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	February 14	, 1974
	APR 9 10 LIN	_
	Trento State	Page
	P837 INDE W $Ap_{R,9}$ $B_{R,9}$ B	85
	Report of Committee on Construction	86
	Report of Committee on Finance	86
	Report of Committee on Operations	86
	Report of Committee on Port Planning	86
	Newark Air and Marine Terminals - Agreement Between the City of Newark and the Port Authority - Twelfth Supplemental Agreement	87
	Newark International Airport - Terminal C - Purchase of Light Fixtures - Contract NIA-520.133	89
	Kennedy International Airport - International Arrivals Building - Restaurant Renovations - Phase I - Kitchen Equipment - Contract JFK-410.101	90
	Consolidated Passenger Ship Terminal - Praeger, Kavanagh, Waterbury - Settlement of Claims	92
	Consolidated Passenger Ship Terminal - Pier 90 - Deck Extension - Contract PST-120.015	94
	The World Trade Center - Authorization of Various Office Rental Rates	95
	The World Trade Center - Agreement with Real Estate Brokers in Connection with Execution of Leases	99
1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	Award of Distinguished Service Medal to Susan Bernstengel	101
1	Award of Distinguished Service Medal to Michael J. Collins	103
	Award of Distinguished Service Medal to Robert S. Foote	105
	Award of Distinguished Service Medal to Frank J. Jester	107
	Award of Distinguished Service Medal to Elsie M. Kissel	109

÷.

- 45

INDEX

1

ţ

- 2 - '

Page

Award of Distinguished Service Medal to Malcolm P. Levy	111
Award of Distinguished Service Medal to John B. McAvey	113
Award of Distinguished Service Medal to Walter Skagford	115
Award of Distinguished Service Medal to Donal T. Smith	117
Award of Distinguished Service Medal to William P. Starr, Jr.	119
Meritorious Service Award of Medal of Commendation to Police Officer William Behrens	121
Meritorious Service Award of Medal of Commendation to Police Officer Joseph Butler	123
Meritorious Service Award of Medal of Commendation to Police Officer James Dunn	125
Meritorious Service Award of Medal of Commendation to Richard Moran	127
Meritorious Service Award of Medal of Commendation to Police Officers James O'Neill and Vincent O'Brien	129
Meritorious Service Award of Medal of Commendation to Police Officer Robert Watson	131

PA 6708

TIERRA-A-018457

Newark Air and Marine Terminals - Agreement Between the City of Newark and the Port Authority - Twelfth Supplemental Agreement

The Acting Executive Director reported that at the request of the Mayor of the City of Newark, representatives of the City and the Port Authority have been discussing, from time to time over the past several years, changes in the basic airport and seaport lease. In the main the City has been seeking additional rental payments. During the course of the discussions various proposals were advanced by the Port Authority which were believed to be advantageous to the City. It now appears that agreement, subject to the Board's approval, has been reached which will permit the settlement of several presently outstanding items. These items have been incorporated in the proposed Twelfth Supplemental Agreement. They include:

1. Agreement on the part of the Port Authority, to increase the rent for the years 1971 through 1975 from \$579,000 per year to \$1 million.

2. City consent to the leasing by the Port Authority for marine terminal purposes of approximately 95 acres of land owned by the Penn Central Railroad with the understanding that the Port Authority will, through the use of an escrow agent, insure payment to the City of the real estate taxes to become due to the City from Penn Central from and after the effective date of the lease from the Penn Central to the Port Authority.

3. City consent to the leasing by the Port Authority of the lands of the New Jersey Turnpike Authority which lie beneath and adjacent to the Turnpike Newark Bay Bridge. These lands are immediately north of the northerly boundary of Port Newark and south of the Penn Central lands referred to above and will provide the necessary access between Port Newark and the Penn Central land.

4. City consent to the acquisition by the Port Authority from the State of New Jersey of 8 acres more or less of land under water within the limits of Port Newark.

5. City consent to an exchange of a portion of the Port Authority's present leasehold at Port Newark to the Turnpike Authority in exchange for a plot of Turnpike land of similar size.

6. Certain adjustments in the "accumulation account" established by the Tenth Supplemental Agreement which will reduce the balance in that account to be charged against future additional rental payments the City is already entitled to receive.

This Agreement when consummated will result in a net adjustment in rent to the City of \$2,105,000 over the 1971-1975 period and will further benefit the City to the extent it will provide to the City insurance that it will collect real estate taxes on the Penn Central lands while the Port Authority is in possession of them. The City presently collects no real estate taxes on this property since the Penn Central is in bankruptcy reorganization. For the Port Authority's part, acquisition of the Penn Central and Turnpike lands will make them available for needed marine terminal operations.

The Newark City Council, on February 6, 1974, adopted a resolution approving the Twelfth Supplemental Agreement. They also authorized introduction on February 20 of two ordinances they deem necessary to authorize the land exchange and the acquisition of the lands under water. These ordinances cannot be finally adopted before March 6. The Agreement will not be executed on behalf of the Port Authority until both ordinances have been finally approved by the City.

A copy of the proposed Twelfth Supplemental Agreement was placed before the meeting.

Whereupon, the following resolution was unanimously adopted:

RESOLVED, that the Acting Executive Director and the Secretary be and they hereby are authorized respectively to execute and attest and seal a Twelfth Supplemental Agreement to the Agreement between the City of Newark and The Port Authority of New York and New Jersey with respect to the Newark Marine and Air Terminals dated October 22, 1947 said Agreement to be identical in form with the Agreement placed before this meeting provided, however, that said Twelfth Supplemental Agreement shall not be delivered to the City of Newark until after final passage by the City of the ordinances pending before the City Council authorizing the exchange of lands referred to in Section 6 and the acquisition of lands under water referred to in Section 5 of the said Supplement; and be it further

RESOLVED, that the Secretary shall file in the files of The Port Authority of New York and New Jersey the copy of the Twelfth Supplemental Agreement which was placed before this meeting.

TIERRA-A-018459

Award of Distinguished Service Medal to Michael J. Collins

The Committee on Operations recommended that the Distinguished Service Medal be awarded to Michael J. Collins for his career of 26 years of dedicated service marked by his outstanding initiative, judgment and ability to get the job done.

The Distinguished Service Medal under Board Resolution of March 2, 1944, as amended, is to be awarded to an employee only in those cases where the employee has performed unusually efficient or distinguished service involving exceptionally good conduct, judgment and initiative.

Whereupon, the following resolution was unanimously adopted:

WHEREAS, by resolution adopted by the Board on March 2, 1944, as amended, a Distinguished Service Medal award was established, which award is to be given to an employee for the performance of outstanding service; and

WHEREAS, in the case of Michael J. Collins it is recommended that the Distinguished Service Medal award be given on the following grounds:

Michael Collins is an extremely competent and perceptive individual long active in developing and leading the Supply Services Unit in the General Services Department. Deeply involved in inter-personal, inter-departmental and inter-facility relations, Mr. Collins combines solidly efficient administrative abilities with patiently good-humored shrewdness and common sense. His unique portion of the General Services Department's operations is supervised with an easy expertise reflecting experienced value judgments.

Mr. Collins joined the Port Authority in 1948 as a Building Attendant and was successively promoted to Accounting Clerk, Budget Analyst, Staff Assistant, Administrative Assistant and Supervisor of Materials and Equipment, serving in the Terminals Department, the Finance Department and the Engineering Department. From 1961 to 1963, he was loaned to the State Department as a financial accounting advisor to the Turkish Government. In 1966, he was promoted to Superintendent of Supply Services in the General Services Department. His initiative, judgment and ability to "get the job done" have always been apparent to his associates.

Mr. Collins played a prominent role in replacing our former manual inventory control system in our stockrooms with an automatic system which provides automated re-supply requests, minimal-investment inventories, up-dated dollar values, faster transaction postings and fewer unanticipated items out of stock. Through this sophisticated process, our purchase and supply managers receive timely and useful data accurately reporting current stock inventory status.

Working again with our management engineers, Mr. Collins led a staff feasibility study of "stockless stockkeeping," i.e., contracting with a vendor to deliver supplies at intervals as requisitioned. Concluding that savings in time, space and money were possible through appropriate applications of this new system, he led the total effort to implement these innovative procedures. Mr. Collins' "stockless stockkeeping" of printed forms, office materials, art supplies and similar articles is effective, efficient and economic. Services are faster, outages are fewer and savings are greater.

Mr. Collins' talents were further demonstrated in his leadership in improving the program for fitting, cleaning, repairing, replacing and delivering work uniforms for the Port Authority's maintenance and operations employees. By utilizing the vendor's facilities for storage, repair and delivery and at the same time, imposing rigorous staff direction and control, complaints by our uniformed personnel were virtually eliminated. This program has improved morale, saved money and is working well.

For his initiative, his judgment, and his ability to "get the job done," it is recommended that Michael J. Collins be awarded the Distinguished Service Medal.

NOW, THEREFORE, after due deliberation had, it is

RESOLVED, that the Acting Executive Director be and he hereby is authorized to award the Distinguished Service Medal to Michael J. Collins for the performance of outstanding service. Award of Distinguished Service Medal to Robert S. Foote

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The Committee on Operations recommended that the Distinguished Service Medal be awarded to Robert S. Foote for his exceptional degree of imagination, initiative, technical competence and perserverance in his research work on Tunnels and Bridges operations.

The Distinguished Service Medal under Board Resolution of March 2, 1944, as amended, is to be awarded to an employee only in those cases where the employee has performed unusually efficient or distinguished service involving exceptionally good conduct, judgment and initiative.

Whereupon, the following resolution was unanimously adopted:

WHEREAS, by resolution adopted by the Board on March 2, 1944, as amended, a Distinguished Service Medal award was established, which award is to be given to an employee for the performance of outstanding service; and

WHEREAS, in the case of Robert S. Foote it is recommended that the Distinguished Service Medal award be given on the following grounds:

Robert S. Foote came to the Port Authority on July 5, 1949 as a Junior Professional Assistant, and shortly thereafter was assigned to the Port Development Department. In March 1955, he was assigned to Tunnels and Bridges and was promoted successively to Research Analyst, Supervisor of the Research Section of the department's Project and Planning Division, and ultimately, Manager of the unit when it was designated a separate division in September 1962.

Bob Foote over the years has personally and through the efforts of his staff, innovated basic research in traffic management and most intensively in traffic flow theory. Never daunted by the absence of reported knowledge or data in his field of interest, Mr. Foote has demonstrated unusual tenacity and dedication to pursue and promote ideas and programs with such thoroughness that the adoption and success of worthwhile projects was thereby assured.

Thus, under Mr. Foote's guidance, staff developed the Tunnel Traffic Control System in which the speed of detection, and consequently, the ability to respond to emergencies has been increased, while required manpower has been significantly reduced. Most importantly, the process of controlling traffic speed results in a decrease in transit time through the tunnel which produces increased traffic volumes, reduced stoppages, less congestion and better ventilation.

The Research Division, under the direction of Mr. Foote, contributed significantly to the application of computer technology to

the recording and control of toll collections at the George Washington Bridge. Subsequently, under Mr. Foote's leadership, his staff developed the traffic measuring system now in use to obtain the necessary traffic data under a one-way toll collection system.

Mr. Foote has also applied his ingenuity, technical ability and leadership in conducting research and systems development on two federally-sponsored traffic improvement projects which developed an Automatic Bus Identification system and a Traffic Surveillance System in the heavily traveled Interstate Route 495 corridor approach to the Lincoln Tunnel. He has participated and contributed his skills on many national committees and working groups devoted to the research and development of improved traffic facilities.

Mr. Foote's unique abilities were recognized in 1967 when the Board awarded him the Howard S. Cullman Fellowship to study and research the changes which are occurring generally in the field of road transportation and more specifically, land transportation in the Port of New York.

For his high professionalism exhibited in his initiative, imagination, technical competence and perseverance in the Tunnels and Bridges Department's research endeavors, and in recognition of the many projects that have been guided to fruition by him, it is recommended that the Distinguished Service Medal be awarded to Robert S. Foote.

NOW, THEREFORE, after due deliberation had, it is

RESOLVED, that the Acting Executive Director be and he hereby is authorized to award the Distinguished Service Medal to Robert S. Foote for the performance of outstanding service.

Award of Distinguished Service Medal to Frank J. Jester

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The Committee on Operations recommended that the Distinguished Service Medal be awarded to Frank J. Jester for his complete dedication and high degree of maintenance competency and innovative approaches to maintaining Port Authority facilities over the last 25 years.

The Distinguished Service Medal under Board Resolution of March 2, 1944, as amended, is to be awarded to an employee only in those cases where the employee has performed unusually efficient or distinguished service involving exceptionally good conduct, judgment and initiative.

Whereupon, the following resolution was unanimously adopted:

WHEREAS, by resolution adopted by the Board on March 2, 1944, as amended, a Distinguished Service Medal award was established, which award is to be given to an employee for the performance of outstanding service; and

WHEREAS, in the case of Frank J. Jester it is recommended that the Distinguished Service Medal award be given on the following grounds:

When Frank J. Jester began his Port Authority career in 1948, he had a wealth of professional experience in engineering, especially in the maintenance field. He had worked as a Plant Engineer at the Federal Shipbuilding & Dry Dock Company, Kearny, New Jersey, in charge of maintenance and new construction for a complete shipbuilding and dry dock facility.

Shortly after joining the Port Authority, Mr. Jester was appointed Maintenance Superintendent in the Operations Department, a position he held for seven years until he was appointed Assistant General Superintendent of Central Maintenance Engineering Division in the Operations Services Department. In 1970, he was appointed Engineer of Design, Maintenance Division in the Engineering Department.

The successful functioning of the Port Authority's facilities is subject to the dependable operation of many complex mechanical, electrical, and electronic systems, roadways and structures. To this end, Mr. Jester, in his twenty-five years of service, has provided superior leadership in the Maintenance Engineering field.

Under his direct supervision the 170 employees of the Maintenance Engineering Division have furnished engineering, consulting and contractual assistance on all kinds of new construction, maintenance, alteration, repair and rehabilitation. Many of the projects were accomplished on an emergency basis with the requirement that there be minimum inconvenience to facility operations. His unit is one of the first called on in any occasion of crisis at a Port Authority facility.

PA 6715

TIERRA-A-018464

Mr. Jester has shown excellent judgment in evaluating whether it is better to use in-house labor forces or go to outside contractors, particularly where a specialty in maintenance construction is required. One of his major contributions in the maintenance field was the development of long term contracts with original equipment manufacturers for preventive maintenance of specialized equipment such as elevators, motorstairs, and controls for heating, ventilating and air-conditioning systems.

Notable among Mr. Jester's accomplishments have been the rehabilitation of the Holland Tunnel Electrical System, the restoration of the three Staten Island Bridges, the maintenance of paved surfaces at all facilities, the installation of complex computer systems for toll and parking lot revenue control and the use of highly sophisticated radio communications and closed circuit television systems. Many of the electronic systems under his responsibility have attracted the attention of transportation, operations and engineering personnel, not only in this country but in other nations. Engineers and operations personnel from all over the world have visited our facilities to observe these systems in operation.

For his complete dedication and high degree of maintenance competence and innovative approaches to maintaining Port Authority facilities over the last twenty-five years, it is recommended that the Distinguished Service Medal be awarded to Frank J. Jester.

NOW, THEREFORE, after due deliberation had, it is

RESOLVED, that the Acting Executive Director be and he hereby is authorized to award the Distinguished Service Medal to Frank J. Jester for the performance of outstanding service.

Award of Distinguished Service Medal to Elsie M. Kissel

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The Committee on Operations recommended that the Distinguished Service Medal be awarded to Elsie M. Kissel for 32 years of dedicated service marked by her exceptional judgment, her ability to meet and overcome new challenges and her warm human qualities.

The Distinguished Service Medal under Board Resolution of March 2, 1944, as amended, is to be awarded to an employee only in those cases where the employee has performed unusually efficient or distinguished service involving exceptionally good conduct, judgment and initiative.

Whereupon, the following resolution was unanimously adopted:

WHEREAS, by resolution adopted by the Board on March 2, 1944, as amended, a Distinguished Service Medal award was established, which award is to be given to an employee for the performance of outstanding service; and

WHEREAS, in the case of Elsie M. Kissel it is recommended that the Distinguished Service Medal be given on the following grounds:

Elsie Margaret Kissel, Staff Accountant, assigned to the Revenue Accounting Section of the Accounting Division, recently completed her thirty-second year of Port Authority service. Her career has been highlighted by her humanity, dedication and high integrity. Her cheerful disposition and warm regard for her fellow employees have earned her the respect and admiration of all who know her.

Miss Kissel's career started July 14, 1941, with her appointment as a file clerk. Through her diligence and the spirited application of knowledge gained by experience, she has progressed to her present position of Staff Accountant. In this capacity, she supervises a staff which audits the revenues received from patrons using our tunnels and bridges and PATH. Because of the potential impact on our Toll Collectors, Miss Kissel's decisions relative to the reporting of Toll Collectors' performance data are made in a sensitive area, necessitating the kind of zeal, dedication and knowledge which Elsie has demonstrated time and again during her career.

During the span of Miss Kissel's career in the Accounting Division, our annual traffic has increased by more than 100 million vehicles and the audit procedures have developed from a completely manual operation through many changes into a highly efficient and complex operation involving the utilization of the computer. All of the changes have resulted in progress, and the growing pains were ever-present. Procedural problems arose, many routine and some unique. Additionally, commutation tickets, reduced rate tickets, and the sale of toll scrip at a discount were introduced. Miss Kissel has demonstrated, time and again, her ability to meet and overcome the new challenges. More than two billion vehicle crossings have been recorded during Miss Kissel's career in Tolls Accounting. Despite the fact that the demands of her work are unrelenting year after year, her zeal in performing the requisite accounting procedures has never diminished.

Elsie, as she is fondly known by her many friends in the Port Authority, has proven herself to be one of those rare individuals who displays keen interest in other people. She has been active on numerous and varied committees. Her after-hours activities have included participation in the Port's Bowling League and the distinction of having been one of the original PONYA PLAYERS; additionally, Elsie has just concluded a one-year term as President of the Port Service Club.

It can truly be said that she has set the pace for her co-workers and has contributed greatly to the efficiency of the work performed by them and herself.

For her long-standing dedication, exceptional judgment and warm human qualities, it is recommended that the Distinguished Service Medal be awarded to Elsie Margaret Kissel.

