed the within instrument, and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed.

Henry F. Albion

HENRY F. ALBINSON

An Attorney-at-Law of New Jersey

2682-115

9/2/67

LIA OFFICES
ALBINSON & WELLS
35 LOCKWANA PLACE
BLOOMFIELD, New Jersey

Dated, Day 4, 1967

WILLIAM J. DUKKIN and ANN I.
DUKKIN, his wife

TO

ALICE D. REARD and HAROLD D.
REARD, her husband

Reard.
9233

2682-133
RECORDED
CLERK

SEP 9 AM 9 51

RECORDED
CLERK
OFFICE

BOOK 2682 PAGE 116

This Indenture, Made the 27th day of April
in the Year of Our Lord One Thousand Nine Hundred and Sixty-seven

Between ARTHUR F. WOLF and CHARLOTTE J. WOLF, his wife, of
the City of Salinas in the County of Monterey and State of
California,

of the first part,
of the second part,

And the State of New Jersey

c/o New Jersey Department of Transportation, 1035 Parkway Avenue, Trenton, New Jersey

Witnesseth that the said party of the first part, in consideration of the sum of one
dollar, lawful money of the United States of America, to them in hand paid at or before the
executing and delivery of these presents by the said party of the second part, the receipt
whereof is hereby acknowledged, and other valuable consideration, have granted, bargained,
sold, aliened, remised, released, conveyed and confirmed, and by these presents do grant,
bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part
and unto its successors and assigns forever.

All those certain lots, tracts or parcels of land and premises, situate, lying and
being in the Township of Jackson
in the County of Ocean
and State of New Jersey, and more particu-
larly described as follows:

Parcels 23A and 23B, as indicated on a map entitled: "New Jersey
State Highway Department, GENERAL PROPERTY PARCEL MAP, ROUTE 37
FREEMAN SECTION 4, Monmouth Road (Co. Rt. 537) To Garden State Thruway,
Showing Existing Right Of Way And Parcels To Be Acquired In The
Township of Jackson, County Of Ocean, Scale: As Indicated,
April 1966";

Parcel 23A, including specifically all the land and premises
located at about Station 1052+00 (Base Line Stationing), bounded on
the northeast by the proposed right of way line of Route 37 Freeway
Section 4, as laid down on the aforesaid map; on the southeast by
lands now or formerly of Edmund Thompson; on the southwest by the
proposed right of way line of Route 37 Freeway Section 4, as laid down
on the aforesaid map; and on the northwest by lands now or formerly
of Anthony Dragan and Pauline Dragan; all as shown on the aforesaid
map; Containing about 3.857 Acres;

Parcel 23 B, including specifically all the land and premises
located at about Station 1052+00 (Base Line Stationing), bounded on
the northeast by the proposed line of an access road, as laid down
on the aforesaid map; on the southeast by lands now or formerly of
Edmund Thompson; on the southwest by the proposed right of way line
of Route 37 Freeway Section 4, as laid down on the aforesaid map; and
on the northwest by lands now or formerly of Anthony Dragan and
Pauline Dragan; all as shown on the aforesaid map; Containing about
0.643 Acres;

TOGETHER WITH the owner's right of direct access to and from
the Freeway; EXCEPT THAT the owner shall have the right of direct
access to and from the Access Road;

All as shown on the aforesaid map.

BOOK 2682 PAGE 117

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and every part and parcel thereof.

And also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part of, in and to the above described premises and every part and parcel thereof with the appurtenances.

To have and to hold, all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, its successors and assigns forever, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

And the said party of the first part, for themselves and their heirs, executors, and administrators ~~HEREINAFTER~~ and assigns do hereby covenant that the title to said premises is vested in fee simple absolute in the said party of the first part; that they have the right and authority to convey the said premises to the said party of the second part; that the party of the second part shall have peaceable and quiet possession of the said premises free from all encumbrances, that the same are now free and clear of all encumbrances whatsoever; that the party of the first part will execute such further assurances and conveyances of the said land as may be reasonably required; and that the party of the first part will warrant and defend the premises hereby conveyed against all persons lawfully claiming the same.

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

Arthur F. Wolf
ARTHUR F. WOLF (LS)

Charlotte J. Wolf
CHARLOTTE J. WOLF (LS)

Signed, sealed and delivered
in the presence of

James D. Vane

JAMES D. VANE, NOTARY PUBLIC
COUNTY OF SAN FRANCISCO, MONTEREY COUNTY
My Commission Expires April 28, 1978
1000 MAIN ST. - SALINAS, CALIFORNIA

2682 not 118

STATE OF California } ss.
County of Monterey

BE IT REMEMBERED that on this 27th day of April, A.D. Nineteen Hundred and Sixty-seven before me, the subscriber, JAMES D. WOLF, NOTARY PUBLIC, STATE OF CALIF., personally appeared ARTHUR F. WOLF and CHARLOTTE J. WOLF, his wife, who I am satisfied are the grantor & mentioned in and who executed the within indenture, and to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed.

