PREPARED BY AND RECORD AND RETURN TO:

John P. Michalski, Esq. Faegre Drinker Biddle & Reath LLP 600 Campus Drive Florham Park, New Jersey 07932

CONFIRMATION OF EASEMENT

THIS CONFIRMATION OF EASEMENT (this "Agreement") is dated as of _______, 202_, by PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a corporation of the State of New Jersey, having its principal office at 80 Park Plaza, in the City of Newark, County of Essex, and State of New Jersey 07102 ("PSE&G"), and 30 CROSS BOGOTA URBAN RENEWAL, LLC, and 30 CROSS RP URBAN RENEWAL, LLC, each being a limited liability company formed under the laws of the State of New Jersey with offices c/o The Hampshire Companies, 22 Maple Avenue, Morristown, New Jersey 07960 (collectively "Hampshire").

WITNESSETH:

WHEREAS, PSE&G is the owner of certain property known and designated as Block 113, Lot 6 on the Borough of Bogota (the "Borough") tax map and more particularly described on Exhibit A annexed hereto, by virtue of being a successor, by merger, to The Gas and Electric Company of Bergen County (the "PSE&G Lot");

WHEREAS, the PSE&G Lot is subject to certain right of ways and easements as set forth in that certain Deed from The Gas and Electric Company of Bergen County (predecessor in title to the PSE&G Lot by virtue of a merger with PSE&G pursuant to an Agreement of Merger filed with the New Jersey State Treasurer on November 17, 1938), as grantor, and The Bergen Ice Company ("Bergen Ice"), as grantee, dated October 11, 1901, recorded in the Bergen County Clerk's office in Deed Book 535, Page 332 (the "Existing Access Easement");

WHEREAS, the Existing Access Easement gives Bergen Ice, its successors and assigns, and "its and their servants and the tenants and occupants from time to time" of the premises conveyed to Bergen Ice by the Existing Access Easement, "and any other person or persons for its and their benefit and advantage," in common with PSE&G, the right to "at all times freely to pass and repass on foot or with animals, vehicles loads or otherwise" over certain portions of the PSE&G Lot, including without limitation, the portion depicted as the "First Stated Pedestrian and Vehicular Access Easement in DB 535 PG 332" on Exhibit B annexed hereto (the "Existing Easement Area");

WHEREAS, a portion of the Existing Easement Area is improved with a portion of a road called Industrial Avenue, which runs from the Bergen Turnpike in the Village of Ridgefield Park to the existing crossing, adjacent to the PSE&G Lot, of the rail lines owned by the New York Susquehanna & Western Railway (situated on Block 156, Lot 1 on the Borough tax map) at Cross Street in the Borough;

WHEREAS, 30 Cross Bogota Urban Renewal, LLC, is the owner of a certain parcel adjacent to the PSE&G Lot designated as Block 113, Lot 7 (including former lots 7, 7.01, 7.02, 7.03) and Lot 8 (including former lots 8, 8.01 and 8.02) on the Borough tax map as more particularly described on **Exhibit C-1** annexed hereto (the "Hampshire Bogota Lot");

WHEREAS, 30 Cross RP Urban Renewal, LLC, is the owner of a certain parcel adjacent to the Hampshire Bogota Lot designated as Block 152.01, Lot 1 (including former Lot 1.01) and Lot 2 on the Village of Ridgefield Park (the "Village") tax map as more particularly described on Exhibit C-2 annexed hereto (the "Hampshire Ridgefield Park Lot", and collectively with the Hampshire Bogota Lot, the "Hampshire Lots");

WHEREAS, Hampshire is the successor in title to the property conveyed to Bergen Ice by the Existing Easement Agreement and is a beneficiary of the Existing Easement Agreement;

WHEREAS, a portion of Industrial Avenue traverses the Hampshire Lots, and said portion of Industrial Avenue together with the portion of Industrial Avenue in the Existing Easement Area, has historically provided access to the Hampshire Lots; and