NOW, THEREFORE, after due deliberation had, it is

RESOLVED, that the Acting Executive Director be and he hereby is authorized to award the Distinguished Service Medal to Elsie M. Kissel for the performance of outstanding service. (110)

Award of Distinguished Service Medal to Malcolm P. Levy

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The Committee on Operations recommended that the Distinguished Service Medal be awarded to Malcolm P. Levy for 25 years of outstanding service in which he has consistently brought a high degree of creativity and unparalleled engineering talent to the successful completion of major construction projects.

The Distinguished Service Medal under Board Resolution of March 2, 1944, as amended, is to be awarded to an employee only in those cases where the employee has performed unusually efficient or distinguished service involving exceptionally good conduct, judgment and initiative.

Whereupon, the following resolution was unanimously adopted:

WHEREAS, by resolution adopted by the Board on March 2, 1944, as amended, a Distinguished Service Medal award was established, which award is to be given to an employee for the performance of outstanding service; and

WHEREAS, in the case of Malcolm P. Levy it is recommended that the Distinguished Service Medal award be given on the following grounds:

Malcolm P. Levy is an engineer in the finest tradition of the Port Authority. From his first assignment in the Engineering Department to his present position as Deputy Director, World Trade, Mr. Levy has consistently demonstrated a high degree of creativity and unparalleled engineering talent that has significantly contributed to the success of many of the Port Authority's construction projects. Some of his earliest engineering assignments with the organization were innovative, pioneering efforts that led to, for example, marine terminal pole-supported building structures and hangar construction at Kennedy Airport that were both economical and practical. He has continually demonstrated his knowledge and his ability to apply it beyond the field of his particular expertise.

In 1962, the Port Authority was directed by the legislatures of New York and New Jersey to undertake construction of The World Trade Center. The Trade Center is a building project like no other – in size, in complexity and in revolutionary concepts, and with this in mind, top management logically chose Malcolm P. Levy to manage all phases of its planning and construction.

Mr. Levy had already established his credentials as an engineer of outstanding potential but he also had developed an uncanny knack of being able to sift out a problem and offer the most logical solution to it. This additional gift of his craft made him an invaluable leader for a project of the Trade Center's magnitude.

Massiveness, in itself, is only an expansion of dimensions and, had that been the only complexity of the Trade Center's construction, any number of fine engineers could have done the job. But the task, because of its uniqueness, attracted the best from many engineering disciplines and it remained for Mr. Levy to take these independent, often sensitive elements, and blend the output of highly talented individuals into a team effort. His approach was novel, a decade ago. Years before the first shovel of earth was turned, he established an inter-disciplinary team of field engineers, architects, design engineers and building management specialists to bring a coordinated approach to the planning of The World Trade Center.

The planning phase was only the beginning. Steel work started first on the North Tower and with that came the problems of staging and erecting 200,000 tons of steel and countless tons of other construction material. At the height of construction, Mr. Levy was responsible for the actions and safety of 5,000 workers who swarmed over the site.

His successes as an engineer and administrator have been widely recognized. As a result of his achievements, Mr. Levy was subsequently assigned the responsibility for the operation of the Trade Center, and has been designated as a Deputy Director of the World Trade Department. His responsibilities include the safety and well-being of thousands of people who either work at, or visit the Trade Center on a daily basis. Coupled with this is his duty to provide the highest quality of building and tenant services available to each of the more than 300 Trade Center tenants.

For the rare blend of driving leadership and the combination of ability and practicality which have earned for him a high reputation among his peers, it is recommended that the Distinguished Service Medal be awarded to Malcolm P. Levy.

NOW, THEREFORE, after due deliberation had, it is

RESOLVED, that the Acting Executive Director be and he hereby is authorized to award the Distinguished Service Medal to Malcolm P. Levy for the performance of outstanding service.

PA 6720

Award of Distinguished Service Medal to John B. McAvey

The Committee on Operations recommended that the Distinguished Service Medal be awarded to John B. McAvey for 24 years of brilliant service to the Port Authority in the financial area and for his dedication, loyalty and diligence second to none.

The Distinguished Service Medal under Board Resolution of March 2, 1944, as amended, is to be awarded to an employee only in those cases where the employee has performed unusually efficient or distinguished service involving exceptionally good conduct, judgment and initiative.

Whereupon, the following resolution was unanimously adopted:

WHEREAS, by resolution adopted by the Board on March 2, 1944, as amended, a Distinguished Service Medal award was established, which award is to be given to an employee for the performance of outstanding service; and

WHEREAS, in the case of John B. McAvey it is recommended that the Distinguished Service Medal award be given on the following grounds:

Since John B. McAvey began his career as a Finance Trainee in 1949, the Port Authority has benefited from his tircless efforts and financial acumen. He consistently applied these attributes on numerous projects and as the result, steadily rose through the ranks of the Comptroller's Department to the position of Assistant General Auditor.

Early in 1960, as a result of his fine reputation and indepth knowledge of financial forecasting and analytic procedures, Mr. McAvey was chosen to work with the select group studying the feasibility of The World Trade Center. His responsibility, simply stated though awesomely complex, was the development of the overall project economics for the proposed Trade Center. In 1962, the Port Authority was directed to undertake construction of The World Trade Center and John McAvey joined the World Trade Department to manage all financial components of the project. Mr. McAvey was recently promoted to a Deputy Directorship of the Department, after having held the position of Special Assistant to the Director and served as an extremely competent advisor to the Director on all aspects of the Trade Center.

During the five long years of delicate negotiations with the Trade Center's largest tenants, the State of New York and United States Customs, John McAvey continuously met the challenge of developing innovative approaches in overcoming the tedious and seemingly overwhelming obstacles in the path of obtaining signed leases. His masterful negotiating abilities continue to be tapped as problems arise concerning these tenants. His contributions to the development of a

feasible restaurant operation, the discussions concerning the relocation of the television antenna from the Empire State Building, and the lengthy meetings with operators of the proposed hotel were outstanding.

The overall project control for development, construction and operating costs remain Mr. McAvey's responsibility. He has been instrumental in developing the agreements with Consolidated Edison for power usage; in establishing tenant rental rates; and the detailed financial arrangements for a variety of operating contracts and leases.

Mr. McAvey's performance has been marked with a dedication, intelligence and integrity second to none. Mr. McAvey's forte is the accumulation, retention and presentation of facts. Dealing with abrasive, emotional contenders for their own point of view among contractor-claimants, tenants and staff, Mr. McAvey conscientiously sticks to the facts and the goal of what is best for the Port Authority; he universally gains the respect and affection of all with whom he deals because of the shining qualities of integrity, objectivity and courage that characteristically stamp his presentations and responses. In recognition of his rare combination of personality, knowledge and experience which have been most evident during the critical years of The World Trade Center project, it is recommended that the Distinguished Service Medal be awarded to John B. McAvey.

NOW, THEREFORE, after due deliberation had, it is

RESOLVED, that the Acting Executive Director be and he hereby is authorized to award the Distinguished Service Medal to John B. McAvey for the performance of outstanding service.

PA 6722

Award of Distinguished Service Medal to Walter Skagford

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The Committee on Operations recommended that the Distinguished Service Medal be awarded to Walter Skagford for 44 years of dedicated service to railroading in which his one primary aim was to do everything to the best of his ability.

The Distinguished Service Medal under Board Resolution of March 2, 1944, as amended, is to be awarded to an employee only in those cases where the employee has performed unusually efficient or distinguished service involving exceptionally good judgment and initiative.

Whereupon, the following resolution was unanimously adopted:

WHEREAS, by resolution adopted by the Board on March 2, 1944, as amended, a Distinguished Service Medal award was established, which award is to be given to an employee for the performance of outstanding service; and

WHEREAS, in the case of Walter Skagford it is recommended that the Distinguished Service Medal be given on the following grounds:

When Walter Skagford was hired as a Gateman by the Hudson & Manhattan back in 1929, he hardly expected to translate the "steady work" aspect of the job to forty-four years of service and then some.

After his initial assignment as Gateman, Mr. Skagford applied himself with diligence and dedication to each successive new job including his present position as Motorman, which he has held for the last thirty years.

Mr. Skagford doesn't believe in half-measures in anything he does. He takes his responsibilities seriously whether it's the manner in which he operates his train; his relationships with passengers, fellow employees and supervisors; or, the attention he gives to his dress and appearance, which is always faultless. Although he subjectively sets high standards and then does his best to measure up to them, he understands the value of a smile in all his undertakings.

Mr. Skagford holds the PATH record for continuous service as Safety Coordinator in the Transportation Division. His suggestions which were implemented to eliminate potential accident-causing conditions at PATH over the years, have been extraordinarily pertinent and effective.

While devoting all this time to his work and his first love – Safety – Mr. Skagford still found time to become the first President and co-organizer of the Hudson Tubes Employees Federal Credit Union, time to serve on the New Jersey State Legislative Board for the Brotherhood of Locomotive Engineers, time to preside as Chairman of Boy Scout Cub Pack No. 78, which is composed of blind and retarded youngsters, and time to serve as a member of the National Guard. If anyone fits the man in the axiom: "if you want something done, find a busy man," Mr. Skagford is that man !

For his more than forty-four years of loyal service, and for his consistent dedication to do everything to the best of his ability, it is recommended that the Distinguished Service Medal be awarded to Walter Skagford.

NOW, THEREFORE, after due deliberation had, it is

RESOLVED, that the Acting Executive Director be and he hereby is authorized to award the Distinguished Service Medal to Walter Skagford for the performance of outstanding service.

TIERRA-A-018473

Award of Distinguished Service Medal to Donal T. Smith

The Committee on Operations recommended that the Distinguished Service Medal be awarded to Donal T. Smith for the conscientious approach, ingenuity and professional competence he has brought to his work in the long range planning and program development of the PATH system.

The Distinguished Service Medal under Board Resolution of March 2, 1944, as amended, is to be awarded to an employee only in those cases where the employee has performed unusually efficient or distinguished service involving exceptionally good conduct, judgment and initiative.

Whereupon, the following resolution was unanimously adopted:

WHEREAS, by resolution adopted by the Board on March 2, 1944, as amended, a Distinguished Service Medal award was established, which award is to be given to an employee for the performance of outstanding service; and

WHEREAS, in the case of Donal T. Smith it is recommended that the Distinguished Service Medal award be given on the following grounds:

Development and expansion of the PATH system have required a high level of staff skill in long range planning and program development. Presently the PATH system is engaged in a capital program amounting to over \$200 million and is implementing mass transit projects with total estimated costs of over \$400 million. Service improvements in recent years include introduction of a fully air-conditioned and advanced design rapid transit car fleet, installation of an ultra-modern fare collection system, and adoption of an aggressive marketing program, have made the PATH system a model of the transit industry world wide. Key to the success of these program development efforts has been the exceptionally outstanding work of the senior program planner for the Rail Transportation Department, Donal T. Smith.

Mr. Smith began his career with the Port Authority in 1953 and immediately began to acquire the exceptional analytical planning skills which have contributed to many of the major advances and accomplishments of PATH. In his early work as an economic analyst and trade economist, and later as a supervising financial analyst on special study groups, Mr. Smith earned praise for his conscientious demeanor, ingenuity, and professional competence. These qualities were first brought to bear on PATH matters in his work as lead economist on acquisition of the Hudson and Manhattan Company, PATH's predecessor.

Upon joining the Rail Transportation Department in 1965, Mr. Smith began immediately to make his presence felt. Among his major contributions to the PATH system are the development of the fare structure and service requirements of the Aldene Plan; articulation of the concept of the Journal Square Transportation Center including location there of the PATH Operations Control Center; establishment of conceptual design and operational requirements for the PA-3 rapid transit cars; development and implementation of the PATH fare modernization program; and identification of service alternatives and program plans for the Plainfield Extension project. Mr. Smith's contributions represent some of the important milestones of progress in improving the PATH system. In all of this work, Mr. Smith has been an outstanding example to staff of a restless, imaginative mind harnessing a unique body of knowledge of railroad routes and plans, economic theories and practices coupled with an appreciation of what is practical.

For his accomplishments over the past twenty years of service to the Port Authority, and specifically for his unique contribution to the development of PATH since takeover, it is recommended that the Distinguished Service Medal be awarded to Donal T. Smith.

NOW, THEREFORE, after due deliberation had, it is

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RESOLVED, that the Acting Executive Director be and he hereby is authorized to award the Distinguished Service Medal to Donal T. Smith for the performance of outstanding service. Award of Distinguished Service Medal to William P. Starr, Jr.

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The Committee on Operations recommended that the Distinguished Service Medal be awarded to William P. Starr, Jr. for 24 years of outstanding service in engineering design and construction marked by his dedication, professional competency and high degree of administrative ability.

The Distinguished Service Medal under Board Resolution of March 2, 1944, as amended, is to be awarded to an employee only in those cases where the employee has performed unusually efficient or distinguished service involving exceptionally good conduct, judgment and initiative.

Whereupon, the following resolution was unanimously adopted:

WHEREAS, by resolution adopted by the Board on March 2, 1944, as amended, a Distinguished Service Medal award was established, which award is to be given to an employee for the performance of outstanding service; and

WHEREAS, in the case of William P. Starr, Jr. it is recommended that the Distinguished Service Medal award be given on the following grounds:

When he began his Port Authority career in 1949, William P. Starr, Jr. brought with him, along with a Civil Engineering Degree from Maryland University and a Law Degree from Columbia University, a rich background of professional experience in contract administration and engineering matters. He had worked with construction companies and public utility companies in the Civil Engineering field and was Assistant Director of Construction for Municipal Architecture of the District of Columbia.

Mr. Starr joined the Port Authority as Assistant Contract Control Engineer in charge of preparation of construction contracts and cost control. He then served as Assistant Engineer of Materials, Materials Division, and as Assistant Engineer of Design in the Design Division. In 1958, he was appointed Administrative Engineer for Design, a position he held until 1970, at which time he was appointed Engineer of Design, Airports.

During the course of these assignments, Mr. Starr instituted changes and new procedures in engineering administration and management that, over the years, have had a profound effect in maintaining and improving the excellence of the Engineering Department and its ability to serve the Port Authority. Early in his Port Authority career, he promulgated a method of preparing Port Authority construction contracts by the utilization of standard multilith plates to which specific changes are made for a given contract. In addition to considerable manpower savings and printing production cost reductions to the Authority, this procedure improved specification uniformity and reduced production time. He also led the way in developing a format for reporting engineering and construction costs by the utilization of computer programs many years before the computer was used for cost control as a day-to-day operating tool.

In his current position as Engineer of Design for Airports, the largest design unit in the Engineering Department, he combines great experience in contract administration with an ability to assess accurately and utilize efficiently the varied talents of the people within his organization. His construction experience was the key to enticing fifteen contractors to submit proposals for the LaGuardia Airport parking structure which resulted in a very favorable bid to the Authority.

For many years, Mr. Starr has served as the Port Authority representative on the Engineering Manpower Commission of the Engineers Joint Council, a national organization sponsored by the Engineering Societies which monitors the supply and demand for Engineers and considers solution of these problems.

Mr. Starr's courtly manner, his quietly incisive questions, his stability in the face of turbulence are hallmarks of his highly professional and highly successful approach to Port Authority engineering.

For his dedication and his technical and administrative achievements, which have been a distinct asset to the design and construction programs of the Port Authority over the last twenty-five years, it is recommended that the Distinguished Service Medal be awarded to William P. Starr, Jr.

NOW, THEREFORE, after due deliberation had, it is

RESOLVED, that the Acting Executive Director be and he hereby is authorized to award the Distinguished Service Medal to William P. Starr, Jr. for the performance of outstanding service.

Reprinted as of March, 1962*

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

EFFECTIVE MARCH 22, 1940

• This reprint includes all supplements as of March, 1962 and recording data. (See Supplementary Table of Contants)

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TABLE OF CONTENTS

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	P	GE
	Definitions	2
1.	Lease of Demised Premises	4
2.	Lease of Demised Fremises	5
3.	Term United States Government Lease	6
4.	United States Government Lease	7
5.	Rent	8
6.	Repairs	8
7.	Personal Property	8
8.	Assignment and Mortgages	9
9.	Accounts	9
10.	Financing	-
11.	Development of the Air Terminal	11
12.	Alternate Development of Air Terminal	11
13.	Development of the Marine Terminal	12
14.	Competitive Facilities	13
15.	Acquisition of Real Property	15
16.	Tidowarer Terminal Property	16
17.	Commental Property	17
18.	Deve Street and Doremus Avenue	17
19.	City Streets and Public Highways	
20.	City Owned Utilities	17
21	Sorvices to be Rendered by City and the Port Authority	18
00	Firehouse	19
23	City Construction Contracts	20
24	Onterending Contracts	21
25	Physical Changes	<u>سن</u>
26	Condemnation or Acquisition by Others	23
27	and the second of the second s	25

SUPPLEMENTARY TABLE OF CONTENTS

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Recording Data (References are to Register's Office, Essex County, New Jersey)

Document	Book	Pages	Date Recorded	Subject Matter
Basic Lease	E 110	242-307	10/30/47	
First Supplemental Agreement	I 111	145-148	3/18/48	Effective dateCity employees
Second Supplemental Agreement	D 113	494196	8/ 1/49	Tidewater area—Dumping
Third Supplemental Agreement	R 113	345-347	9/14/49	Runway location (re Busch Brewery)
Fourth Supplemental Agreement	E 114	60-62	11/ 4/49	Dumping
Fifth Supplemental Agreement	3468	471	2/13/57	Financial Report-filing date
Sixth Supplemental Agreement	3468	474	2/13/57	Release of Parcel No. 2-Paragraph 27
Seventh Supplemental Agreement	3468	478	2/13/57	Water mains and sewers-Paragraph 20
Eighth Supplemental Agreement	3560	255	5/13/58	Elizabeth Channel
Tidewater Deed	3565	124	6/ 5:58	Conveyance by U. S. to Newark

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TIERRA-A-018480

Anrrmruff. 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

WHEBEAS, 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, THEBEFORE, 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 Bailroad 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 defuned 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 bereafter 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.

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

and maintenance.

- (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."

X 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

4

existing right, title and interest therein and subject to existing encumbrances and casements 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 thereanto 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. TEBM

The term for which the demised premises are leased shall commence on the 15th day of November, 1947, (pr 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

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*Amended by First and Sixth. Supplemental Agreements

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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 co-

7

nection with the maintenance and operation of bencons, 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

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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 unnexed, 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, nortgage, 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

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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 Anthority 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,

9

*Second sentence amended by Fifth Supplemental Agreement

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 Bailroad 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:

11

*See Eighth Supplemental Agreement
(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) Behabilitating 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, constructshall 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 Anthority 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 condomn 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. TIDEWATEB 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.

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*Conveyed by U. S. to Newark

**Amended by Second Supplemental Agreement

17. GOVERNMENTAL PROPERTY

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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 DORUMUS 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 of 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

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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 necespurpose 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

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*See Ordinance No. 6FC, City of Newark, Septembor 21, 1961

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.