James D. Wolf
JAMES D. WOLF, Notary Public
STATE OF CALIF. PRIN. OFFICE MONTEREY COUNTY
MY COMMISSION EXPIRES APRIL 28, 1970
1007 S. MAIN ST. - SALINAS, CALIF. 94586

Warranty Deed, made the 14TH day of MARCH

in the year One Thousand Nine Hundred and SIXTY-FOUR

Between ORLANDO SABELLA AND EDNA SABELLA, HIS WIFE,
RESIDING AT: #42 DUER PLACE, IN THE TOWN OF WEENAUKEE,
COUNTY OF HUDSON, AND STATE OF NEW JERSEY,

party of the first part, hereinafter known as the grantor:

And JOSEPH MC FADDEN AND BARBARA MC FADDEN, HIS WIFE,
RESIDING AT: #148 HUTTON STREET, IN THE CITY OF JERSEY CITY,
COUNTY OF HUDSON AND STATE OF NEW JERSEY,

party of the second part, hereinafter known as the grantees:

Witnesseth, That in consideration of THE SUM OF ONE (\$1.00) DOLLAR
AND OTHER GOOD AND VALUABLE CONSIDERATION.

the said grantor does grant, bargain, sell and convey, unto the said grantees

ALL THOSE CERTAIN LOTS,
of land and premises, hereinafter particularly described, situate, lying and being in the
TOWNSHIP of BRICK in the County of OCEAN
AS: and State of New Jersey. AND KNOWN AND DESIGNATED
THEIR HEIRS ... and assigns, forever,
tract or parcel

LOTS NUMBERED 18-19-20-21 AND 22, INCLUSIVE,
BLOCK # 7
IN SUB-DIVISION C,

AS LAID DOWN ON A CERTAIN MAP ENTITLED "CEDARWOOD PARK" AND FILED
IN THE OCEAN COUNTY CLERK'S OFFICE AT TOMS RIVER, NEW JERSEY.

BEING THE SAME PREMISE AS CONVEYED TO THE GRANTORS HEREIN BY
VIRTUE OF A CERTAIN DEED OF RICHARD RYERSON AND BORGHILD RYERSON,
HIS WIFE, DATED AUGUST 1953 AND RECORDED IN THE OFFICE OF
THE CLERK OF THE COUNTY OF OCEAN AT TOMS RIVER, NEW JERSEY ON
SEPTEMBER 2, 1953 IN BOOK 1507 OF DEEDS, PAGE 470.

SUBJECT TO EXISTING CONDITIONS, COVENANTS AND RESTRICTIONS OF
RECORD, IF ANY.

The H&H and to H&H said premises with the appurtenances, unto the said grantees
THEIR HEIRS and assigns, forever.

And the said grantor does covenant:

1. That the title to said premises is vested in fee simple absolute in the said grantor.
2. That grantor has the right and authority to convey the said premises to the said grantees.
3. That the grantees shall have peaceable and quiet possession of the said premises free from all encumbrances.
4. That the same are now free and clear of all encumbrances whatsoever, except
- NO EXCEPTIONS
5. That the grantor will execute such further assurances and conveyances of the said land as may be reasonably required.
6. That the grantor will WARRANT and DEFEND the premises hereby conveyed against all persons lawfully claiming the same.

In Witness Whereof, THE SAID PARTY OF THE FIRST PART HAVE HEREUNTO
SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

Signed Sealed and Delivered

in the presence of

Orlando Sabella
ORLANDO SABELLA,

Edna Sabella
EDNA SABELLA,

Attest:

Rockwell J. Franklin
ROCKWELL J. FRANKLIN,

State of New Jersey,

County of OCEAN

Do it Reminded, that on this 14TH day of MARCH, before me in the year of our Lord One Thousand Nine Hundred and SIXTY-FOUR, the subscriber, A NOTARY PUBLIC OF THE STATE OF NEW JERSEY personally appeared ORLANDO SABELLA AND EDNA SABELLA, HIS WIFE,

who, I am satisfied, ARE the GRANTORS mentioned in the within instrument and thereupon THEY acknowledged that THEY signed, sealed and delivered the same as THEIR VOLUNTARY act and deed, for the uses and purposes therein expressed.



Rockwell J. Franklin
ROCKWELL J. FRANKLIN
NOTARY PUBLIC OF N. J.
My Commission Expires June 27, 65

County of State of New Jersey,

County of

Be it Remembered, that on this day of 1964, before me, the year of our Lord, One thousand nine hundred and the subscriber, personally appeared

who, being by me duly sworn on oath, doth depose and make proof to my satisfaction, that is the of the

the named in the within instrument; that is the President of said corporation; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the board of Directors of the said corporation, that deponent well knows the corporate seal of said corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said President, as and for voluntary act and deed and as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed name thereto as witness.