WHEREAS, in connection with Hampshire's redevelopment of the Hampshire Lots, Hampshire desires to make certain improvements to Industrial Avenue, including the portion of Industrial Avenue that traverses the Existing Easement Area, and PSE&G has agreed to confirm that the Existing Access Easement benefits the Hampshire Lots and consent to such improvements to Industrial Avenue in the Existing Easement Area, all in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants set forth herein, and intending to be legally bound, PSE&G and Hampshire hereby agree as follows:

1. <u>Confirmation of Easement</u>. PSE&G hereby confirms that the Existing Access Easement is in full force and effect and benefits the Hampshire Lots.

2. <u>Installation and Maintenance</u>:

(a) <u>Hampshire's Installation Rights</u>. PSE&G hereby confirms that, in accordance with Hampshire's right, as holder of the Existing Access Easement, to improve and maintain the Existing Easement Area pursuant to the Existing Access Easement and applicable law, Hampshire shall be permitted to install the recessed curbing, driveway apron and sidewalk across the Existing Easement Area that is shown on <u>Exhibit D</u> annexed hereto, as may be modified to include other related driveway entrance and access improvements, including those that are required by any governmental or quasi-governmental authority having jurisdiction over the development of the Hampshire Lots; provided, however, that such modifications shall not restrict access to the PSE&G Lot or interfere with any utility lines on the PSE&G Lot. Hampshire shall have the sole responsibility for obtaining all permits and approvals from any governmental authorities in connection with any construction, maintenance, or other activity permitted hereunder (the "<u>Work</u>"). Upon the completion of any Work within the Existing Easement Area, the Existing Easement Area

shall be restored to substantially the same condition in which it was prior to the commencement of such Work, subject to any improvement permitted to be installed therein. Hampshire confirms that Hampshire shall construct, inspect, maintain, repair, and replace (collectively, to "Maintain"), or cause to be Maintained, the improvements constructed by Hampshire within the Existing Easement Area, including the roadway and related improvements within the Existing Easement Area.

- (b) <u>Insurance</u>. The owner of the Hampshire Lots shall obtain, and shall keep in full force and effect, commercial general liability insurance, with an insurer that is authorized to do business in the State of New Jersey, against claims for bodily injury, personal injury, death or property damage arising from the use of the Existing Easement Area by Hampshire, in an amount per occurrence of not less than \$1,000,000.00 combined single limit for any bodily injury, personal injury, death or property damage.
- 3. Rights Reserved. Hampshire hereby confirms that PSE&G shall have the right to utilize the Existing Easement Area for any purpose that does not unreasonably interfere with Hampshire's easement rights under the Existing Access Easement. Hampshire further confirms that PSE&G's installation of utility lines underneath the surface of the Existing Easement Area in conformance with any applicable legal requirements shall not be deemed to be an unreasonable interference with the easement rights granted hereunder.
- **4.** Rights Run with the Land. PSE&G and Hampshire hereby confirm that the terms, covenants and conditions of the Existing Access Easement and this Agreement shall run with fee title to the PSE&G Lot and the Hampshire Lots.
- 5. Miscellaneous. If any provision of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby. No party shall be deemed to have waived the exercise of any right or remedy existing hereunder unless such waiver is made expressly and in writing, and no delay or omission by any party in exercising such right or remedy shall be deemed to constitute a waiver with respect to other instances involving the exercise of such right or remedy or with respect to other such rights or remedies. The paragraph headings are for convenience and reference only and shall not limit or otherwise affect the meaning hereof. This Agreement may be modified only by a recorded document executed by the owner of each property identified herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a New Jersey corporation

By: PSEG Services Corporation, its agent

Manager – Corporate Real Estate Transactions

30 CROSS BOGOTA URBAN RENEWAL, LLC, a

Delaware limited liability company

By:

30 Cross Street Investors, LLC, its sole

member

Hampshire NNJ Industrial Company, By:

LLC, its Manager

By:

The Hampshire Companies, LLC, its Managing Member

By:

Mark S. Rosen

Executive Vice President

30 CROSS RP URBAN RENEWAL, LLC, a

Delaware limited liability company

By:

30 Cross Street Investors, LLC, its sole

member

Hampshire NNJ Industrial Company

LLC, its Manager

By:

The Hampshire Companies,

LLC Lits Managing Member

Mark S. Rosen

Executive Vice President

ACKNOWLEDGEMENT

STATE OF NEW JERSEY)
: SS.
: SS. COUNTY OF ESSEX)
St DECEMBER
BE IT REMEMBERED, that on this day of November, 2021, Roger J. Trudeau
personally came before me and stated to my satisfaction that such person (a) was the maker of the
attached instrument, (b) was authorized to and did execute the attached instrument as Manager
Corporate Real Estate Transactions of PSEG Services Corporation, agent of Public Service Electric
and Gas Company, the entity named therein, and (c) executed the attached instrument as the act of
the entity named therein.
Sheuta De
Notary Public
My Commission Expires:

SHERITA L. JOHNSON NOTARY PUBLIC STATE OF NEW JERSEY My Commission Expires October 26, 2025 STATE OF NEW JERSEY)
: SS.
COUNTY OF (Mom's)

BE IT REMEMBERED, that on this 2 day of November, 2021, Mark S. Rosen personally appeared before me, and acknowledged under oath, to my satisfaction, that this person is the Executive Vice President of The Hampshire Companies, LLC, the Managing Member of Hampshire NNJ Industrial Company, LLC, the Manager of 30 Cross Street Investors, LLC, the sole member of 30 Cross Bogota Urban Renewal, LLC and 30 Cross RP Urban Renewal, LLC, entities named in the attached document, and that this person had full authority to execute the attached document on behalf of such entities, and that this person executed the attached document as the duly authorized and voluntary act and deed of such entities.

Notary Public

My Commission Expires:

CAROLINE L. MURRAY NOTARY PUBLIC OF NEW JERSEY Commission # 50160821 My Commission Expires 05/21/2028

EXHIBIT A

(Description of Block 113, Lot 6)



30 Independence Blvd Suite 100 Warren, NJ 07059 Tel: 908.668.0099 cpasurvey.com

November 23, 2021 01-120120-06

LEGAL DESCRIPTION

LOT 6, BLOCK 113 BOROUGH OF BOGOTA, BERGEN COUNTY STATE OF NEW JERSEY

BEGINNING AT A POINT IN THE WESTERLY LINE OF THE LANDS OF NEW YORK SUSQUEHANNA AND WESTERN RAILROAD KNOWN AS TAX LOT 1, BLOCK 156, WHERE IT IS INTERSECTED BY THE NORTHERLY LINE OF LOT 7, BLOCK 113, AND RUNNING THENCE;