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*First sentence amended by Seventh Supplemental Agreement

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

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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

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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 Anthority 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 Anthority all deposits and prepaid rants 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 OF ACQUISITION BY OTHERS

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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 thereou; 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

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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 Anthority 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 condenned, 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 agreemen: 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.

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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.

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27. THANSFER OF REAL PROPERTY TO OTHERS

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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 Bailroad 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 S00 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. INSUBANCE

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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

26

*Amended by Sixth Supplemental Agreement

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.

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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. FEDEBAL AD

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 Exribit "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 Anthority 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-

*Amended by First Supplemental Agreement

**See Eighuh Supplemental Agreemen

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 Anthority 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. ABBITRATION 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.

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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 "Neware Aleport" and the Marine Terminal shall be known as "Port Neware".

39. INSPECTION

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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.

31

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

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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 Anthority 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.

32

*Amended by Second and Fourth Supplemental Agreements

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, buikheads 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 twentyfive years from the date of the acquisition or construction thereof, bears to twentyfive 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 even, the Port Authority shall set aside out of Port Authority funds (other than

34

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 cf 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 Anthority 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 Fort 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 Anthority to purposes other than Newark Marine and Air Terminal purposes, it and

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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, pro*vided*, 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 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 Anthority 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 Anthority.

(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 Anthority 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 Anthority 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.

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

THE CITY OF NEWARK ~~ ATTEST: 10. 7:22 VINCENT J. MURPHY (sgd.) H. S. REICHENSTEIN (sgd.) Mayor . City Clerk (Seal) THE PORT OF NEW YORK AUTHOBITY ATTEST: 2 - C ·.. HOWARD S. CULLMAN (sgd.) JOSEPH G. CARTY (sgd.) Chairman Secretary (Seal) APPROVED AS TO FORM APPROVED AS TO FORM S.G. ... ÷., LEANDER I. SHELLEY (sgd.) THOMAS L. PARSONNET (sgd.) 😳 - General Counsel Corporation Counsel

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

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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 swern, 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 described t

VINCENT J. MURPHY (sgd.) Mayor of The City of Newark

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THOMAS L. PARSONNET (sgd.) A Master in Chancery of New Jersey

STATE OF NEW JERSEY 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.

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Sworn and subscribed } before me at Newark, N. J. { JOSEPH G. CARTY (8gd.) JOSEPH G. CARTY.

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

EXHIBIT "C"

THE PORT OF NEW YORK AUTHORITY

DEPARTMENT OF AUDIT AND CONTROL

INVENTORY OF NEWARK AIRPORT

-	A PROVOTING FOUTPMENT LOCATION	L		Date Aug. 1	14, 1947
Depar Quan.	tment Automotiva Beol and a	Cost	Model	Serial No.	No. (City)
1	(Case Tractor Plow 1946 4 wheel (6ft. x 2 ft. plow—Anderson Snow Plow (Black Hawk hydraulic plow hoist	\$1,755.00	VA1W3 B42 P60	2AC 12432704 12941 1355365	T3
1	(Large Sno-Go, Oshkosh. FWD. ((Loared U. S. A. Ang., 1946) (Commercial body capacity 15,000 (City Garage.		W 709	1222314	T12
1	(Walter Snow Fighter ((Loaned U. S. A. Aug., 1946) (Open hoist—commercial body (Hydraulic hoist for plow (City Garage		FH SSC17	191267	T13
1	(Caterpillar Road Grader. Model 212		DW10	B-1849	T14
	((Loaned U. S. A. Aug., 1946) (Weight 15,200 Motor (Commercial Body (Motor for starting diesel		IB-849	20P - 5726	
1	(Sno-Go, Oshkosh. FWD 1946 (Motor Model TU-3 Serial 1595	\$18,555.00	SU-19 46	67 7163-465	T16

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EXHIBIT "B"

		Cost	Nodel	Serial No.	No. (City)
Quan.		\$1,900.00	WFA 31	81379379	168A
1	(Dodge Dumper 1946 (6 wheel with Black Hawk hydraulic	φ1,500.00	D63	224341	
	(pump attachment (6 cyl. motor—1½ ton—2½ cu. yd. (capacity			TC118 162238	
1	(Dodge Dumper 1946	\$1,900.00	WFA 31	- 81384501	169A
_	((6 cyl. motor—1½ ton—6 wheel— (2½ cu. yd. capacity			TC118 169341	
1	(Dodge Dumper 1946	\$1,900.00	WFA 31	8138462 4	170A
•	((6 cyl. motor-1½ ton-6 wheel- (2½ cu. yd. capacity			TC118 170649	
1	(Dodge Truck Express Body (6 cyl. motor-1/2 ton-1 wheels- (1 spare wheel & tire	\$961.00	WC 1946	81169594 T112 142385	173A
1	City of Newark—Department of Pari Nelson Trucklonder—1 wheels—gas en		operty	27561	T39
1	Loaned by U. S. Army August			TTS417	
	Worthington-9 gang Blitzer-18 w Fertilizer Sprayer-E. S. Gandrud-	heels			

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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	ries WM			
1	Power Scythe #14463 (DPA 69)				
1	" " #1 44 64 (DPA 70)				
1	Lawn mower #1238150	- 0 :-1 06	E		
1	Sand sprayer-"Goodroad" Model 4 I	j Serial 20	D.		
1	Drawbar-used. Case Tractor	00 -	40201214046 (Ci	ty Garage)	
1	Spare wheel and tire mounted. Dodge	; 1.00 x 20 ∓ -:11 (1 do	r (for T12) 123	-2003875	0950
1			r (101 112) 123		
1	" tire 11 x 20 (for T16) #G6515				
1	Power driven Salt and Sand Spreader		60		
1	Ray Oil Burner #99370. Type XP110	. 110 volt	60 cycle.		
1	Electrolift-Snow Plow 91A				
1	Snow Plow-Meyers-Model 1696 8 f	L long 2 ft	. wide.		
1	Hydraulie lift—Black Hawk—for snow	plow Model	B60. #B 1015		
1	Hydraulic cylinder-Black Hawk- "		R286 #A 1054	771	
-		66 66	" #A 1420)818	
1	"A" Frame for snow plow				
7	Tractor blades-cast iron-"Roto Wi	ng Co"—sno	ow plow-Walte	r3	
	Homelite Self-Priming Pump-comple	te with hose	es—Model 23S-2	-1, Ser. #27	5710
1	Chain Hoist 1½ Ton "Yale & Town				

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THE PORT OF NEW YORK AUTHOBITY

DEPARTMENT OF AUDIT AND CONTROL

INVENTORY OF NEWARK SEAPORT

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_		LOCAL	tion		· Date Aug.	14, 1947
Department AUTOMOTIVE EQUIPMENT		tment AUTOMOTIVE EQUIFMENT			Serial	No.
ζ	Juan.	Description	Cost	Model	No.	(City)
	1	(Dodge Dumper Truck 1946 ((6 cyl. motor-2½ cu. yd. capacity	\$1,985.00	1946 WF31	81395280 T118 - 178377	172 A
	1	(DeSoto 5 passenger 1939 (6 cyl. motor		S-6	5641111 S-68339	4 7
	1	2 Wheel Fire Trailer Pump Unit. (M Pump capacity 500 gals per minute	. <u>FAA 00</u>			
	1	Trench-Marine Pump Type 337 E	ng. #3307 2 h.	p. Size 2 Moo	del 0 Gasoli	ine
	1	Johnson Outboard Motor LS 38 Se				
	1	Boring Outfit "Dugal" #2 (Sound		Volts 220-440	60 Cycle	
	1	Mundy Hoist (New) "Brown & Sit 15 h.p.	es" #1936—Ele	ctric—G-E Mot	or Model KF	(365
	1	Bowser self measuring pump with 65	gal. tank			
	1	Induction motor Starter—Fairbanks	Morse-Type 0-	_COR_#53823	3: 220 ⊽. 60	cycle
	1	Induction Motor #177328-Type H1	0—Frame 860—:		ts 50 cycle.	
-	1	Winch—"International Hoist" #18	31—hand operate	Drum d—Size 8″—200) ft. ¼" cable	e on winch
=	-1	"McMyles"—Interstate Terminal T with a 1½ yd. Grab Bucket	ravelling R.R. C	rane—Ser #363	-Contract	#BC3359
	1	Toledo Scale—platform—35 Ton—w	ith self registeri	ng boom.		

THE PORT OF NEW YORK AUTHORITY

Department of Operations

INVENTORY-NEWARK AIRPORT AS OF AUGUST 6, 1947

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Location TOOL ROOM (Bldg. 506)

1' His 1 - 4

Dog Partie and

Quantity	Description
1	Wrench-Ratchet-#73 (Snap On) 38" Long
2	
2	Jacks-"Universal Screw" #10-10" Overan Int
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-191/4" Wide (Metal)
11	12 Panes
2000 Ft.	Cyclone Fence-4' High
25 Ft.	Congrete Mesh-2" x 4"-4' High
25 FC 16	Dast_Composition_Electric_3/2" I 0
10	Dest Composition-Electric-2" I 272
3	Duct-Composition-Electric-Els-4"-41/2"
3	Overall
2 Reels	Barh Wire
	Borb Wire Brackets-Sq. Base-For Fence
110	ov - 5' Wire Fence Post Bracket Pipe
17	Pressed Steel Feuce Posts-5' Long & Fittings
57	Tomethe Miss Fence Railing
22	Roller-Road-27 Dia36" Long (Home Made)
1	THARCE THAR THE -

PA2213

TIERRA-A-018526

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GARAGE

Quantity	Description	
2 1 1 1 1 1 34 Gal. 1 1	Tar Pails—8 Gal. With Spouts Vise—Blacksmith—40" Overall—6" Jaw Spray Gun—Oil CO-2 Fire Ext.—15 lbs.—#12041 Wrecking Bar—44" Mall—8 lbs. Oil Can—Spout Type—1 Gal. Yellow Paint Pipe Chain—34" to 3" 2 Gal. Oil Can—Spout	

OUTSIDE GARAGE

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Hay Rake-2 Metal Wheels-9 Wide-Condition ?

BUILDING #510

Closet Bowls-Unmounted-Army Equipment Sinks-Unmounted-Army Equipment Flush Tanks-Unmounted-Army Equipment 100 lb. Bags Bock Salt Double Porch Chair-52" Long x 27" Wide-Wood Sewer Cleaning Buckets
Cyclone Fence Gates-14" Wide 10 High Wood Hinges Window Frames-42" Long-32" Wide-Wood- 2 Pane Window Frames-52" Long-26" Wide-Wood-
4 Pane Screen Door-Wood-2 Panel 7' High-39½" Wide Handles-Sledge Hammer-36" Snow Scoops-2' Long-11" Wide Grass Bakes-Wood-Damaged

PA2214

.
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	Ноев56″
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-71/2"-3 Sheave-250" hope-Ap-
	prox%"
1	Pair Rope Blocks-5½"-1 & 2 Sheave-100' Rope- Approx-%"
•	Snow Shovel-Long Handle-18" x 14"
8	Garden Forks-10" x 7"-10" Long
4.	Hay Forks-64" Long-7" Wide
2	Round Point Long Handle Shovels-60" Long-9"
19	Wide
23	Flat Shovels-Long Handle-60" Long-16" Wide
10	Diaka
2	Barring Block Tampers-34" High-18" Handle
10	Chart Wandle Round Shovels-10" Wide-30" LOUK
12	Short Handle Sonare 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	MallWood7" DiaWorn
1	8 lb. Sledge
10	Sickles
4	Steel Tampers
20	Wicket Type Runway Reflectors (Markers)
4 V	

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Quantity	Description
3 .	Crow Bars-60"
1.	Chain Tong-48"
1 -	Screen Door-80" x 26"
2	Screen Door-80" x 31" Pipe-Fence Post-48" Long-2" Dia.
18	Pipe-Fence Post-so Long
34	Transite Duct-3" Dia10' Long
7	Transite Duct-3" Dia7' Long
2	Transite Duct-3" Dia41" Long
1	Transite Duct-3" Dia25" 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 Metal Grill Bail Guards (From Admin. Bldg.) 89"
6	
	Stainless Steel Screen Frames (From Autom. Didgit
18	
	Stainlass Steel Screen Frames (From Aumin 2008)
8 Sets	
_	61" Long 15" Wide-Imigou Stainless Steel Screen Frames (From Admin. Bldg.)
4 Pcs.	and the second
	26 ¹ / ₂ " Long Stainless Steel Screen Frames (From Admin. Bldg.)
1 Pc.	38" Long 18" Wide
CABP	ENTER SHOP (Bldg. #510)—All Hardware Salvaged
	-1/6 H P.
1	Electric Grinder-1/6 H. P. Wood Block-3 Sheave-1" x 6½" Sheave
1	Wood Block-1 Sheave-11/2" x 51/2" Sheave
1	- $+$ $+$ $+$ $+$ $+$ $+$ $+$ $+$ $+$ $+$
1	Wood Block-3 Sheave-%" x 6" Sheave-(Broken) Wood Block-3 Sheave-%" x 6" Sheave-(Broken)
1	Wood Block-3 Sneave-74 10 Shows (
1	Shackles-1" Stock With Pins
1 .	She alalas _3/" Stock WIII FINS
2	Shackles-1/2" Stock With Pins
2	-

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Quantity	Description	•
1	Shackles-1/2" Stock No Pin	
1	Shackle%" Stock No Pin	• .
8 Doz.	Sheets Sand Paper	•
3	Yale Night Rim Springlatch (New)	· ·
500	¾" Acme Fastener	•
500	5%" Acme Fastener	
500	%" Acme Fastener	
500	1/2" Acme Fastener	
20	Boxes Assorted Wood Screws	
1	Pipe Cutter-3"	•
2	Long Handle Shovels	•
1	Long Handle Push Broom	
180	Casement Window Screens-19" x 16%"	
4	Wood Doors 7' x 35 ¹ / ₂ "	
2	Screen Doors-7" x 291/2"	
1	Wood Door-With 1 Glass-7' x 36"	
5	Wood Doors-7' x 311/2"	
1.	Wood Door-7' x 271/2"	
4	Metal Doors-7' x 311/2"	
1	Metal Door-7' x 271/2"	
1	Metal Door-7' x 2734"	
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 311/2"	
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.	3/4" x 10"12"	
6 Pcs.	3/4" x 10"—12'	
4 Pcs.	1/2" x 10"-12'	
3 Sheets	3/4" Plywood—Fir-4' x 8'	

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Quantity	Description	······································	
1	Step Ladder 8'	•	
1	CO2-Fire Ext15 lbs.		
1	Bench-6' Long-9" Wide-171/2" High		·
F			
OUTSIDE		T''	. – –
15 Yds.	Trap Rock	• · • •	-
20 Yds.	Cow Bay Sand	· • ·	
400 (Approx.)	Common Red Brick		
10 Yds.	¾" Gravel		
Location BUIL	DING #506-TOOL ROOM	. :	:
11 FL	Hose—¼"—Air		
1	Pump-Water-Chevrolet (1939)		
1	Distributor-Delco Remy-1111506-Comple	ete —	-
_	Used		
1	Extra Cap For Distributor-#1111506		
200	Pins-Cotter-Assorted		• ·
1	Funnel-Galv6"		
1	Can-Oil Spring-1/2 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.	,	*
ī	Kit-First Aid-"Davis"-#24		
35	Blades-Hacksaw-12"-18 Teeth		
1	Property High Power-#908-" W186"	a •	
3	. Frames-Hacksaw"Star" #20Pistol	Aub	
2	Files Mill 12"		
3	Hammers-Ball Pene-11/2 lbsWood Hay	adies	
2	Saws-Hand #8-2534" Cross Cut-New	•	
2	Covers-Bearing-41/2"		
10 lbs.	Putty-In Oil		
1	Jack-Hydranlic'Standard' #SADU65		
2	Guns-Grease-"Alemite" #6637-Zerk		:
			•.
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PA2219

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Location NINTH PRECINCT-ELECTRICIAN'S OFFICE

Quantity	Description
	Twin Outlet Textolite-GE #2679
9	Switch Brown-3-Way-GE #2514
6	
1 Roll	Tape Varnished—"4" Ammeter—Clamp on—Type AK-I—60 Cycles—Model
1	RAKTAAAL
	Glumtal-Gloss Black-GE #1224
1 Gal	alumtal Thinner-41 #1300
1 Gal	
190	Fuses-Ping-30 Amp
50	
~~	250 V Fuses-Cartrage-Renewable-K&E-60 Amp
20	
••	250 V Fuses-Cartrage-Renewable-K&E-100 Amp
10	250 V
	250 V Fuses—Cartrage—Renewable—K&E—150 Amp.—
6	250 V
	250 V Fuses-Cartrage-Benewable-K&E-200 Amp
4	
	250 V Fuses-Cartrage-Renewable-K&E-400 Amp
4	
	250 V Fuses-Cartrage-Renewable-K&E-600 Amp
4	
100	
100	Fuses-Renewals-Links-K&E-60 Amp250 V Fuses-Renewals-Links-K&E-100 Amp250 V
200	Fuses-Renewals-Links-K&E-100 Amp250 V Fuses-Renewals-Links-K&E-150 Amp250 V
50	Fuses-Renewals-Links-K&E-100 Amp250 V Fuses-Renewals-Links-K&E-150 Amp250 V
25	Fuses-Renewals-Links-K&E-200 Amp250 V Fuses-Renewals-Links-K&E-200 Amp250 V
25	Fuses-Renewals-Links-K&E-400 Amp250 V Fuses-Renewals-Links-K&E-400 Amp250 V
30	Fuses-Renewals-Links-K&E-600 Amp250 V Fuses-Renewals-Links-K&E-600 Amp250 V
10	
18	
18	S
20	Socket-Weather Proof-Pigtail
100	Cube Taps
17	

Quantity	Description
30	Reducers-Mogul to Medium
1	Reducers-Mogul to medium Electric Drill-"Thor"-Size UBD 3%"-Model 4201
•	
1	Electric Soldering Iron (IE #291889-225 V-20 V
50	Screw Anchor 1/4"
35	Screw Anchor 3/8"
4	Sew-Hole-14"
1	Carbon Motor Brushes #53-(1 Set)
2	Transformer-Flood Light-WX-15KV2A-
•	60 Crales
20	Fluorescent Lamp Starters—FS 2—20 W
50	THE ARGENT TOWN STRITERS-FO THE IV II
20	Lamp Holders Starter Socket-000 W-200 V
30	Sockets—GE ± 2262091
3 Pts.	al what Compare 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	Ding Cons_Textile-UL = 2013
8	Rolls Scotch Tape-Electrical 74
1 Roll	
6	Switch_Enclosed Tumpler-3-Way-15 1010
7	Plate Switch Brown-PS 91011
9 Rolls	Friction Tape "4"
9 Rolls	$\mathbf{T}_{\mathbf{r}}$ then $\mathbf{T}_{\mathbf{r}}$ and $3'$
20	Switch Brown—Textolite—Single—GE #2841
25	Rubber Plug Caps
100	Rubber Plug Caps Socket Plugs Intermediate Composition-#9650
100	
1	Thester Floatric Chrolax-200 V-1 IX 1 - 00 07 00
1	Desk-Oak-7 Drawers-30 x 00
1	Desk Chair-Swivel
25	Desk Chair-Swivel Adaptors-Line Mat # AL630X1-Bartow Light
6	
6	Fluorescent Lamp Balast-Double 40 W-110V-
•	1.85 Amp.