Sworn to and subscribed before me, at the date aforesaid.

Notary

ORLANDO SABELLA ET UX.,

TO

JOSEPH MC FADDEN ET UX.,

DATED MARCH 14TH 1964.

RECORDED
COMMERCIAL
OFFICE

MAR 16 1964

23/5-253
JENN
JENN

Wt. for the deponent
Wt. deponent of
City, N.J.

Photostated
Micro-filmed
Indexed
Abstracted

ACR-CTC

BOOK 2375 PAGE 255

2375 - 250

A G R E E M E N T

THIS AGREEMENT made this *13th* day of *January*, one

thousand nineteen hundred and sixty-four, Between DOVER SEWERAGE AUTHORITY, a body corporate of the State of New Jersey, having its principal office and place of business at 118 Horner Street, Toms River, New Jersey, hereinafter called either the Party of the First Part or the Authority, And TOMS RIVER SHOPPING CENTER, a corporation of the State of New Jersey, having its principal office and place of business at Toms River, New Jersey, and hereinafter called the Party of the Second Part or the Center, In Consideration of the premises and of ONE DOLLAR (\$1.00) paid by each of the parties to the other, the receipt of which is hereby acknowledged, do mutually agree as follows:

1. The Party of the Second Part is the owner of lands and premises known as Lot 22, Block 537, as shown upon the Dover Township Tax Map, and which property is situate in Dover Township, Ocean County, New Jersey.

2. The Party of the Second Part herein is presently constructing and erecting or having constructed and erected a building on said Lot 22, Block 537 for W. T. Grant Company, a tenant of said Center, which lot and premises are situate on the southerly side of State Highway Route #37 in said Township.

3. The parties to this agreement realize that the building referred to above should ultimately be connected to and use facilities of the Dover Sewerage Authority for the disposal of sanitary affluent from the said proposed new building and premises in question.

4. The Party of the Second Part herein has made application to the Party of the First Part herein for permission to

now erect, construct and install a septic tank system for the use of said proposed new building now under construction and for said premises known as Lot 22, Block 537 for a temporary period of eighteen months from January 9, 1964 with the understanding and agreement made by Toms River Shopping Center to Dover Sewerage Authority that if the latter grants permission to the former to install and use a septic tank system for said proposed new building and premises from and after January 9, 1964 for a period of the next succeeding eighteen months, it, the Toms River Shopping Center and its successors in interest, will within said period of eighteen months make arrangements to and actually connect the said proposed new building and the said premises known as Lot 22, Block 537 to the sanitary sewer lines and facilities of said Authority and pay the necessary fees for the said connection and the use of said facilities thereafter.

5. Upon the execution of this agreement by the parties hereto, the said Center shall be and is hereby given authority to install a proper septic tank system for the proposed new building and upon said Lot 22.

6. It will be noted that this agreement does not specifically set forth how or where the party of the second part shall connect to the sanitary sewer system of the party of the first part at or before the expiration of said eighteen-month period. This omission is intentional, since it is intended that the Party of the Second Part herein may make or have made, with the approval of the Party of the First Part, a proper connection with the Authority's sanitary sewer system at any feasible point where the said sanitary sewer system of the authority is then in operation.

7. This agreement shall be executed in duplicate by the proper officers of the respective parties hereto and either copy of said agreement shall be considered of equal import. The

2375-194.256

A G R E E M E N T

THIS AGREEMENT made this *13th* day of *January*, one thousand nineteen hundred and sixty-four, Between DOVER SEWERAGE AUTHORITY, a body corporate of the State of New Jersey, having its principal office and place of business at 118 Horner Street, Toms River, New Jersey, hereinafter called either the Party of the First Part or the Authority, And TOMS RIVER SHOPPING CENTER, a corporation of the State of New Jersey, having its principal office and place of business at Toms River, New Jersey, and hereinafter called the Party of the Second Part or the Center, In Consideration of the premises and of ONE DOLLAR (\$1.00) paid by each of the parties to the other, the receipt of which is hereby acknowledged, do mutually agree as follows:

1. The Party of the Second Part is the owner of lands and premises known as Lot 22, Block 537, as shown upon the Dover Township Tax Map, and which property is situate in Dover Township, Ocean County, New Jersey.
2. The Party of the Second Part herein is presently constructing and erecting or having constructed and erected a building on said Lot 22, Block 537 for W. T. Grant Company, a tenant of said Center, which lot and premises are situate on the southerly side of State Highway Route #37 in said Township.
3. The parties to this agreement realize that the building referred to above should ultimately be connected to and use the facilities of the Dover Sewerage Authority for the disposal of sanitary affluent from the said proposed new building and premises in question.
4. The Party of the Second Part herein has made application to the Party of the First Part herein for permission to