- 1. ALONG THE NORTHERLY LINE OF LOT 7, BLOCK 133, NORTH 66 DEGREES 02 MINUTES 40 SECONDS WEST, A DISTANCE OF 104.20 FEET TO A POINT IN THE SAME, THENCE;
- 2. ALONG SAID NORTHERLY LINE OF LOT 7 AND THE NORTHERLY LINE OF LOT 7.01, BLOCK 113, NORTH 83 DEGREES 42 MINUTES 40 SECONDS WEST, A DISTANCE OF 175 FEET MORE OR LESS TO THE FORMER MEANHIGH WATER LINE OF THE HACKENSACK RIVER BEING THE EASTERLY LINE OF THE RIPARIAN GRANT RECORDED IN DEED BOOK D-1, PAGE 95, THENCE;
- 3. ALONG SAID RIPARIAN GRANT, NORTHWESTERLY, A DISTANCE OF 85 FEET MORE OR LESS TO A POINT IN THE NORTHERLY LINE OF LOT 6, BLOCK 113, THENCE;
- 4. ALONG SAID NORTHERLY LINE OF LOT 6, SOUTH 67 DEGREES 07 MINUTES 40 SECONDS EAST, A DISTANCE OF 273.22 FEET TO A POINT IN THE WESTERLY LINE OF LOT 1, BLOCK 156, THENCE;
- 5. ALONG THE WESTERLY LINE OF LOT 1, ALONG A CURVE TO THE LEFT, NOT TANGENT TO THE PREVIOUS COURSE, HAVING A RADIUS OF 2944.43 FEET, A CENTRAL ANGLE OF 00 DEGREES 48 MINUTES 53 SECONDS, AN ARC LENGTH OF 41.87 FEET, A CHORD BEARING OF SOUTH 14 DEGREES 41 MINUTES 44 SECONDS EAST, AND A CHORD DISTANCE OF 41.87 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 13,312 SQUARE FEET OR 0.306 ACRES OF LAND MORE OR LESS

THIS DESCRIPTION IS PREPARED WITH REFERENCE TO A MAP ENTITLED "BOUNDARY AND TOPOGRAPHIC SURVEY, 30 CROSS STREET, LOTS 7, 7.01, 7.02, 7.03, 8, 8.01, BLOCK 113, LOTS 1, 1.01, & 2, BLOCK 152.01, BOROUGH OF BOGOTA & VILLAGE OF RIDGEFIELD PARK, BERGEN COUNTY, STATE OF NEW JERSEY," PREPARED BY CONTROL POINT ASSOCIATES INC., DATED 06-15-2012, LAST REVISED 02-22-2021.

CONTROL POINT ASSOCIATES, INC.

11-23-2021

JAMES D. SENS DATE
STATE OF NEW JERSEY
PROFESSIONAL LAND SURVEYOR #24GS04322600

NEW JERSEY CERTIFICATE OF AUTHORIZATION #24GA27938600

JDS/CWF

PREPARED BY: CWF REVIEWED BY: JDS



EXHIBIT B

(Existing Easement Area)