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Quantity	Description
6	Fluorescent Lamp Balast—Single—40W—118V— 0.50 Amp.
	ELECTRICAL STORES-BOILER ROOM
32 11 24 102 60	500W—120V—Lamps—Clear Lamps—Flood—1000 W—125 V—Clear Lamps—Traffic Signal—60 W—120 V—Clear Lamps—60 W—125 V—Clear Lamps—Multiple Prefocused Base—40 W—120 V— Clear
22 67 12 108 96	Lamps-300 W-120 V-Clear Lamps-100 W-120 V-Clear Lamps-150 W-120 V-Clear Lamps-75 W-125 V-Frosted Lamps-Airport Approach Prefocused Base-200 W
120 222	Lamps—25 W—125 V—Frosted Lamps—Airport Approach—Multiple—Prefocused
36 34 250 2	Lamps-Traffic Signal-40 W-115 V-Clear Lamps-40 W-125 V-Frosted 325 Lumen-Series-Airport Marker-Clear Mogul-T-20-By Post-1000W-30V-Clear
1 1 9 12	Mogul—By Post—1500W—527—500 Lamps—40W—120V—Amber Lamps—40W—120V—Green
25 2 8 23 18	Flashing Signal Lamp-13V-0.0 Amp. Clar Fluorescent Lamps-40W-White Delineators (Reflector) Blue Globe-7" High-4" DiaFresnel-Clear (Runway)
12 18 10	Globe

PA2222

Quantity	Description
2	Globe-5" High-314" DiaFresnel-Clear
3 2	Globe-41/4" High-23/8" DiaClear-Inserts For
4	Al - Alaban
2	Globe-41/4" High-23%" Dia-Green-Inserts For
2	Ahove Globes
٩	Globe
1	$\alpha_1 = \alpha_2 = \alpha_1 = \alpha_2 = \alpha_1 = \alpha_2 $
6	Crouse-Hinds-Bases-6" Dia-84" Long-Screw
27	Type Bulb
	$234'' = 214'' = 360^{\circ} = 45640 = Blue = Inserts$
10	$23/n = 21/n = 360^{\circ} = \pm 5640 = 0$ (reen = 10 serts
5	234// = 21/."-180°
20	3% x 21/2"-180°-Assorted Colors-Inserts
9	Relay-30 AmpLexington Electric
4	Electric Heater-Reflector Type-12"
1	Varnish
3 Gals.	Soldering Paste
8 Cans	Tantonna Oil-Bed
3	Pull Lamp Holder Outlet Box-250W-250V
6	Olabor Bod - For Above Lantern
6	The start and th
6	Receptacies For 34 Outlet Box-250W-
10	
	250V Keyless Lamp Holders For 3¼" Outlet Box—250W—
3	250V
	Plug Fuses-20 Amp.
35	Junction Boxes-Conduit
8	D-C Ammeter-1-10
1	π_{-1}
1	and a like (Desferred Type)
10	GE Sockets (Prefocused Lype) and Crouse Hinds-Runway Marker Lamp Assembly-
10	Crouse Allas-Runway Later I
	L-9—Complete Switch Box—''Russel & Stoll''—Cat. #4411S2
1	Switch Box—"Russel & Ston Transformer—"Sola" Cat. #95269—40W
1	Transformer
1	Level-"Goodall-Pratt"
24	Bars-Solder-1 lb.
1	Transformer-Box-110V-60 Cycles

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Quantity	Description
1	1/2 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-1/2"-1 Length-Coupling-
	1 End Only
10	1" x 3" Pipe Nipples-Galv.
10 Boxes	Hotmold Cleat Receptacles—Brown Cat. #M9113
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"
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 31/2"-#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 BW
200 FL	#14 Wire-White-Type BW
200 Ft.	Snake-3/16" x 1/16"
26	Rubber Gaskets For Runway Lights-5" Size
14	Rubber Gaskets For Runway Lights-8" Size

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57

Quantity	Description
1	1 Gal. Oil Dispenser—Flex. Spout & Press. Valve
1 1	4" Vise
1	6' Step Ladder
1	Extension Ladder 20'
1	PIM Reflector-14"
16	Colored Screens-Red-Runway Approach
42	500W-125V T20-Lamps-Clear
120	TOST 11577 ATO LOTTOS WTOSTOC
8	50W-115V Als hamps-from Electric SE2- 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
ĩ	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
1	Hand Oiler-"Gem"
1	Search Light-2 Batteries
1	Screw Driver-10" Lamps-60W-120V-Traffic Signal
30	Lamps-Clear-6.6 Amp325 LUAirport Marke
12	$T_{1} = 0.00 = -500 W = 120 V$
1	Tomm Clear_66 Amp200W-Airport Marker
2	Gasoline Blowtorch-"'Clayton & Lampert''

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Quantity	Description
2	Lanterns-"Mario L Power"
2 Pr.	Lineman Protector Gloves-10 Volts
	CONC. BLOCK STOREROOM
·.	Emergency Runway Lighting
7 Beels	Wire
4	Trunk Lights (Markers) With Hoods
1	Beel Carrier
1	Manhole Cover-221/4" 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	Bocker 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 Boll	Tar Paper
	Pump House
1	CO-2-15 lbs. Fire Extinguisher-Type A
	ELECTRICAL STOREROOM-BUILDING 65

200	Lamps-6.6 Amp1020 Lumen "Airport Marker"
360	Prefocused

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59

54Lamps-10W-105V1Transformer-Cat. #241-001-028B-Jefferson Elec. Co.41Porcelain Reflectors-10½" x 9"-1½" Hole8Globe-Glass-223-Hollaphane120Aluminum Fixture Bing-5" Dia.120Aluminum Fixture Bing-5" Dia.1"Cronse-Hinds"-Flood-Type LCA-Cat. #404844"Cronse-Hinds"-Flood-1000W-Cat. #42932X- Type ADE1"Cronse-Hinds"-Flood Type-LCE-Cat. #41160 -1500W105 Pes.Frosted Bib Glass-19" Long-14" Wide-14" Thick52 Wire Pot Heads2Loud Speakers-Public Address System4Dome Type Ceiling Light Fixtures-Large-Removed From Admin. Building2Dome Type Ceiling Light Fixtures-Small-Removed From Admin. Building17Red "Hollaphane" Globes-6"8Clear "Hollaphane" Globes-6"9Green "Hollaphane" Globes-6"8Clear "Hollaphane" Globes-6"9Globe-Marine Type 5" Deep-Hollaphane21Globe-Marine Type 5" Deep-Green11Lamps-100W-220V-Clear12Lamps-100W-230V-Clear13Hanger Fixtures-16" Pipe Length-Removed From Admin. Bldg.13Reflectors-14" Porcelain Admin. Bldg.13Reflectors-14" Porcelain14Lamps-3KW-32 Volts-Type T323(Edwards) Bells-6"	Quantity	Description
1 Transformer-Cat. #231-001-0281-00000000000000000000000000000		Lamps-10W-105V
Elec. Co.41Porcelain Reflectors-10 $\frac{1}{2}$ " x 9"-1 $\frac{1}{2}$ " Hole8Globe-Glass-2223-Hollaphane120Alnminum Firture Bing-5" Dia.11"Crouse-Hinds"-Flood-Type LCA-Cat. #404841"Crouse-Hinds"-Flood-1000W-Cat. #42932X-Type ADE1"Crouse-Hinds"-Flood Type-LCE-Cat. #41160105 Pcs.Frosted Bib Glass-19" Long-14" Wide- $\frac{1}{4}$ " Thick52 Wire Pot Heads2Loud Speakers-Public Address System4Dome Type Ceiling Light Firtures-Large-Removed From Admin. Building2Dome Type Ceiling Light Firtures-Small-Removed From Admin. Building17Red "Hollaphane" Globes-6"8Clear "Hollaphane" Globes-6"9Green "Hollaphane" Globes-6"43Globe-Glass-5 $\frac{1}{2}$ " Deep-Hollaphane21Globe Marine Type 5" Deep-Green11Lamps-500W-220V-Clear2Lamps-500W-220V-Clear3Hanger Firtures-16" Pipe Length-Removed From Admin. Bldg.13Hanger Firtures-10" Pipe Length-Removed From Admin. Bldg.13Reflectors-14" Porcelain Reflectors-24"-Porcelain2Lamps-400W-Type H1-Mercury Lamp5Reflectors-24"-Porcelain2Reflectors-24"-Porcelain		Transformer-Cat. #241-001-028B-Jenerson
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 Globe-Glass-2223-Hohapane Aluminum Fixture Bing-5" Dia. "Crouse-Hinds"-Flood-Type LCA-Cat. #40484 "Crouse-Hinds"-Flood-Type LCA-Cat. #42932X- Type ADE "Crouse-Hinds"-Flood Type-LCE-Cat. #41160 -1500W Pcs. Frosted Bib Glass-19" Long-14" Wide-¼" Thick 2 Wire Pot Heads Loud Speakers-Public Address System Dome Type Ceiling Light Fixtures-Large-Removed From Admin. Building Dome Type Ceiling Light Fixtures-Small-Removed From Admin. Building Red "Hollaphane" Globes-6" Glear "Hollaphane" Globes-6" Globe-Glass-5½" Deep-Hollaphane Globe-Marine Type 5" Deep Green Globe-Marine Type 5" Deep-Green Lamps-400W-220V-Clear Lamps-1000W-230V-Clear Hanger Fixtures-16" Pipe Length-Removed From Admin. Bildg. Hanger Fixtures-10" Pipe Length-Removed From Admin. Bildg. Hanger-14" Porcelain-Fiat Type Hanges-3KW-32 Volts-Type T32 Hanges-3KW-32 Volts-Type T32 Hanges-3KW-32 Volts-Type T32 	41	Porcelain Reflectors-101/2" x 9"-172" Hole
120 Aluminum Fixture Enig_ Just. 1 "Crouse-Hinds"—Flood—Type LCA—Cat. #40484 4 "Crouse-Hinds"—Flood—Type LCA—Cat. #42932X— Type ADE 1 "Crouse-Hinds"—Flood Type—LCE—Cat. #41160 —1500W 105 Pcs. Frosted Rib Glass—19" Long—14" Wide—14" 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" 8 Clear "Hollaphane" Globes—6" 9 Green "Hollaphane" Globes—6" 8 Clear "Hollaphane" Globes—6" 8 Clear "Hollaphane" Globes—6" 9 Green Glass—5½" Deep—Hollaphane 21 Globe—Glass—5½" Deep—Green 11 Lamps—400W—220V—Clear 2 Lamps—1000W—220V—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—13" Porcelai		Clobe Glass 2223 Honaphane
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12 Lamps3KW32 VoltsType T32		Pofestors-18" Porcelain
AT (TI I de) Belle6"		Lamps-3KW-32 Volts-Type T32
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Quantity	Description
	Lamps-Sodium Vapor-Type NA12
15	Lamps-3KW-32 Volts-Flood
2	- = $-$ = $ -$
9	Lamps-500W-250 Volta TransformerWestinghouseStyle 248292
12	
_	
2	Transformer-Sola-Style 943267-60 Cycles-
2	6.6 Amp.
	(Deflectory)
39	#12-2400 Volt-Lead Covered-Single-Jute Out-
8000 Ft.	The All Line The Micro LANSING
	"Bartow Beacon"—High Intensity (Runway) AAD1
6	Switch—Safety—60 Amp.—250 Volts
1	Switch-Safety-00 Amp. 250 Volts Switches-Safety-30 Amp250 Volts
2	Switches—Safety—So Amp.—250 Volts
1	Switches—Safety—100 Amp.—250 Volts Switch—Safety—100 Amp.—250 Volts
8	Ring—Forflush Light—#HOP1908
3	Lens-"Bartow"-Ald 290Y3
7	Lens-(Inner) "Bartow"-Ald 290Y2 Lens-(Inner) and and 201Y3-Yellow
3	
6	
16	Socket-Brass-With Fighting (201 01211 010
10	
11	Lights) Transformers-G-E''IL'' Cat. #32723Y06.6
11	
44	Transformers-Westinghouse-2.9 Amps. 200 , one
11	Dear Condition
4	a to to the Madaral FileCille Low Line
1	
1	Relay-3-Pole-60 AmpFor Flush-Light-#1613 Cover-"Crouse Hinds"-For Flush-Light-#1613
5	Hadroeide
10 Gals.	Canvas-35" Wide-(Approx.)
200 Ft.	The second of the second secon
+	
12	Old Style Boundary Lights & Lever Style #888960 Contact Light-"Westinghouse"-Style #888960
1	T_{1} T_{2} T_{2
1	Winch-Hand Operation 16 Cwt. Single Line-"Dobbie"
	16 CWT. SILLKIE LILLE DETER

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Quantity	Description
1	Panel Board-Power & Light-Westinghouse-With
•	Cabinet-57" x 20"
16	Bunway Marker-Snow Light-Crouse Hinds (4-
	With Fittings)
4	Tarpaulins-Rope Bound-Size!
24	Canvas Cones-Emergency Lighting-Runway Light-
•	ing—11¼" High
7	Bags-Line-Agricultural
200 Ft.	Cable #8-600 Volts-BXL-Two Conductor
500 Ft.	Cable #4Weather 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-1/2"-Extra Flexible-Galv. (Approx.)
2	Floodlight-Crouse Hinds-Cat. #40827-Mounted
	on Stand-200W
1	Radiator-1 Section-26" High-49" Long
1	Badiator-1 Section-26" High-321/2" Long Badiator-1 Section-291/2" High-5" Long
1	Radiator-1 Section 24" High-31" Long
1	Radiator—1 Section—24" High—31" Long Gaskets—For Door Frames—Cat. #KL5242
50	Gaskets-For Door Flames-Cat #KI.6456
20	Gaskets—For Cover—Cat. #KL6456 Globes—Misc.—Removed From Admin. Bldg.
62	
1	Star For Xmas Tree String of Lights For Xmas Tree—About 100 Sockets
1	Marine Type Globe Protectors
10	Assorted Color Lamps for Xmas Tree
1 Box	300W-Lamps-120 Volts-PS-35-Clear
66	1000W-Lamps-120 Volts-PS-52-Clear
18	1000W-Lamps-125 Volts-G-40
12	10W Tempered Science Colors
120	300W-Lamps-120 Volts-PS-35-Medium Base
48	Heater-Electric-Westinghouse-Style #800409-
1	110 Volts-4000W

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		63
	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 Insula- tion-Single Solid-2400 Volts
	6000 Ft.	Cable—#12 (Old)—1 Conductor—Synthetic Insula- tion—Single Solid—2400 Volts
•	47 lbs.	Plastic Elastic Gum
	1	5 Gal. Safety Can
	18	Cones-12" (Snow Light)
	27	Carbon Sticks-% x 20-Arc Lights
	300 Ft.	Conduit Fibre-3"
	1	Waste Can—With Cover—21" x 16"
	Location TR	ANSFORMER VAULT BOOM
	6	Screen Door-71/2' High-29" Wide
	1	Screen Door—7' High—40' Wide
•	` 1	Screen Door—5½' High—36" Wide
		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 1
	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
-		Beels-Condition f
	800 Ft.	#8 Solid Duplex—600 Volts—Armored Parkway Cable—On Reel—Wood Reels—24"

PA2230

ADMINISTRATION BL	DGTOWER & HALLWAIS
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VC

Quantity	Description
	Table-Aluminum-Wood-18" Wide-27" High-
1	
	26" Long
3.	Chairs—Folding—Wood Table—Oak—1 Drawer—24" Wide—30" High—
1	
	36" Long
1	Electric Heater-#115382-"Young"
1	Porch Chair-Wood
1	Flag Pole-12' x 11/2"
1	Skylight Pole-9
1	TurnstileCoin Operated
1	Turnstile 'Perey''
1	Push Broom-24"
1	Ladder-Window Cleaner-2 Section
1	Radio-G-2-Model A82-Beceiver
1	Pavement Axe
2	Long Handle-Square-Steel Shovels-61" Long-
	10½ Blade
1	Мор
1	Mop & Handle
·.	UPSTAIRS WAITING ROOM
	"Mansfield" Chair—Tubular & Blue Leather
5	(Alfonsfold)' Double Chair-Tubular & Blue Leath
1	um_:_1_ AP Trabular_Red Leather-No arms
4	
6	"Triple A" Tubular-Red Leather Tables-18" x 2
4	+ 961/4/
~	Ash Receivers-Blue Leather-Sand Top-Dia. 104
6	
_	Refuse Receptacic—Tilt Top-Metal
1	CO-2-15 lb. Fire Extinguisher
1	Fibre Waste Container
1	Paint Brushes-3"
2	LAUT DINAMES .

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WEST WING-2ND FLOOR

Quantity	Description
1 2	CO-2—15 lb. Fire Extinguisher Garbage cans—Metal
	EAST WING-2ND FLOOR
1 2 1	CO-2—15 lb. Fire Extinguisher Folding Chairs—Wood Garbage Can—Metal
	WEST WING-MAIN FLOOR
2 1	Planks (Painters) 2" x 10" x 16' Ash Receiver—Sand Top—13" High—11" Wide— Black Metal
1 1	CO-2-15 lb. Fire Extinguisher Ash Receiver-Sand Top-20" High-10" Dia Black Metal
1	Black Metal 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	So High-14 Hong Refuse Receptacle-Swing Top-42"-11½" Sq Metal (Two are one foot shorter) Ash Receiver-Sand Top 20"-10" DiaBlack Metal
1 4 12	Ash Receiver-Sand 10p 20 Tubular Arm Chairs-9 Black Leather-3 Red Leather

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ELECTRICAL STORAGE ROOM-MAIN FLOOR

66

Quantity	Description
Quantity 98 15 31 40 48 10 85 12 2 70 57 40 31 58 1	Lamps-T12-40W-Fluorescent-White Lamps-500W-125Volts-Flood-Mogul-Clear Lamps-200W-125 Volts-Standard-Clear Lamps-75W-125 Volts-Standard-Frosted Lamps-150W-125 Volts-Standard-Clear Lamps-40W-125 Volts-Standard-Clear Lamps-200W-125 Volts-Standard-Clear Lamps-500W-125 Volts-PS 40-Mogul-Clear Transformer-Fluorescent-G-E Lamps-100W-125 Volts-Standard-Frosted Lamps-10W-125 Volts-Standard-Frosted Lamps-75W-125 Volts-Standard-Frosted Lamps-75W-125 Volts-Standard-Frosted Lamps-150 Volts-120W-Standard-Frosted Lamps-60W-125 Volts-Standard-Frosted Lamps-60W-125 Volts-Standard-Frosted
1	Dich Transfer

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BOILER ROOM

1	CO-2-Fire Extinguisher—15 lbs. Lawn Mower "Reading Special"—Hand Operated—
•	16" Blade Rakes—Garden—Steel
2	Rakes-Garden Cortagethe
4	Hose
3	Lanterns-Dietz

THE PORT OF NEW YORK AUTHORITY Department of Operations

Inventoes—Neware Selfort as of August 13, 1947

Location-TERMINAL STREET STOREROOM

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Quantity	Description
370	Machine Bolts %" x 7" SQHD W. Hex Nuts
75	Mashing Bolts 54" x 23" SQHD W. Hex Muts
140	Machine Bolts 1" x 24" SQHD W. Sq. Nuts
225	Weehows C. I. Bevelled-1"
25	Machine Bolts 34" x 17" SQHD W. Sq. Nuts
300	Cut Spike ¾" x 18"
125	Staples-Iron-1/2" x 5"
600	Lock Washers-Steel-1/8"
300	Took Weshers-Steel-14"
57	Shackles-Iron-Pin Type-Misc. Sizes
300	Lock Washers-Steel 1"
	C Clamps—?"
2	C Clamps-10"
2 1	Walne Gute-Jenkins-2" 125 ibs.
	Machine Bolts-5%" Z 20"-SQHD.
8 7	$M_{\rm explicitly} = 3i'' \times 20' - SQHD.$
	The second Signe Iron J' X 19
4	Machine Bolts-%" x 17"-SQHD. With Nuts
15	Hook Bolte-56" X 12"
200	Machine Bolts-5%" x 12"-SQHD.
10	Rail Blocks-C. I31/2" x 31/2"
10	Carriage Bolts-5/8" x 12"
10	Teon Sheaven-12"
1	Machine Bolts-1" x 23"-SQHD.
7	T Hinge-Iron-10"
15	A
55 Gal.	Manhole Frmes & Covers-C. I14" x 14"
2	
600 (approx.)	

PA2234

. TIERRA-A-018547

Quantity	Description
200' (approx.)	%" Cable-Condition?
2	Gate Valve-Fairbanks-1"
2	Gate Valve-Fallballand (T1800 Hayoo) for Hayoo Grader
1	Gate Valve-Crane 2"-Condition!
1	Electric Motor (F-220V-15A, Type 101-1 Ville C
	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-Caynfa-Ball Bearing Ball Bearing-Bise 10"
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-1/2" x 14" Couplings-11/2" Pipe-Iron
20	Elbows-1½" Pipe-Iron
10	Roofing nails-1"
15 lbs.	Stone Pine Con-Galy-15"
1	Reducing Tees-21/2" x 3"-Cast Iron
4	Unions—1½"—Iron
6	Haione_316"-Iron
2	Valve-2" Globe-Ferreneoo-Condition ?
1 40 lbs.	1/11 Colm Wine
40 155. 2	Carrier Unit Heaters (One with motor) Type 203A
4	Series 34756-Condition 1
4	Cant Hooks
+ 7	Log Carriers
5	This Tendlog
1	Pressure Tank—Hauck—25 Gals. (For Kerosene
-	Burner)
5	Road Bombs
1	Fire ExtChilds-21/2 GalFoam
2	Grub Hooks

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Quantity	Description	
1	Pick-Clay	
1 . 1	Pine Vise-#73-Standard	
1	(3 Gal) Watering can	.
3 Gal	"Kilem" Liquid	
1	π , π , $1 = 10$ Kanned V	
50'	21/2" Rubber Lined Linen Hose-Condition	
1	Ternaulin-Size 7	
1	Vice-Universal-6" Jaw	
	-1.16 -1.16 -1.16 -1.16 -1.16 -1.16	
2	- A man Mana Scale #9 (Small Flattoring)	
1	Drill Press-Hand Operated-Champion 1 orge	
1		
3	Hand Cross Cut sawa—or Grinder—Hand Operated—On Stand—13" Wheel	
1 5	Scythe Handles	
	and Handles	
12	Cest Iron Frame for Locomotive Ben	
1	Door-Glass Paneled-7' x 34"	
1	Blades-Scythe	
5	num Hampenlin-Size I	
1	Hand Grinder-Bench-"Superior"	
1	$\alpha_{1} = 36.00 \times 34.000$	
24	$D_{align} = 14'' + 1'' - Machine DQUD$	
20		
115	-3 -3 -3 -3 -3 -3 -3 -3	
12	Traching Bolts-16" X 10"	
25	Marchine Bolte-8" X Si QULL	
10		
15	Machine Bolts-372 1 1 Length-177" & 1%" Wrench-Double End 41" Length-177" & 1%	
1	$\mathbf{r} = \mathbf{v} = \mathbf{T} \mathbf{r}$	
3	Assorted Straight Wrenches—Condition 1	
54	TT	
1	Wrecking Bar Machine Bolts-5" x 1/2"-SQHD	
100	Machine Bolts-14" z 1/2"-SQHD Machine Bolts-14" z 1/2"-SQHD	
25	Machine Bolts—16" x 1/2"—SQHD Machine Bolts—16" x 1/2"—SQHD	
20	Machine Bolts	
100	Machine Bolts—21" x 34" Machine Bolts—21" x 34"	
80	Machine Bolts 19" 7 3;"	
50	Machine Bolts—18" x 34"	

PA2236

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Quantity	Description
1	Scoop Shovel-#3-Short Handle
150	Carriage Bolts-3" x ¼"
25	Carriage Bolts-6" x 1/4"
50	Carriage Bolts-11/2" x 1/4"
4 0	Carriage Bolts-2" x 1/4"
100	Carriage Bolts—5" x ⁷ /s"
75	Carriage Bolts-3" x 1/2"
50	Carriage Bolts-1" x 1/2"
150	Carriage Bolts-5" x 1/2"
6	Carriage Bolts-9" x 3%"
75	Machine Bolts-3" x 34"
25	Carriage Bolts-10" x 1/2"
50	Machine Bolts-18" x 36"
30	Machine Bolts-31/2" x 3/4"
125	Machine Bolts—11/4" x 1/2"
12	Double Trolley "Wilcord" (For Sliding Doors)
1 25	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-71/2" x 1"-SQHD
25	Machine Bolts-31/2" x 34"-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 11/4"-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 34"-SQHD
8	Hydrant Caps-21/2".
70	Machine Bolts-21" x 34"-SQHD
21	Lanterns With Globes
13	Lanterns Without Clobes

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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	All Can-5 Gal
11	Fire Ext. "Guardian"-21/2 GalFoam Type
11	<u>A983179</u>
4	R.R. Crossing Sign-31" x 18"
1	Oil Can—1 Gal.
2	Drums-30 Gal
3	Funnels-Large
	Lubrication Oil-Quality?
5 Gal.	Meyer Mop Syringe
1	Kerosene Torch-Hauch
1	Screw Jack—Elliot #761/2" High
1	(Metal) Paint Mixers
11	Chipping Hammers-Track
4	Bale Hooks
10	Socket Wrenches—1½" x 2"
2	Ratchet Drills-Misc. Sizes
21	Timber Tie Rods
8	Cold Chisel With Handles
2	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
1	TTACE "U" Uninperiod
1	Axe Handle
1	Sledge Handle—36" Track Hacksaw Frame—6" x 14"
1	m la Trachan Frame-11" I 12"
2	Greenfield Pipe Threader-#2A-1" with Dies
1	Greenheid Fipe Inteddet

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Quantity	Description
4	Armstrong Pipe Threader-#3-3"-With Dies
1 1	Pipe Cutter-Holland #2-With Handles
1	Pipe Cutter-Holland #3-With Handles
18	Hydrant Wrenches-Misc. Sizes
	Hand Wood Augers-Misc. Sizes
12	Putty Knife
4 12	Paint Brushes—1/2"—Used
2	Paint Brushes-1"-New
2 6.	Paint Brushes-1/2"-New
3	Paint Brushes-6"-New
2	Roofing Brushes-5"-New
1	First-Aid Drawer-14 Units
1 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 Value-36"
1	Cellar Drainer Valve Assembly-Model R-Size =2
1	Gate Valve-2"-Good
1	Gate Valve-14"-Good
1	Gate Valve-2"-Poor
2	Safety Valves-2"-Poor
1	Safety Valve-14"Poor
1	Teom Galvanized 1" x 1" x 1" New
3	Ninnles-Galvanized-1" x 1" x 1"-New
3 ? ?	File Cabinots-Wooden-1 Drawers (UId)
- 1	Electric Heaters-Markel-Cat. #195K1-115V
20 Ft.	Copper Screening-30" Wide
1	Oil Meter-===================================
85 lbs.	5" Cut Spikes
95 lbs.	6" Cut Spikes
70 lbs.	21/2" Roofing Nails
100 lbs.	=5 Diamond Point Spikes
50 lbs.	20 P. Finishing Nails
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Quantity	Description	
200 lbs.	8" Wire Nails	
50 lbs.	4 P. Wire Nails	
120 Ibs.	8 P. Wire Nails	
375 lbs.	10 P. Wire Nails	
150 lbs.	6 P. Wire Nails	
110 lbs.	40 P. Wire Nails	
200 lba.	20 P. Wire Nails	
250 lbs.	Oakam	
1	Misc. Lot of Lumber-Most of which is new	_
1	Locker-Metal-50" High-21" Wide-2472" Deep	כ
3	Lumber Clamps-18"	
10	Street Brooms-16"	
103	Pick Handles	
100	Are Handles-36"	
200	Oak Wedges-Misc. Sizes	
100	Glober-Sprinkler Heads-100°	
70	Dietz-Victor-Lanterns-Clear Globes	
11	Sladra Hammer Handles36"	
2	The Targe TMAS Decorations WOLD	~
1	Ratchet Screw Jack-"Dun" #TSII & 1410-1	<u>U</u> .
	High 2" Rubber Water Hose—With Couplings	
100 Ft.	11/2" Rubber-Lined Linen Fire Hose-With Couplin	Igs.
4	(50' Lengths)	
5 Gal	Bad Oride Finish Cost	
20 Gal.	Black Paint-"OC"-Irvington Insulating Co.	
200 Ft.	Cable	
50	Track Picks	
1	Elbow-6"-90° Malleable Iron	
ī	Testing Pump-"Hender #3"-Air Pressure	
3	Pot Stoves-UMCO-#212	
1 .	Closet-Sands-Marine	
500 Ft.	11/4 Manilla Rope-Condition 1	
5	$\sigma_{\rm restriction} = M_{\rm rel} = 2^{\prime\prime} \times 15^{\prime\prime}$ With Handles	
1	Iron-Porcelain Sinks-24" Long-18" Wile-12	
—	High	

Quantity	Description
1	Iron—Porcelain Sinks—21" Long—13" Wide—12' High
2 1	Tarpaulin—Large—Size ? 1¾" Twist Drill—Straight Shank

Location YARD-SOUTH OF STOREROOM

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"Shed A"

1 1 2 2 100 Ft. 50 Ft. 2 1 1 1 10 1 2 27 1 2	Water Meter-"Trident"-2"-#670866 Water Meter-"Torrent"-2"-#1110707 Siamese-2½"-Fire Line Fittings Universal Coupling-Fire Line Suction Hose & Couplings-4" x 10" Water Hose-1½"-2½" to 1½" reducer on End Hose-Rubber Lined Linen-2½" with-3" Couplings Nozzles-Firehose-Iron-2½" Fire Ext. Safety Strap Siamese Fitting-2½" to 1½" Fire Hose Coupling-Iron-2½" to 5" Hydrant Spanner Wrenches Nozzle-Iron-1½" 3 Gal. Galv. Pails Hydrant Caps-2½" Axe Long Water Valve Wrenches
	"Shed B"
2 4 1 1 1 600 lbs. 80 lbs. 100 lbs.	2 Man Saws-62" Post Hole Diggers Track Level-10' Long Stove-Pot Belly-Large #20 U. S. Army Type Stove-Pot Space Heater-U. S. Army Type-#1 Anvil-Blacksmith-30" Nails-10 Penny-Wire Nails-50 Penny-Wire Nails-60 Penny-Wire

PA2241

Quantity	Description
100 lbs.	Nails8 PennyWire
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 Boller
6	Switch Scrapers-Long Handle
1	Chain Tong-6"
3	Rakes-Metal
1 Bundle	Sewer Plate Hooks
1	Metal Snatch Block-Single Sheave-11/2
2	#1 Track Jack-Buckeye
1	Oil Can—Pint
5	Street Brooms-Condition 1
9	Pitch Forks-"'Straining R. R. Gravel"-Condition 1
4	Shovels-Sewer-Condition !
1	Scythe Handle-Condition 1
2	Hoes—Condition ?
1	Ice Chopper-Condition 1
5	Bull Points-Condition
4	Chisels—Condition 1
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?

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Quantity	Description
6	Track Hammers-Condition f
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-61/2' 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-3/4" & 5/6" x 41/2"-Misc. Lumber
500 Ft.	1/4" Galv. Flexible Cable—On Beel
2	Sounding Chains
1	Recorder—Condition †
100 Ft.	Hose—Red—1″
2500 Ft.	Soil Pipe-6" Dia12" Lengths
4	Manhole Plates—21"
1	Manhole Cover—12"
	Planks-Pine-11/2" x 7" x 18'
10	Pine-2 x 4's-15' Lengths
7	Planks-11/2" x 91/2" 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

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Quantity	Description	
½ Keg	Lock Bolts	
1 Keg	Switch Point Protectors	
1 Keg	Switch Point Heel Block Bolts-34" I 8"	
1½ Kegs	Track Bolts—1" x 5"	
1 Set	Car Replacer	•
1% Kegs	Track Bolts-1" x 51/2"	
2 Kegs	Misc. Track Bolts & Spikes-6" to 24"	
1¾ Kegs	½" x 6" R.R. Spikes	
1/4 Keg	1" Nuts	
1 Keg	O. G. Washers-Dock	
1 Keg	½″ x 5″ Spikes	
1/2 Keg	Misc. Nails-6" to 8"	
2	Track Gauge	
31	Crow Bars-Condition	
2	mh Tache-Buckeye-Condition	
1	Bail Drill-Condition?-Socket Missing- with Drum	
25	Bail Tongs-Home-Made-Condition	
1	Timber Hook—For Crane	
2	Grab HooksFor Crane	
1	Hand Truck-Acetylene Tank	
6	Switch Plates-R.R.	
20	Tie Plates-R.R100 lb. Rail	
1	Chain Tongs-8" Pipe	
7	Scoop Shovels	
1	Square Shovel	
1	Wheelbarrow	
8	Timber Hooks	
1	Lantern-Kerosene-''Log-Nob''	
6	Bakes	
12	R.R. Picks	
20 FL	3" Pipe-Black Iron	
50 Ft.	2" Pipe-Black Iron	
6	Pitchforks	
U	Misc. Scrap Metal & Tools	
11	50 lb. Rolls Braided Oakum	
1 Bundle	R.R. Tie Plugs	
1 Keg	7's" Lock Washers	

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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	48 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" 7 20" Sonare Head Machine Bolts-With Sq. Nut
1	Misc. Lot used Lumber-(Should Be Sorted)
	Shed #1
e	R.R. Switch Stand Connecting Rods
6	R.B. Guard Rail Clamps Complete
4	R.R. Switch Rail Braces
12 12	R.B. Switch Rail Brace Clamps
12 7	Crow Bars
	Track Level Board
1	
	YARD-SOUTH OF STOREROOM
8	R.R. Ties-Switch Timber-7" x 9" x 9
	YARD-NORTH OF STOREBOOM
	3" x 10" x 30'-Fir Lumber
90	6" x 8" x 10"-Pine Lumber
116 Pcs.	Ties-Switch Timber-6" x S" x 6'10"
27	Ties-Switch Timber-6" x 8" x 14'
38	Ties-Switch Timber-6" x 8" x 12'6"
12	Ties-Switch Timber-6" x 8" x 15'
12	Ties-Switch Timber-6" x 8" x 11'
6	Ties-Switch Timber-6" x 8" x 14'6"
5	Ties-Switch Timber-7" x 9" x 9
20	Ties—Switch Timber—7" x 9" x 10'6"
41	TI62-Dwitten Timper I To The

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Quantity	Description
14	Ties-Switch Timber-7" x 9" x 16'
17	Ties—Switch Timber—6" x 10" x 24'
38	⅓" 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-Batchet-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
3	Switch Points—18' Long—85 lb. Rail 1000 lb. Cap. Chain Hoists—Condition1
2	Universal Hoisting Block for McMyles Crane
1	#6 Frog-100 lb. Rail
1	Hand Car-B.R.
2	IARD—SOUTH OF STOREROOM—SHED #1
4	Bundles-R.R. Tie Plugs
1	Barrett ±1D Track Jacks
4 Kegs	9/16" x 5½" Track Spikes
5 Kegs	⅔" x 6" Track Spikes 7'8" Lock Washers
1/2 Keg	%" Lock Washers %" x 4½" Track Bolts
1/2 Keg 1 Keg	1" x 5" Track Bolts

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Quantity	Description		<u></u>
1 Keg	1" x 5½" Track Bolts		
1/2 Keg	%" x 5" Track Bolts		÷
20	1" x 20" Sq. Head Machine Bolts	•	
2	R.R. Grow Bars-1" x 6' 6"		
5	Rail Lining Jacks		
5 Pair	Timber Tongs		•
1	B.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.