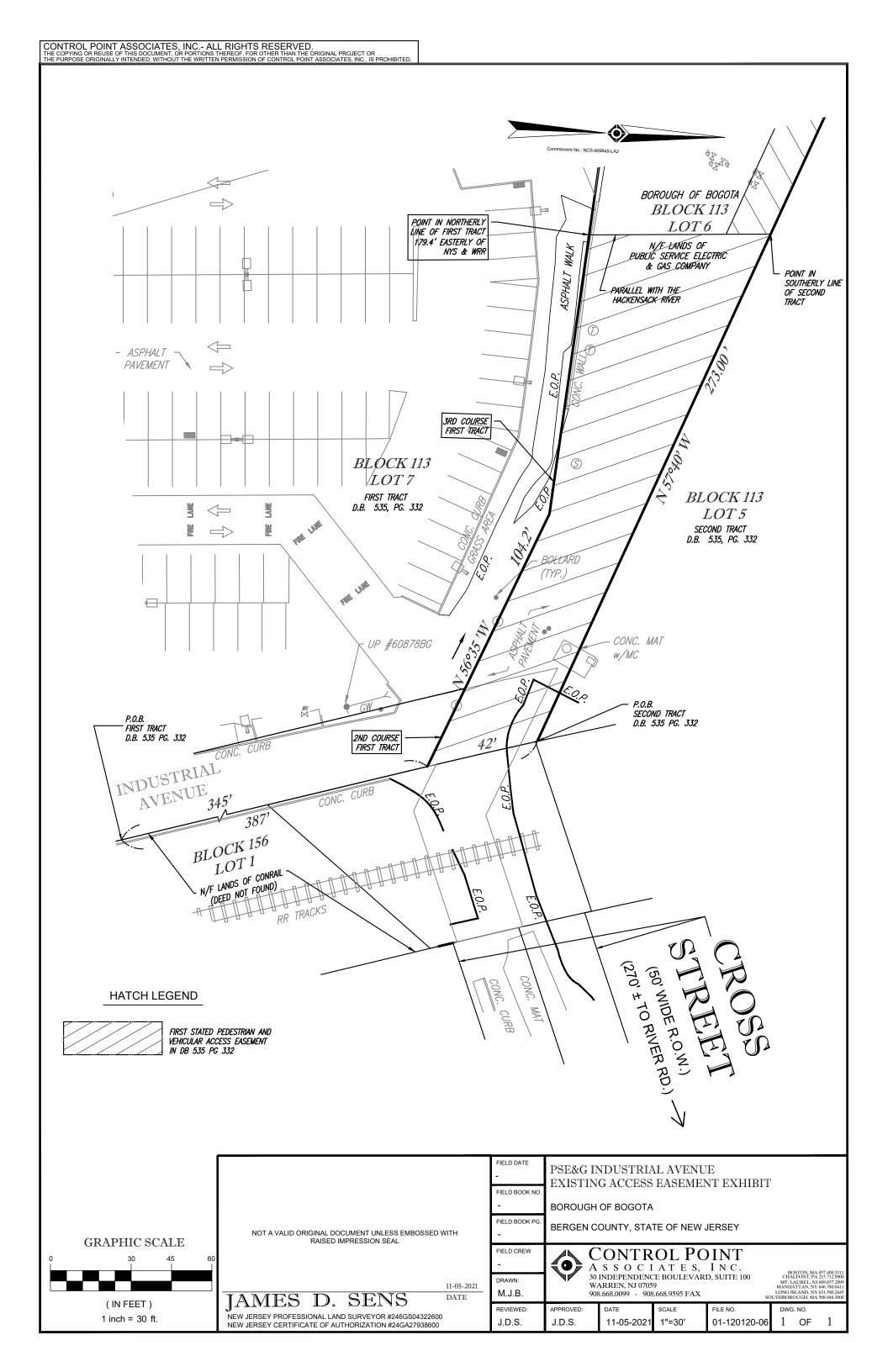


EXHIBIT C-1

(Description of Block 113, Lots 7 and 8)

30 Independence Blvd Suite 100 Warren, NJ 07059 Tel: 908.668.0099 cpasurvey.com

> October 19, 2021 01-120120-06

LEGAL DESCRIPTION

LOTS 7, 7.01, 7.02, 7.03, 8, 8.01 & 8.02, BLOCK 113 BOROUGH OF BOGOTA, BERGEN COUNTY STATE OF NEW JERSEY

BEGINNING AT A POINT FORMED BY THE INTERSECTION OF THE MUNICIPAL BOUNDARY LINE BETWEEN THE BOROUGH OF BOGOTA AND THE VILLAGE OF RIDGEFIELD PARK AND THE WESTERLY LINE OF LANDS NOW OR FORMERLY OF NEW YORK SUSQUEHANNA AND WESTERN RAILROAD COMPANY, SAID POINT BEING NORTH 15 DEGREES 19 MINUTES 40 SECONDS WEST, A DISTANCE OF 395.02 FEET FROM THE BEGINNING CORNER DESCRIBED IN DEED BOOK 8180, PAGE 563 OF THE COMBINED PARCELS, AND RUNNING THENCE;

ALONG THE MUNICIPAL BOUNDARY LINE BETWEEN THE VILLAGE OF RIDGEFIELD PARK AND THE BOROUGH OF BOGOTA, THE FOLLOWING THREE (3) COURSES:

- 1. NORTH 69 DEGREES 31 MINUTES 14 SECONDS WEST, A DISTANCE OF 257.76 FEET TO A POINT, THENCE;
- NORTH 69 DEGREES 31 MINUTES 04 SECONDS WEST, A DISTANCE OF 257.07 FEET TO A POINT IN THE PIERHEAD AND BULKHEAD LINE OF THE HACKENSACK RIVER APPROVED MARCH 12, 1928 BY THE SECRETARY OF WAR AND ADOPTED APRIL 23, 1928 BY THE BOARD OF COMMERCE AND NAVIGATION, THENCE;
- 3. ALONG SAID PIERHEAD AND BULKHEAD LINE, NORTH 02 DEGREES 06 MINUTES 00 SECONDS WEST, A DISTANCE OF 647.05 FEET TO A POINT IN THE SOUTHERLY LINE OF LANDS NOW OR FORMERLY OF THE PUBLIC SERVICE ELECTRIC AND GAS COMPANY, THENCE:
- 4. ALONG SAID LANDS, SOUTH 83 DEGREES 42 MINUTES 40 SECONDS EAST, A DISTANCE OF 203.11 FEET TO A POINT, THENCE;
- 5. CONTINUING ALONG SAME, SOUTH 66 DEGREES 02 MINUTES 40 SECONDS EAST, A DISTANCE OF 104.20 FEET TO A POINT IN THE AFOREMENTIONED WESTERLY LINE OF LANDS NOW OR FORMERLY OF NEW YORK SUSQUEHANNA AND WESTERN RAILROAD COMPANY, THENCE;

ALONG SAID LANDS, THE FOLLOWING TWO (2) COURSES:

- 6. IN A GENERAL SOUTHERLY DIRECTION, ALONG A CURVE TO THE LEFT, NOT TANGENT TO THE PREVIOUS COURSE, HAVING A RADIUS OF 2944.43 FEET, A CENTRAL ANGLE OF 00 DEGREES 13 MINUTES 30 SECONDS, AN ARC LENGTH OF 11.56 FEET, A CHORD BEARING OF SOUTH 15 DEGREES 12 MINUTES 55 SECONDS EAST, AND A CHORD DISTANCE OF 11.56 FEET TO A POINT OF TANGENCY, THENCE;
- SOUTH 15 DEGREES 19 MINUTES 40 SECONDS EAST, A DISTANCE OF 778.76 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 263, 478 SQUARE FEET OR 6.049 ACRES

THIS DESCRIPTION IS PREPARED WITH REFERENCE TO A MAP ENTITLED "BOUNDARY AND TOPOGRAPHIC SURVEY, RIVER ROCK EQUITIES, INC., 30 CROSS STREET, LOTS 7, 7.01, 7.02, 7.03, 8, 8.01, & 8.02, BLOCK 113, LOTS 1, 1.01, & 2, BLOCK 152.01, BOROUGH OF BOGOTA & VILLAGE OF RIDGEFIELD PARK, BERGEN COUNTY, STATE OF NEW JERSEY," PREPARED BY CONTROL POINT ASSOCIATES INC., DATED 06-15-2012, LAST REVISED 02-01-2021.

CONTROL POINT ASSOCIATES, INC.

10-19-2021 DATE

JAMES D. SENS STATE OF NEW JERSEY

PROFESSIONAL LAND SURVEYOR #24GS04322600

NEW JERSEY CERTIFICATE OF AUTHORIZATION #24GA27938600

JDS/CWF

PREPARED BY: CWF REVIEWED BY: JDS



EXHIBIT C-2

(Description of Block 152.01, Lots 1 and 2)



30 Independence Blvd Suite 100 Warren, NJ 07059 Tel: 908.668.0099 cpasurvey.com

> October 19, 2021 01-120120-06

LEGAL DESCRIPTION

LOTS 1, 1.01 & 2 BLOCK 152.01 VILLAGE OF RIDGEFIELD PARK, BERGEN COUNTY STATE OF NEW JERSEY

BEGINNING AT A POINT FORMED BY THE INTERSECTION OF THE NORTHERLY LINE OF INTERSTATE HIGHWAY ROUTE 80 AND THE WESTERLY LINE OF LANDS NOW OR FORMERLY OF NEW YORK SUSQUEHANNA AND WESTERN RAILROAD COMPANY, SAID POINT BEING THE SAME BEGINNING CORNER AS DESCRIBED IN DEED BOOK 8180, PAGE 563 OF THE COMBINED PARCELS AND RUNNING THENCE;