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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	l'urpose	Expires	Annual Rental under Lease	Month to Month Rental	Kemarks
L M M M M M M	6/21/46	Air Cargo Transport	•	Hangar Space Space-Room #13 Administration Building #2 (303 5 eq. ft.) Space-Room #14 Administration Building #2 (258.8 sq. ft.) Space-Room #15 Administration Building #2 (111.0 sq. ft.) Vault Administration Building #2 (70.3 sq. ft.) Space-Room #121 Administra- tion Building (279.3 sq. ft.) Space-Room #232 Administra- tion Building (149.3 sq. ft.) Space for counter-Administra- tion Building (50.0 sq. ft.)	6/20/47	\$ 22,0XX1.00	\$ 50.58 43.14 18.33 29.30 46.50 24.88 8.34	Rate: \$5.00 per sij ft. per yrar
M Mod. M PA2248 M M M	3/ 4/33 5/27/43 5/ 7/41 pp 6/13/46	Airload Service, Inc. Airport Garage Airport Caterer, Inc. American Air Lines	Possession	 Building #503 (2400.0 sq. ft.) Land on Route 25 (.28 acres) Space-Room #211 Administration Building (164.0 sq. ft.) Hangar Space-Brewster Ilangar (00.946 sq. ft.) Ground Space (1.57 acres) "(1.37 acres) Spare-Room #108 Administration Building (439.4 sq. ft.) 	5/ 1/64	1,500.00 17,369.64	120.00 27.34 78.50 68.50 73.23	Rate: \$.60 per sq. ft. per year Per Rent Roll \$1,200.00 Annual Rate: \$.28½ per sq. ft. per year Rate: \$600.00 per acre per year

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Lease or Ifonth to Lanth (a)	Dais	Occupant	Commences	Purpose	Expires	Annual Rental under Lease	Month is Month Rental	Romarks
 M		American Air Lines		Space-Room #233 Administra- tion Building (227.0 sq. ft.)			\$37.83	
м		ad aa a d		Space for counter-Administration Building (442.5 sq. ft.)			73.75	
L M	12/ 5/46 12/ 5/46	Atlantic Central Airlines		Hangar #13 Space for counter—Administration Building (132.0 sq. ft.)	12/31/50 12/31/50		22.00	· .
L	1/21/42	C. A. A.		Space-Room #240 Administra- tion Building (622.0 sq. ft.)		1.00	50.00	
I.		dg 42 80		Service-Janitor, Light, etc.			•••••	
м		Caribbean-American	•	SpaceRoom #18 Administration Building #2 (198.0 sq. ft.)			33.00	
м		Carey Interstate Service		Space—Room #120 Administra- tion Building (176.8 aq. ft.)			29.47	
М		Colonial Air Lines		Space-Room #209 Administra- tion Building (167.9 sq. ft.)			27.98) 80.25	New Lease
м		84 8 4 84		Space for counter-Administration Building (481.5 sq. ft.)				
M M		Consolidated Air Service	:	Building #507 (800.0 sq. ft.) Space—Room #212 Administra- tion Building (169.0 sq. ft.)			40.00 28.17	Rate: \$.60 per sq. ft. per year
1. j	• 5/ 7/41	Eastern Air Lines		Hangar Space—Brewster Hangar (60,946 sq. ft.)		17,369.64		Raie: \$2835 per sq. ft. per year
	pp. 6/13/46}	44 44 4 4		Ground Space (1.57 acres)			78.50	Rate: \$600.00 per acre per year
м M		66 11 10 -		Space-Room #112 Administra- tion Building (446.3 sq. ft.)			74.38	
м		84 88 83		Space-Room #204 Administra- tion Building (172.6 sq. ft.)			28.77	
м		40 ¹ 86 48		Space-Room #236 Administra- tion Building (170.5 sq. ft.)			28.42 ', 72.20	
м		10 60 60		Space for counter-Administration Building (433.2 sq. ft.)			Percentage	1
м		General Service Col	h					
м		Lock Co. George Van Phote Service	D	Space—Room #25 Administration Building #2 (119.0 sq. ft.)			19.83	
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Lease or Month to Month (a)	Date	Occupant	Cummences	Purjose	Espires	Annual Rental under Lease	Month to Month Rental	Romarks
M		Hudson Air Lines (Air Cargo)		Space for counter-Administration Building (107.8 sq. ft.)			\$17.97	May be included in Air Cargo Lease
м		Independent Air Service		Space—Room #22 Administration Building #2 (118.0 sq. ft.)			19.67	
м		National Air Lines		Space-Room #101 Administra-			28.80	•
м		54 44 44		tion Building (172.8 sq. ft.) Space-Room #103 Administra-			19.93	,
M		as es 40		tion Building (119.6 sq. ft.) Space-Room #201 Administra-			40.50	New Lease
		1. 14		tion Building (243.0 sq. ft.) Space-Room #203 Administra-			35.50	
M		ag da 46		tion Building (213.0 sq. ft.) Space-Room #207 Administra-			27.00	
М				tion Building (162.0 sq. ft.)			10.35	
M				Space-Room #210 Administra- tion Building (62.1 sq. ft.)			91.60	
м		ad 85 ed		Space for counter—Administration Ruilding (549.6 sq. ft.)			91.00	
М		N. J. State Aviation Commission		Space-Room #208 Administra- tion Building (176.8 sq. ft.)			29.47	
м		** 11 ** ** 11 **		Space-Room #213 Administra- tion Building (235.0 sq. ft.)			39.17	
м		Northeast Air Lines		Space for counter—Administration Building (182.2 sq. ft.)			30.37	New Lease
M M		Northwest Air Lines		Land'Fie-down Space (1 acre) SpaceRoom #102 Administra-			250.00 35.23	Resolution passed—no signed lease
		44 48 44		tion Building (211.4 sq. ft.) Space-Room #205 Administra-			27.95	New Lease
M		ag 90 44		tion Building (167.7 sq. ft.) Space for counter-Administration			65.18	
М				Building (391.1 sq. ft.)			j	
М		Penn-Central Air Lines		Space-Room #114 Administra-			62.67	New Lease
м		(Capital) H H H		tion Building (376.0 sq. ft.) Space for counter-Administration			81.82	112M T4922
۱.	2/26/47	86 68 8 4	2/26/47	Building (490.9 sq. ft.) Post Office Building	2/25/4	\$2,300.00		Option to Renew (tenant) 1 yr.
м		Railway Air Express		Space-Rooms #117 & 118 Ad- ministration Bldg. (577.0 sq. ft.)			96.17	
ו. די	5/18/43	S & S Corporation	Possession	Land on Route 25 (.48 acres)	4/ 1/5	1,000.00		Per Rent Roll 7/1/47 .23 scres

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Lease or Month to	Data	Occupant	Commences	["yrpose	Espices	Annual Rental under Lease	Month to Month Rental	Kemarks
Month to Month (a) L M M I. L L M M M	Dote 5/ 7/41 pp. 6/13/46	Occupant Shell Oil Co. Slick Airways, Inc. Socony Vacuum Oil Co. Standard Oil Co. Transair, Inc.	Commences	Land-Plot #4 (1/6 acre) Space-Room #11 Administration Building #2 (145.0 sq. ft.) Land-Tie-down space (1.75 acres) Land-Plot #2 (1/6 acre) Land-Plot #5 (1/6 acre) Land-Tie-down space (3.50 acres) Space for counter-Administration Building (112.7 sq. ft.) Land-Tie-down space (1.50 acres) Hangar Space-Brewster Hangar (36,412 sq. ft.) Space-Room #113 Administra- tion Building (446.3 sq. ft.)	Expires	under Lease \$1,000.00 1,000.00 1,000.00 1,000.00	Rental \$24.16 437.50 875.00 18.75 375.00 74.38 27.79	Kate: \$28% per sq. ft. per year
M	5/ 7/41 pp. 6/13/46 1/21/42	U. S. Post Office Weather Bureau		 Space-Room #206 Administration tion Building (166.7 sq. ft.) Space for counterAdministration Building (371.4 sq. ft.) Hangar Space-Brewster Hangar (36,412 sq. ft.) Space-Room #107 Administra- tion Building (498.3 sq. ft.) Space for counterAdministration Building (383.3 sq. ft.) Space-Room #116 Administra- tion Building (654.7 sq. ft.) Space-600 sq. ft. on 2nd Floor Administration Building Service-Janitor, Light, etc. Ceilometer Operation 		10,377.48 1.0 660.0 747 Percentaj	61,90 83.05 63.97 109.12 0 10.00	i Rate: \$28¼ per sų. ft. per year
цж РА2251	11/ 5/4	5 Western Union Pay Telephones (N. Bell Telephone Co News Stand, etc.]. >.)				Percentag Percentag	

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Lease or Atunth to Month (a)	Daie	Former Occupant	Conimences	Purpose	Expires	Annual Rental under Lease	Month io Month Rental		Rem	arks	
				VACANCIES							
		American Air Express		Tie-down space (1 acre)			\$250.00	Out 5/1/47.	Last		
M M		и и и и		Room #235, Adm. Bldg. (128.3 sq. ft.)			21.38	Out 5/1/47.	"	÷ſ	4/1-4/30
••		A to The table		Tie-down space (1 acre)			250.00	Out 5/1/47.	•1	**	4/1-4/30
M		Air Freight		Room #16 Administration Bldg.			8.60	Out 6/1/47.	44	44	5/1-5/31
M		Air Line Service		#2 (51.7 sq. ft.)							
М		Air Lines Terminal, Inc.		Room #17 Administration Hldg. #2 (230 sq. ft.)			38.33	Out 4/1/47.	**	*	3/1- 3/3 l
М		Newark Air Service		Tie-down Space (1.75 acres)			437.50	Out 3/1/47.			
M		Northeast Air Lines		Room #237 Adm, Bldg. (136.1 sq. ft.)			22.68	Out 5/1/47.	Last	payment	4/1-4/30
м		Transair, Inc.		Room #202 Adm. Bldg. (317.0 sq. ft.)			52.83	Out 3/1/47.		**	2/1-2/28
м		U. S. Airlines		Tie-down space (1 acre)				Out 3/15.	Madi \$17	c one pa 25.00 1/1	yment of 3/15
				" " (1.50 acres)				Out 3/31.	Last	payment	\$125.00
M		Veterans Air Lines		Room #12 Adm. Bldg. #2 (205.0			20,50	Out 6/1.			5/1-5/31
м				sq. ft.)				· •		÷ ·	

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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.

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				80		Annual Rental	Month to Month	ı Kemarks
Lease or Month to Month	Dois	Occupant	Commences	Purpose	Espires	under Lease	Rental	
1.	12/ 1/37	Coastal Oil Co.		1.and (7.04 acres)	3/ 1/39	\$7,000.00		Option to renew for 21 years at 5% appraised valuation To change location of above lease
	1/31/38	85 68 89 68 84 18		Addl. Rental of land and option		-		Reported to be; Option on 0.88 acres
_	+12/30/41	an 1 44 46		Land (4.188 acres)	3/ 1/59	4,188.00		To run concurrently with lease of 12/1/37
۱.	2/ 7/47	C. O. Two Fire Equip-	10/ 1/41	Land on Route 25 (8.58 acres)	9/30/91	5,000.00		Option to purchase at \$10,000 per acre
Ι.	8/13/41	ment Co. 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 Kencwed L	(12/30/33 (8/10/43 (2/8/38		(1/ 1/44 (1/ 1/38 (1/ 1/44	Land (2.82 acres)	12/31/53	2,500.00		Plus \$375.00 per year wharfage
Kenewed M 1.	8/10/43 9/ 1/36	Natlian Raff Newark Tidewater Ter- minals, Inc.		Space for restaurant Land (136,171 acres)	* 8/31/51	50% of profits Min. \$100,000.0	, \$60,00 D	At present owned by Government, Newark to purchase for \$2,000,000, See Agreement with Economics
		Port Newark Independ	- 6/16/37	Land (1.30 acres)	6/16/52	1,950.00		Laboratory, Inc10/9/40 Option to renew for 5 years
Ι.	5/ 7/37	ent Trmls., Inc. Port Newark Independ		Land (1.4) acres)	9/30/52	2,115.00		-
L	5/.7/37	ent Trinis., Inc. Reliable Box & Lum		Land (2 acres) Building	8/31/52	2 5,000.00		
I.	5/18/31	ber Co.	1/ 1/34	Land (3.92 acres)	12/31/53	3 3,920.00		Per Rent Roll 4.93 acrus
L. Rengwed	12/30/33 7/19/43	Ripley Hopping, Inc. State Highway Commi	(1/ 1/44)	Land (3.55 acres)		1.00		
1. 1.	2/ 5/37	sion Swift & Co. Stulman-Emerick Lun	1/15/37	Land (17.936 acres) Desk Space	1/14/8	7 11,250.00	10.00	
м		ber Co. United Advertising C		5 Plots on Route 25 for Sign	30 day no	tice 1,000.00		
L	5/ 1/41 1/16/26			Boards	5/31/5	6 36,750.00		
L. Rentwiti		Co.	er 6/1/46	114971	•			

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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 annun. These rentals and charges are not being collected by the City at present. We have no agreement to cover option on 6.88 acres.

4/10/45

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EXHIBIT "E"

NEWARK AIRPORT

Accounts Becaivable 8-81-47

_	Air Cargo Transport Co. (includes Hudson Air-	
7-31-47	Air Cargo Transport Co. (Includes	\$1,992.62
	lines)	492.07
7-31-47	Airline Terminal Corp	331.86
6-1-47	Airload Service, Inc	3,365.92
7-31-47	American Air Lines, Inc	1,350.00
1- 1-39	Civil Aeronautics Adm	5,617.71
1- 1-47	Colonial Airlines, Inc.	105.17
7-31-47	Concolidated Air Service	3,835.41
7-1-47	Eastern Airlines, Inc	1,348.05
7-31-47	Articanal Airlines The second se	137.28
7- 1-47	NT T State American Commission	1,891.11
6-1-47	Nowthoast Airlines, Inc	35.54
8-31-47	Mansheroot Airlines Inc.	73.00
7-31-47	Deat Office a/o Penn Central.	333.33
5- 1-47	C & C Com	
8-31-47		
7-31-47	Gull Airmove Inc.	1,100.1 2
8-31-47	Second Vernm Oil Commence of the second seco	
8-31-47	Stondard Oil Co. of N. J.	2,000.01
7-31-46	Manager The	2,000.00
8-31-47	mana Cambhean Air Cargo Lines	000.00
8- 1-47	Meanscontinental & Western Air, Inc	1,000.11
	TT-ited Virlinge Inc.	, T ⁱ oziioa
7-31-47	The Photo Service	
4- 1-47	WT shan Duroop	
6-30-42		. 81.30
* 8-31-47	Western Union Telegraph Contraction	

NEWARK SEAPORT

	- 1010	573.78
1-31-42	Coastal Oil Co	942.98
3.31.47	Port Newark Industrial Term	10.99
-0.01.40	\mathbf{P}_{a} is a black of \mathcal{K} in the rest of \mathbf{C}_{a}	
10-01-14	Swift & Co	25.50
7-31-47	Switt & Co	

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.

88

EXHIBIT "F"

LIST OF CIVIL SERVICE EMPLOYEES

AB OF JULY 16, 1947

NEWARK AIRPORT

Tille	Salary	Name	Address	Appointed	Remarks
Airport Supervisor & Engineer (1)	\$6400.00	Armstrong, Archie II.	312 Chapalish St., Newark, N. J.	February 1, 1921	(1) Proposed title changes now be- ing processed to Airport Man- ager & Engineer
Assistant Airport Supervisor (2)	5400.00	Carson, Vincent A.	781 Sanford Ave., Newark, N. J.	July 15, 1923	(2) Proposed title changes now be- ing processed to Assistant Air- port 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	Reheis, Edward F.	322 Kerrigan Blvd., Newark, N. J.	September 24, 1929	
Telephone Operator-Grade 2	2200.00	Russo, Joseph P.	5201/2 ISth 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 Beimont 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 br.	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.	Lochrs, Henry	110 Seth Boyden Ter., Newark, N. J.	February 5, 1946	
Laborer-Class 2	1.34 br.	Minthorne, Walter	325 Montclair Ave., Newatk, 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	

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Laborer Class 1 2.50 Electrician Class 1 1.3 Laborer Class 2 1.3 Laborer Class 1 1.3 Laborer Class 1 1.3 Watchman Class 4 1.3 Watchman Class 4 1.3 Laborer (4) (4)	hr. U'Neill, Alexander		Appointed October 24, 1946 Angust 14, 1928 August 16, 1928 March 12, 1946 May 7, 1930 September 10, 1946 May 13, 1930 March 1, 1946	Remarks
aborer-Class I 1.34 aborer-Class I 1.34 aborer Tractor Operator-Class 4 1.54 laborer Class I 2.50 Electrician - Class I 2.50 Laborer - Class I 1.3 Laborer - Class 4 1.3 Laborer (4)	hr. O'Neill, Alexander hr. Perna, Frank hr. Rucker, Paul hr. Schaefer, Fred P. hr. Steckart, Frank J. hr. Uzzolino, Anthony hr. Winston, McKinley hr. Wolfe, Francis J.	520 N. 9th Street, Newark, N. J. 126 Spruce St., Newark, N. J. 89 Ann St., Newark, N. J. 333 S. 20th St., Newark, N. J. 279 Van Buren St., Newark, N. J. 69 Wright St., Newark, N. J. W5 Broad St., Newark, N. J.	Angust 14, 1928 August 16, 1928 March 12, 1946 May 7, 1930 September 10, 1946 May 13, 1930	
Radio Signal Operator—2nd Class (4) Radio Signal Operator—1st Class (4) Radio Signal Operator—1st Class (4) Radio Signal Operator—2nd Class (4)	Conrad, William Rose, Albert Kemp, George Ranscher, Chris G. Conliss, John E.	36 Farragift Ave., Manasijuan, N. J. CAA Control Tower, Presque Isle AAB, Presque, Maine	April 28, 1921	(4) Leave of Absence
Supervisor, Port of Newark Dock Foreman Track Foreman Wharfuger Clerk-Grade IV Laborer-Class J Laborer-Class J Laborer-Class 2 Laborer-Class 2 Laborer-Class 2 Laborer-Class 2 Laborer-Class 2 Laborer-Class 2 Laborer-Class 3 Laborer-Class 3 Laborer	100.00 Dempsey, Raymon (00.00 Connell, James J. (00.00 Reilly, James J. (00.00 Reilly, James L. (00.00 Reilly, James L. (00.00 Petosa, Ralph A. (00.00	 392 Larayette St., Newark, N. J. 37 Camp St., Newark, N. J. 29 St. Paul Ave., Newark, N. J. 179 N. 12th St., Newark, N. J. 111 Bloomfield Ave., Newark, N. J. 162 Vermont Ave., Newark, N. J. 163 Sandford Ave., Newark, N. J. 551 Summer Ave., Newark, N. J. 551 15th Ave., Newark, N. J. 206 Parkhurat St., Newark, N. J. 206 Parkhurat St., Newark, N. J. 1124 Broad St., Newark, N. J. 133 Houston St., Newark, N. J. 69 High St., Newark, N. J. C. 69 Houston St., Newark, N. J. 	January 23, 1923 August 23, 1923 August 1, 1921 January 16, 1922 January 16, 1929 September 23, 1946 February 6, 1926 October 31, 1925 August 17, 1921 October 26, 1927 May 26, 1925 April 6, 1931 June 9, 1921 July 15, 1946 March 18, 1937 October 3, 1946 January 7, 1924 February 24, 1927	(5) Temporarily assigned to A port



		Name	Address	Appointed	Remarks
Tule	Solary	14 Girl F		January I, 1916	
Watchman Luborer- Class 2 Laborer Class 2 Laborer Class 2 Laborer Class 4 (5) Laborer Class 2	1.34 br. 1 34 br. 1.34 br. 1.34 br. 1.34 br. 1.34 br. 1.34 br.	Kearney, John F. La Salle, Afbert McCoy, John McGrath, John O'Brien, William Spring, Charles	67 Fifth Ave., Newark, N. J. 111 Bleecker St., Newark, N. J. 507 Springfield Ave., Newark, N. J. 31 Ceilar Ave., Newark, N. J. 121 Custer Ave., Newark, N. J. 208 Avon Ave., Newark, N. J.	March 30, 1915 October 31, 1925 March 21, 1927 September 27, 1928 January 8, 1924	
		NEWARK	AIRPORT AND SEAPORT		
Accountant (6)	\$4-Hid.Du	Maley, Frank J.	186 Hansbury Ave., Newark, N. J.	December 15, 1913	(6) Une-half salary assigned to Airport and one-half to Sea- port
		•	ENGINEERING	·	
Engineer in Charge Assistant Eugineer—Grade 1 Eugineer-Draftsman Assistant Engineer—Grade 1	6400.00 4900.00 4000.00 4900.00 4900.00	Parsons, Mahlon W. Jr. 1)'Andrea, Nicholas A. Henn, George W. O'Connor, Charles P.	804 S. 10th St., Newark, N. J. 377 Lincoln Ave., Newark, N. J. 50 Lyons Ave., Newark, N. J. 14 Stengel Ave., Newark, N. J. 34 ALL BE MODIFIED TO R.	December 22, 1913 May 4, 1914 April 1, 1928 May 16, 1930 EFLECT THE TRU	JE STATE OF FACTS AS
THIS SCHEDULE IS S SHALL EXIST ON THE EFI	FECTIVE	DATE OF THIS LE	ASE.		
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Remarks

EXHIBIT "G"

AN ACT

To amend chapter 802 of the laws of New York of nineteen forty-seven, entitled "An Acr 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.

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(c) The states of New York and New Jersey hereby cousent 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,

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- (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 pair, or invalidate the remainder of this subdivision, and the application thereof to 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 Anthority 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 Anthority 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. <u>Subject to the foregoing limitations</u>, [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.

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EXHIBIT "H"

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AN ACT

To amend "An Act to facilitate the development by the Port of New York Anthority 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).

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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 York Authority of marine terminals, and agreeing with the State of New York, heretorespect 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 Anthority 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 Anthority.

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	(1)	For money damages for breach	thereof,		
		For money damages for torts a	rising out of the	operation of t	he municipal
	(2)	For money uninger the			
	marine	terminal,			·····
		For rent,		• • • • • • • • • • • • • • • • • • • •	
	(4)	For specific performance,		. =	
		For reformation thereof,			
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	ity fro	m transferring title to real pro	perty to und pe	to such munic	ipality, and
	contra	m transferring title to real pro- cted with such municipality to the	Fansiel Such fills	· · · · · · · · · · · · · · · · · · ·	Port Anthor-
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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.

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PA2263

THE PORT AUTHORITY OF NY & NU

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One PATH Plaza Jersey City NU 07306

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Law Department

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Patrick L. Falle. General Course

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1.23 Mr. Robert Benz -Environmental Services Room 411 Newark City Hall 920 Broad Street Newark, NJ

Dear Mr. Benz:

June 1, 1977

In response to your recent telephone request I am enclosing herewith a copy of a Lease Agreement between the City of Newark and the Port Authority along with 13 Supplements - / thereto. I trust these will be adequate for your purposes.

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Very truly yours, À, Hugh H. Welsh

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Enclosures

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CITY CLERICS CEFICE

PA2264

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 Criginal 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:mean whichever of the following two dates is the later, to wit:either (1) November 15, 1947, or (2) a cate 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

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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 whatscever 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

- 3 -

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

/s/ AUSTIN J. TOBIN

Mayor and Director of the Department of Revenue and Finance

ATTEST:

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/s/ H. S. REICHENSTEIN City Clerk

THE PORT OF NEW YORK AUTHORITY

Executive Director

ATTEST :

/s/ JCSEPH 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 Fort 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 Tity 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 Driginal 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 spreement entered into between the City and the United States of smerica dated July 30, 1936, to purchase from the United States of smerica the property known as the Tidewater Terminal Property, and smerica the property known as the Tidewater Terminal Property, and the Port Authority agrees that it will promptly reimburse the City or all such payments made by the City subsequent to July 15, 1947, in.

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

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

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

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

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

"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	
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ATTEST:

(SEAL)

/s/ H. S. Reichenstein City Clerk

ATTEST:

(SEAL)

/s/ Joseph G. Carty Secretary /s/ Ralph A. Villani Mayor and Director of the Department of Farks and Public Property

THE PORT OF NEW YORK AUTHORITY

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<u>/s/ Austin J. Tobin</u> Executive Director

PA2270

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

BE IT REMEMBERED, that on the 27th day of July, One Thousant 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 New PK, a municipal corporation, to me personally known to be the individual described in and who executed the preceding instrument, and wto drily 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 subscribe 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/ Ralph A, Villani Mayor of The City of Newark and Director of the Department of Parks and Public Property

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

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 weel 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/s William A. Pallme WILLIAM A. PALLME Attorney and Counsellor-at-Law in the State of New York Jf. & 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 PA2271

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 no 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, 1946, 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

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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

PA2272

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 cer-tain 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-108 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 Filot Investment Co. to it and recorded in the Office of the Register of Essex County on September 19, 1946, in Book H-108 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/ Meyer C. Ellenstein					
/s/ H. Reich City Cle)K as to form-				
•	Approved as to form- Charles Handler,		L.I. Shelley, DRK AUTHORITY General				
ATTEST: (Seal) /s/ Philip H	Corp. Counsel	/s/ Matthias E. Lu First Assistant to	Counsel ikens Executive Director				
Assistan	t Secretary						

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 in-

strument 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.

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/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 SS.:

BE IT REMEMBERED, that on this joth 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 scal 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, scaled 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 it: Board of Commissioners, and that deponent, at the same time, subscribed his name to said instrument as an attesting witness to the commission thereof.

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

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

PA2274

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

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

NCW, 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, Fonta field on Fage 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 jessised premises until November 21, 1949, and the ity 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:

ATTEST:

. 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

THE PORT OF NEW YORK AUTHORITY.

/s/ Joseph G. Carty Joseph G. Carty Secretary /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 of the Department of Parks and Public Property 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 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 AUSTIN J. TOBIN , who was at the date thereof the by . of said corporation, in the presence Executive Director 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 sais instrument as an attesting witness to the execution thereof.

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

B/ John F. Kenny Attorney at Law for the State s/ Joseph G. Carty Joseph G. Carty

s/ Ralph A. Villani

Ralph A. Villani

PA2277

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

BE IT REMEMBERED, that on the 23^{4} day of Jul One Thousand Nine Hundred and Seventy-five, before me, an Attorneyat=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.

Executive Director

Sworn and subscribed to いい dav before me this 1975. of シトン Attorney-at-Law of An

New Jersey

STATE OF NEW JERSEY) ss.:

COUNTY OF ESSEX

BE IT REMEMBERED, that on the (6th day of May, One Thousand Nine Hundred and Seventy-five, before me, an Attorneyat-Law of New Jersey, personally appeared KENNETH A GIESON, 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 1975. of May An Attorney-at-Law 01 New Jersey

FIFTH SUPPLEMENTAL AGREEMENT

AGREEMENT made as of the 27th day of May, 1953, by-end 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").

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the Port Authority entered into an agreement for the improvement, development, operation and maintenance of the Newark Marine and Air Terminals and Yor 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 **F B** or by independent accountants relating to the • : : -----terminals. IN WITNESS WHEREOF, the parties hereto have hereunto ٠.-executed this Agreement as of the day and year first above written. . • . CITY OF NEWARK ATTEST: - -----LEO P. CARLIN H. S. REICHENSTEIN Leo P. Carlin Harry S. Reichenstein Mayor and Director of the - City Clerk Department of Public Works (SEAL) elle el societa el pro-societa en pro-. OK Form SG THE PORT OF NEW YORK AUTHORITY ATTEST: - -MATTHIAS E. LUKENS PHILIP HUNTER First Assistant to Executive Director • Asst. Secretary ÷ 1 (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 preknown 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.

IEO	P.	CARLIN		
Ieo	<u>P.</u>	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.

PA2282

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 PA2283

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 effectidate 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 . in

PA2284

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- 2 -

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:	CITY OF NEWARK	
H. S. Reichenstein H.S.Reichenstein City Clerk	By Leo P. Carlin Leo P. Carlin	
	Title Mayor	
ATTEST:	THE PORT OF NEW YORK AUTHORITY	
Philip Hunter	By <u>Austin J. Tobin</u> Austin J. Tobin	
Philip Hunter Assistant Secretary	Title Executive Director	

PA2285

- 3 -

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

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 execupreceding Instrument, and who duly sworn, for himself, does tion of same, and being by me duly sworn, for himself, does aforesaid, that he is the said Mayor of the City of Newark aforesaid, that the seal affixed to the preceding Instrument is aforesaid, that the seal affixed to the preceding Instrument is 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.

sworn and	subscribed to
before me	this 8th day
of Septem)	per, 1955.

	Vincent	Ρ.	Torppey	
An	Vincent Attorney New Jer	P. at	Torppey Law of	

	P. Carlin
Leo Mayor of	P. Carlin The City of Newark
STATE OF NEW YORK) ss.: COUNTY OF NEW YORK)

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, 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. Austin J. Tobin Austin J. Tobin Executive Director

Isobel Muirhead

Isobel Muirhead An Attorney at Law of New Jersey

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 5, 1955, the Original Agreement was supplemented and amended in certain respects; and

WHEREAS, the said Original Agreement provides in parthat 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

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the Original Agreement so that, under certain circumstance: 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 Uclities", 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."

 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: CITY OF NEWARK

/s/ H. S. Reichenstein H.S. Reichenstein City Clerk (City of Newark Seal) Attest:

/s/ Joseph G. Carty Secretary

(Port Authority Seal)

<u>_____</u>

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

THE PORT OF NEW YORK AUTHORITY

By /s/ Austin J. Tobin AUSTIN J. TOBIN Executive Director -3- PA2290

STATE OF NEW JERSEY COUNTY OF ESSEX

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 : S8. COUNTY OF NEW YORK : S8.

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 --

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

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.

(11) 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 PA2 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) (1) or (11) 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.

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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 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.

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 <u>/s/ Geo. W. Andress</u> Title Director, Dept. of Public Works
ATTEST:	THE PORT OF NEW YORK AUTHORITY
/s/ Mildred C. Forth Assistant Secretary	By <u>/s/ Austin J. Tobin</u> Title <u>Executive Director</u>

- 3 -

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.

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

<u>/s/ Gustave Trenkler</u> a Notary Public of New Jersey

/s/ Geo. W. Andress GEORGE W. ANDRESS

Director of Public Works of The City of Newark

TIERRA-A-018609

STATE OF NEW YORK : 35. COUNTY OF NEW YORK : 35.

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 lst 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

(Conformed Copy)

THE CITY OF NEWARK

AND

THE PORT OF NEW YORK AUTHORITY

NINTH SUPPLEMENTAL AGREEMENT

WITH RESPECT TO

THE NEWARK MARINE AND AIR TERMINALS

Dated December 14, 1966

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 :

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(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

NINTH SUPPLEMENTAL AGREEMENT made as of the 14th day of December. 1966 between THE CITY OF NEWARE, 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

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 bereby 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 I, 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.

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"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
Å	A	1.14
Baa	BBB	1.21
1044		

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.

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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.

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%

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(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 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.

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STATE OF NEW JERSEY COUNTY OF ESSEX

BE IT REMEMBERED, that on the 14th day of 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.

> s/ HUGH J. ADDONIZIO Hugh J. Addonizio Mayor of The City of Newark

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

s/ GERALD SPAN

STATE OF NEW YORK SS.:

BE IT REMEMBERED, that on the 12th day of 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.

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

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

> s/ FRANCIS A. MULHERN An Attorney-at-Law of New Jersey

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 Januuary 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:

s/ H. S. REICHENSTEIN City Clerk

[CITY SEAL]

ATTEST :

s/ Joseph G. Carty Secretary

Approved as to Form:

s/ NORMAN N. SCHIFF Corporation Counsel THE CITY OF NEWARK

s/ HUGH J. ADDONIZIO Mayor

THE PORT OF NEW YORK AUTHORITY

s/ AUSTIN J. TOBIN Executive Director

[P.A. SEAL]

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Approved as to Form:

s/ SIDNEY GOLDSTEIN General Counsel

Page 1 of 4

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Factors for Unamortized Debt Component of Imputed Debt Service

Leaschald	Amortization Fa	ctor Under "Ca	rrent Interest"	Rates of:
Term Remaining	25/2%	2545%	27490	276%
	.03491	.03580	.03670	.03761
51	.03526	.03614	.03704	.03795
50	.03562	.03651	.03740	.03830
49	.03601	.03688	.03777	.03867
48	.03641	.03728	.03816	.03906
47	.03683	.03770	.03857	03946
46	.03727	.03813	.03901	.03989
45	.03773	.03859	.03946	.04034
44	.03822	.03907	.03994	.04081
43	.03873	.03958	.04044	.04131
42	.03927	.04012	.04097	.04184
41	.03984	.04068	.04153	.04239
40	.04044	.04127	.04212	.04298
39	.04107	.04190	.04275	.04360
38	.04174	.04257	.04341	.04426
37	.04245	.04328	.04411	.04495
36	.04321	.04403	.04486	.04569
35	.04401	.04482	.04565	.04648
34	.04486	.04567	.04649	.04732
33	.04577	.04658	.04739	.04822
32	.04674	.04754	.04835	.04917
31	.04778	.04858	.04938	-05020
29	.04889	.04969	.05049	.05130
29	.05009	.05088	.05168	.05248
20	.05138	.05216	.05296	.05376
26	.05277	.05355	.05434	.05514
25	.05428	.05505	.05584	.05663
24	.05591	.05669	.05747	.05826
21	.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	.33014	.35098	.35183	.35268
2	.51883	.51977	.52072	.52166
1	1.02500	1.02625	1.02750	1.02875

TABLE I

(Continued)

Leasehold					
Term	201.	31/1%	334%	33690	375%
Remaining	3%		.04041	.04136	.04232
51	.03853	.03947 .03979	.04073	.04168	.04263
50	.03887	.03979	.04107	.04201	.94296
49	.03921	.04050	.04142	.04236	.04331
48	.03958	.04087	.04180	.04273	.04367
47	.03996	.04127	.04219	.04312	.04405
46	.04036	.04169	.04260	.04352	.04445
45	.04079	.04213	.04304	.04395	.04488
44	.04123	.04259	.04349	.04441	,04533
43	.04170	.04308	.04398	.04488	
42	.04219	.04360	D4449	.04539	.04630
41	.04271	.04414	.04503	.04592	.04683
40	.04326 .04384	.04472	.04560	.04649	.04739
39	.04364	.04533	.04620	.04709	.04798
38	.04511	.04597	.04685	.04773	.04861
37	.04580	.04666	.04753	.04840	.04928
36	.04654	.04739	.04825	.04912	.05000
35	.04732	.04817	.04903	.04989	.05076
34	.04816	.04900	.04985	.05071	.05157
33	.04905	.04988	.05073	.05158	.05244
32	.05000	.05083	.05167	.05252	.05337
31	.05102	.05185	.05268	.05352	.05437
30	.05211	.05294	.05377	.05460	.05545
29	.05329	.05411	.05494	.05577	.05660
28 27	.05456	.05538	.05620	.05702	.05785
27 26	.05594	.05675	.05 756	.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 .07036
20	.06722	.06800	.06878	.06957	.07294
19	.06981	.07059	.07137	.07215	.07582
18	.07271	.07348	.07425	.07503	.07904
17	.07595	.07672	.07749	.07826 .08191	.08268
16	.07961	.08037	.08114	.08606	.08683
15	.08377	.08453	.08529	.09080	.09157
.14	.08853	.08928	.09004 .09554	.09630	.09706
13	.09403	.09478	.10197	10272	.10348
12	.10046	.10121	.10958	_11033	.11109
11	.10808	.10883	.11873	.11949	.12024
10	.11723	.11798	.12994	.13069	.13145
9	.12843	.12918	.14396	.14472	.14548
8	.14246	.14321	.16202	.16278	.16354
7	.16051	.16126	.18613	.18690	.18767
6	.18460	.18536 _21913	_21992	.22070	.22148
5	.21835	21913	27064	27144	.27225
4	.26903	.35438	.35523	.35608	,35693
3	.35353	.52356	.52450	52545	.52640
2	.52261	1.03125	1.03250	1.03375	1.03500
1	1.03000	1.00123			

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TIERRA-A-018621

Page 3 of 4

TABLE I

(Continued)