- ALONG THE NORTHERLY LINE OF THE AFORESAID INTERSTATE HIGHWAY ROUTE 80, SOUTH 87 DEGREES 37 MINUTES 50 SECONDS WEST, A DISTANCE OF 389.38 FEET TO A POINT OF DEFLECTION, THENCE:
- STILL ALONG SAID NORTHERLY LINE OF INTERSTATE HIGHWAY ROUTE 80. SOUTH 88 DEGREES 36 MINUTES 20 SECONDS WEST, A DISTANCE OF 157.28 FEET TO A POINTIN THE PIERHEAD AND BULKHEAD LINE OF THE HACKENSACK RIVER APPROVED MARCH 12, 1928 BY THE SECRETARY OF WAR AND ADOPTED APRIL 23, 1928 BY THE BOARD OF COMMERCE AND NAVIGATION; THENCE

ALONG SAID PIERHEAD AND BULKHEAD LINE THE FOLLOWING TWO (2) COURSES:

- 3. NORTH 17 DEGREES 41 MINUTES 00 SECONDS WEST, A DISTANCE OF 71.13 FEET TO A POINT, THENCE;
- NORTH 02 DEGREES 06 MINUTES 00 SECONDS WEST, A DISTANCE OF 513.63 FEET TO A POINT IN THE MUNICIPAL BOUNDARY LINE BETWEEN THE VILLAGE OF RIDGEFIELD PARK AND THE BOROUGH OF BOGOTA, THENCE:

ALONG SAID MUNICIPAL BOUNDARY LINE, THE FOLLOWING TWO (2) COURSES:

- SOUTH 69 DEGREES 31 MINUTES 04 SECONDS EAST, A DISTANCE OF 257.07 FEET TO A POINT, THENCE;
- SOUTH 69 DEGREES 31 MINUTES 14 SECONDS EAST, A DISTANCE OF 257.76 FEET TO A POINT IN THE AFOREMENTIONED WESTERLY LINE OF LANDS NOW OR FORMERLY OF NEW YORK SUSQUEHANNA AND WESTERN RAILROAD COMPANY, THENCE;
- 7. ALONG SAID LANDS, SOUTH 15 DEGREES 19 MINUTES 40 SECONDS EAST, A DISTANCE OF 395.02 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 247,003 SQUARE FEET OR 5.670 ACRES

THIS DESCRIPTION IS PREPARED WITH REFERENCE TO A MAP ENTITLED "BOUNDARY AND TOPOGRAPHIC SURVEY, RIVER ROCK EQUITIES, INC., 30 CROSS STREET, LOTS 7, 7.01, 7.02, 7.03, 8, 8.01, & 8.02, BLOCK 113, LOTS 1, 1.01, & 2, BLOCK 152.01, BOROUGH OF BOGOTA & VILLAGE OF RIDGEFIELD PARK, BERGEN COUNTY, STATE OF NEW JERSEY," PREPARED BY CONTROL POINT ASSOCIATES INC., DATED 06-15-2012, LAST REVISED 02-01-2021.

CONTROL POINT ASSOCIATES, INC.

10-19-2021

DATE

JAMES D. SENS STATE OF NEW JERSEY PROFESSIONAL LAND SURVEYOR #24GS04322600 NEW JERSEY CERTIFICATE OF AUTHORIZATION #24GA27938600

JDS/MJB PREPARED BY: MJB REVIEWED BY: JDS



EXHIBIT D

(Plan of Improvements to Existing Easement Area)