Leasehold				
Term Remaining	334%	344%	376%	4%
	.04329	.04427	.04526	.04626
51	.04360	.04457	.04556	.04655
50	.04392	.04489	.04587	.04686
49	.04426	.04523	.04620	.04718
48	.04462	.04558	.04655	.04752
47	.04500	.04595	.04691	.04788
46	.04539	.04634	.04730	.04826
45	.04581	.04675	.04771	.04866
44	.04625	.04719	.04814	.04909
43	.04672	.04765	.04859	.04954
42	.04722	.04814	.04908	.05002
41	.04722	.04866	.04959	.05052
40	.04829	.04921	.05013	.05106
39	.04888	.04979	.05071	-05163
38	.04051	.05041	.05132	.05224
37	.05017	.05107	.05198	.05289
36	.05088	.05177	.05267	.05358
35	.05066	.05252	.05342	.05431
34	.05244	.05332	.05421	.05510
33	.05331	.05418	.05506	.05595
32	.05331	.05510	.05597	.05686
31	.05523	.05609	.05696	.05783
30	.05523	.05715	.05801	.05888
29	.05029	.05830	.05915	.06001
23	.05869	.05953	.06038	.06124
27	.06004	.06087	.06172	.06257
26	.06150	.06233	.06317	.06401
25	.06309	.06392	.06475	.06559
24	.06483	.06565	.06648	.06731
23	.06674	.06756	.06837	.06920
22	.06884	.06965	.07046	.07128
21	.07116	.07196	.07277	.07358
20	.07373	.07453	.07533	.07614
19	.07660	.07740	.07819	.07899
18	.07983	.08061	.08140	.08220
17	.08346	.08424	.08503	.08582
16	.08760	08838	.08916	08994
15	.09234	.09311	.09389	.09467
14	.09783	.09860	.09937	.10014
13 12	.10425	.10501	.10578	.10655
	.11185	.11262	.11338	.11415
11	.12100	.12176	.12252	.12329
	.13220	.13297	.13373	.13449
9	.14624	.14700	.14776	.14853
8	.16431	.16507	.16584	.16661
• ••••••••••••	.18844	.18921	.18999	.19076
6 5	22227	.22305	.22384	.22463
5 4	27306	.27387	27468	27549
3	.35779	.35864	.35949	.36035
2	.52735	.52830	.52925	.53020
	1.03625	1.03750	1.03875	1.04000
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			TA	BLE I				Page 2 of
8				ntinued)				
Leasehold Term								
Remaining								
51		3%	7	1200				
50	•••	03853	-	15%	3%%		n/a	
49		03887		947	.04041	-	14%	<u>334</u> %
48	••• .(03921		979	.04073	.0	4136	.04232
47		13958	.04	014	.04107		4168	.04263
46		3996	.040		.04142		4201 1236	.04296
45		4036	.041	27	.04180		273	.04331
44		4079	.041	K A	.04219		312	.04367
43		123	.042	19 '	04260	.04		.04405
42	• 04	170 219	.042	50 ⁻	04304 04349	.04		.04445
40	.04		.0430	6 (14398	.044	41	.04488
39	.043		.0436	U 1	4449	.044		.04533 04580
38	.043		.0441	،	4503	.045		04630
37	.044	46	.0447	s v	4560	.0459		.04683
36	.045)		.04533	.04	1620	.0464		.04739
35	.0458	80	.04597 .04666	.04	685	.0470		.04798
34	.0465		.04739	.04	753	.0477; .04840	-	.04861
33	.0473		.04817	.04		.04912		.04928
32	.0481(-	.04900	.04		.04989		.05000
31	.04905 .05000	5	.04988	.049		.05071		.05076
30 29	.05102	,	.05083	.050	73	.05158		.05157
28	.05211	i	.05185	.051 .052	97 CO	.05252		.05244
27	.05329		.05294	.0537	26 77	.05352		.05337 05 437
26	.05456		.05411	.0549		.05460		05545
25	.05594		.05338	.0562	•	.05377		05545 05660
24	.05743		.05675 .05823	.0575		.05702		5785
23	.05905		05985	.05904		.05838		5921
22	.06081		06161	.06065	i	.059 85 .06146	.0	6067
21	.06275		06354	.06241		.06321		5227
20	.06487		6566	.06433		.06513		5402
19 18	.06722 .06981	.0	6800	-06644		.06724		593
17	.07271	.0	7059	.06878 .07137		06957		804
16	.07595	.0.	7348	.07425	•	07215	.07(
15	.07961	.0;	7672	.07749		07503	-072 -075	
14	.08377	.08	037	.08114		7826	.079	
13	.08853	-08	453	.08529		8191	.082	
12	.09403	.09		.09004		8605	.0868	
11	.10046	.101		.09554		9080 X630	.0915	
10	10808	.108	~. R1	.10197		272	.0970	
9	.11723	.117		10958		033	-1034	
8	.12843	.129		.11873	11		.11109	
7 6	.14246 .16051	.1432		-12994	.13		12024	
5	.18460	.1612	6	.14396 .16202	.144		.13145	
4	-21835	.1853	6	.18613	.162	78	.14548	
3	-26903	2191		21992	.186		.16354 .18767	
2	.35353	-26981		.27064	.220	70	-10/07 -22148	
1	.52261	.35438 .52356	ţ.	.35523	.271	4	27225	
1.	03000	1.03125		-52450	-3560		.35693	
			1.	.03250	-5254 1.0337	•	52640	
						' 1	.03500	

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PA2310

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Page 4 of 4

TABLE I

(Continued)

Leasehold

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Term Remaining	43/8%	41/296	476%	44/19/0
	.04726	.04828	.04930	.05033
51 50	.04755	.04856	.04958	.05060
49	.04785	.04886	.04987	.05089
48	.04817	.04917	.05017	.05119
47	.04851	.04950	,05050	.0\$151
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	.06 063 .06175	.061 52 .06263	.06241 .06352
28	.06088	.06297	.06384	.06472
27	.06210 .06342	.06428	.06515	.06602
26	.06486	.06571	.06657	.06744
25	.06643	.06728	.0681.3	.06899
24	.06814	.06899	.06983	.07068
23	.07003	.07086	.07170	.07255
22	.07210	.07293	.07376	.07460
21	.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

TABLE II

easchold		Replacement Factor Under "Current Interest" Rates of:		
Term emoining	Replacement Rate	23/5%	25496	2749
51	.00691	.03050	.03042	.0303
50	.00857	.03133	.03126	.0311
49	.01037	.03213	.03208	.0320
48	.01231	.03291	.03287	.0328
47	.01435	.03365	.03363	.0336
46	.01649	.03434	.03434	.0343
45	.01 870	.03499	.03500	.0350
44	.02095	.03559	.03561	.0356
43	.02322	.03613	.03616	.0362
42	.02547	.03661	.03665	.0367
41	.02768	.03702	.03707	.0371
40	.02981	.03737	.03743	.0374
39	.03185	.03764	.03771	.0377
38	.03375	.03785	.03792	.0379
37	.03549	.03798	.03806	.0381
36	.03705	.03805	.03813	.0382
35	.03841	.03805	.03814	.0382
34	.03955	.03799	03808	.0381
33	.04046	.03788	.03796	.0380
32	.04114	.03772	.03780	.0378
31	.04158	.03751	.03759	.0376
30	.04179	.03726	.03734	.0374
29	.04179	.03699	.03706	.037
28	.04159	.03670	.03677	.0368
27	.04121	.03640	.03646	.0363
26	.04067	.03609	.03615	.036
25	.04001	.03578	.03584	.035
24	.03925	.03549	.03554	.035
23	.03843	.03522	.03527	.035
22	.03758	.03497	.03502	.035(
21	.03673	.03475	.03479	.0348
20	.03590	.03456	.03461	.0346
19	.03513	.03441	.03445	.034
18	.03443	.03430	.03434	.034
17	.03383	.03423	.03427	.0343
16	.03332	.03420	.03424	.0342
15	.03293	.03420	.03424	.0342
14	.03265	.03424	.03428	.034
13	.03249	.03431	.03435	.034
•	.03243	.03441	.03444	.0344
12	.03248	.03453	.03457	.0340
10	.03260	.03467	.03471	.0347
9	.03281	.03483	.03487	.0349
8	.03306	.03500	.03504	.0350
7	.03336	.03517	.03521	.0352
6	.03369	.03535	.03539	.0354
5	.03403	.03552	.03556	.0350
4	.03437	.03569	.03573	.0357
3	.03469	.03585	.03590	.0359
2	.03499	.03601	.03605	.0355

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Factors for Capital Replacement Component of Imputed Debt Service

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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."

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TIERRA-A-018626

Page 2 of 4

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TABLE II

(Continued)

Leasehold					
Term	2715	3%	316 %	31/4 %	372%
Remaining		- الكتنيب	.03006	.02997	.02987
51	.03024	.03015 .03104	.03097	.03090	.03082
50	.03112	.03192	.03186	.03180	.03174
49	.03197 .03280	.03276	.03272	.03267	.03263
48	.03250	.03356	.03353	.03351	.03348
47	.03338	.03432	.03431	.03430	.03429
46	.03502	.03502	.03503	.03503	.03504
45	.03565	.03567	.03569	.03571	.03573
44	.03503	.03626	.03629	.03632	.03635
43	.03674	.03678	.03682	.03687	.03691
42	.03718	.03723	.03728	.03734	.03739
41		.03761	.03767	.03773	.03779
40	.03755	.03791	.03798	.03805	.03811
39	.03784	.03814	.03821	.03829	.03836
38	.03807	.03829	.03837	.03845	.03852
37	.03821	.03837	.03845	.03853	.03861
36	.03829	.03838	.03846	.03855	.03863
35	.03830	.03833	.03841	.03849	.03857
34	.03824	.03821	.03829	.03837	.03846
33	.03813	.03804	.03812	.03820	.03828
32	.03796	.03782	.03790	.03798	.03806
31	.03775	.03757	.03764	.03772	.03780
30	.03749	.03737		03743	.03750
29	.03721	.03698	.03705	.03712	.03718
28	.03691	.03666	.03672	.03679	.03685
27	.03659	.03633	.03639	.03646	.03652
26	.03627	.03601	.03607	.03513	.03619
25	.03596	.03571	.03576	.03582	.03587
24	.03565	.03542	.03547	.03552	.03557
23	.03537	.03516	.03521	.03525	.03530
22	.03511	.03493	.03497	.03502	.03506
21	.03488	.03473	.03478	.03482	.03486
20	.03469	.03458	.03462	.03466	.03470
19	.03454	.03446	.03450	.03454	.03458
18	.03442	.03438	.03442	.03446	.03450
17	.03435 .03431	.03435	.03439	.03442	.03446
16	.03431	.03435	.03439	.03442	.03446
15	.03435	.03439	.03443	.03446	.03450
14	.03433	.03446	.03450	.03453	.03457
13	.03452	.03456	.03460	.03463	.03467
12	.03464	.03468	.03472	.03476	.03480
11		.03483	.03487	.03491	.03494
10	.03479 .03495	.03499	.03503	.03507	.03511
9	.03512	.03516	.03520	.03524	.03528
8	.03529	.03533	.03538	.03542	.03546
7	.03547	.03551	.03556	.03560	.03564
6	.03565	.03569	.03573	.03578	.03582
5	.03582	.03586	.03591	.03595	.03599
4	.03598	.03603	.03607	.03611	.03616
3	.03598	.03618	.03622	.03627	.03631
2	.03628	.03632	.03637	.03641	.03645
1	.03040	· * * * * * * *			

TABLE II

(Continued)

Term Remaining	33/5%	35696	374%	376%
Kemaining				
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	.03546
42	.03695	.03699	.03703	.03706
41	.03744	.03749	.03754	.03759
40	.03785	.03791	.0379 7	.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
	.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
	.03454	.03458	.03461	.03465
17	.03450	.03454	.03457	.03461
16	.03450	.03454	.03457	.03461
15	.03454	.03457	.03461	.03465
14	.03461	.03465	.03468	.03472
13	.03401	.03475	.03405	.03482
12	.03484	.03488	.03491	.03495
11				
10	.03498	.03502	.03506	
9	.03515	.03519	.03523	.03527
8	.03532	.03536	.03540	.03544
7	.03550	.03554	.03558	.03562
б	.03568	.03572	.03577	.03581
5	.03586	.03590	.03595	.03599
	.03604	.03608	.03612	.03616
4				
4	.03620	.03624	.03629	.03633
	.03620 .03636	.03640	.03644	.03549
3	.03620			

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PA2315

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Page 4 of 4

TABLE II

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(Continued)

Leasehold					
Term Remaining	4%	43/2%	41/4 %	426%	41/2%
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
J2	.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	.03 782
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	.03534	.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	.0 3491 .03501
12	.03486	.03490	.03494	.03498 .03511	.03501
11	.03499	.03503 .03518	.03507 .03522	.03526	.03530
10	.03514		.03539	.03543	.03546
9	.03531	.03535 .03552	.03536	.03560	.03564
8	.03548		.03575	.03579	.03583
7	.03566	.03571	.03593	.03597	.03503
6	.03585	.035 89 .03 607	.03612	.03616	.03620
5	.03603	.03607	.03629	.03634	.03638
4	.03621	.03642	.03646	.03651	.03655
3	.03637	.03642	.03662	.03666	.03671
2	.03653	.03657	.03676	.03681	.03685
1	.03667	.00012	,		

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If the current interest rate established for a current year is outside of the $2\frac{1}{4}\frac{4}{3}$ range, then the replacement factor for such year (Fy) can be computed by the following formula:

$$F_{y} = \left[\underbrace{\sum_{j=y}^{j=M} (R_{j})(\gamma)}_{j=y} \right] \left[\frac{1}{1-\gamma(M-y+1)} \right]; \text{ where }$$

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

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

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.

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		For the Year
chedule	A RENT COMPUTATION	
INE NO.	Net Revenue (from Schedule B. Part I, Line 7)	
	Net Revenue (from Schedule B. Fart I, Line 7)	
2	% of Line 1	
	Accumulation Account, January 1	
4	Minimum Rent Paid	
5 4	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 4	Accumulation Account January 1, Next Year—Line 5 minus Line 6 () Indicates Negative Figure	
	() Indicates Negative Figure	<u></u>
		For the Year
Schedule	B COMPUTATION OF NET REVENUE	
INE 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	
	Imputed Debt Service (from Part II, Line 9)	
7	Net Revenue—Line 5 minus Line 6	
	Are Actual Bine 5 minus Bine 5	
INE NO.		
	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	1
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	
	Imputed Debt Service—Line 5 plus Line 8	
		January 1
Schedul	le C UNAMORTIZED DEBT AND PLANT IN SERVI	
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	
	Part II-PLANT IN SERVICE PA2318	
LINE NO		
LINE NO	Plant in Service, January 1, Prior Year	1
LINE NO	Plant in Service. January 1. Prior Year Transfers to Completed Construction in Prior Year	

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;

WITNESSETH:

WHEREAS, under date of October 22, 1947, THE CITY and the FORT 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 AUTHORITY 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 herein-

WHEREAS, pursuant to the ORIGINAL AGREEMENT 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 et i sere: heretofore, on July 1, 1968, agreed to permit the use of said £ 777 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:

The PORT AUTHORITY shall, as promptly as possible 1. 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 rehabilig tation 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 21512*11 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 77÷721... 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

Sf50,000, with interest thereon as cereinefter 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 "sgainst future additional rent payments and shall be recovered by the FORT 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 puriuant 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 ennually 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.

Attest:

/s/ H. S. Reichenstein City Clerk

Attest:

/s/ Doris E. Landre Secretary THE CITY OF NEWARK By /s/ Hugh J. Addonizio

THE PORT OF NEW YORK AUTHORITY

By /s/ Matthies E. Lukens Deputy Executive Director

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WENTH SUPPLEMENTAL AGREEMENT day of Fernan, 1973 ABREENT made as of the 第7 21 昭3 35 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") WHERFAS, 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 Terrinals and for the lease of the said Marine and Air Ter-Cainals 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 agreezent is herein called the "Original Agreement"; and WEERERS, 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 "Morris") under and by virtue of a sublease between the and the Port Authority dated May 4, 1948 and designated by the Port-Attrocty as Leave No. 10-28; and THEREAS, the said Corris has requested that certain ands located north of their existing leasehold be made available

to them for their use in connection with their existing lease-

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

WAIRIAS, inescuch as the use by Morris 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 emphange 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 Fract A and Frace E, 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 privarily 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 Part 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 parson or persons, the deed or grant shall expressly require that the grantee end 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 poligations of the City, it being intended hereby only to related the said Tracto 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-leas IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF /NEWAER Bу ayor

PA2326

TIERRA-A-018639

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";

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 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 NENTH SUPPLEMENTAL AGREEMENT relating, interalia, to rental payable by the Port Authority to the City and of the said TENTH SUPPLEMENTAL AGREE-MENT relating to the reconstruction of Port Street, should be further amanded, 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 AGREE-MENT is amended by striking therefrom "\$579,000" and substituting therefor "\$1,000,000".

2. Section 3, B(3) of the aforesaid NINIH SUPPLEMENTAL AGREEMENT is anended 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 INFLATH SUPPLEMENTAL AGREEMENT, shall not be charged to said accumulation account".

3. Paragraph 3 of the TENTH SUPPLEMENTAL AGREEMENT is amended by studiking 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".

The City hereby consents to the acquisition by the 4. 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

> > PA2329

TIERRA-A-018642

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
- : 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.
 - c. 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 maxime 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 emended.

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 bergain 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:

Martin

ATTEST:

Secretary

APPROVED AS TO FORM

Corporation

THE CITY OF NEWARZ

Mayor

The port auteority of New York and New Jersey

icting Executive Direction

APPROVED AS TO FORM

Fateritilia Coursel

THIRTEENTH SUPPLEMENTAL AGREEMENT

AGREEMENT made as of the 16th day of Mdiy, 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

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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,

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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.

ATTEST:

TEST : Secretary

Approved as to Form and Legality

MILTON A. BUCK CORPORATION COUNSEL

CITY	OF NEWABA	
Ъу	11.0	
	Mayor	

THE PORT-AUTHORITY OF NEW YORK AND NEW JERSEY Executive Direc

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

EE IT REMEMBERED, that on the (6th day of May, One Thousand Nine Hundred and Seventy-five, before me, an Attorneyat-Law of New Jersey, personally appeared KENNETH A GIESON, 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.

Gibson emeth A. Mayor of The City of Newark

Sworn and subscribed to before me this (6th day 1975. of May An Attorney-at-Law oi New Jersey

COUNTY OF NEW YORK

BE IT REMEMBERED, that on the 231 day of Jul One Thousand Nine Hundred and Seventy-five, before me, an Attorneyat=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.

Executive Director

Sworn and subscribed to before me this 23 day ,1975. of t-Law oľ An Attorney-a New Jersey

TIERRA-A-018650

PARCEL A

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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 Ello 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 870-31'-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

EXHIBIT 2

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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 20-28'-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 20-28'-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 480-51'-01" West continuing along said State Highway Route No. 21 a distance

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EXHIBIT 2

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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 Ello 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 200-55'-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 870-04'-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

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;

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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:

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 Fort 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.

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(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.

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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.

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 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:

FORM

ATTEST:

Secretary

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FRANK D CITY CLERK

APPROVED:

TERMA

CITY OF NEWARK

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

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CORPORATION COUNSEL

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

BY

TITLE

BY

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

BE IT REMEMBERED, that on the 147 H day of \sqrt{VNE} (784, 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 aforeseid, 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.

Director, Fort Department

Sworn and subscribed to before no this 1474 day of JUNE 1924

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PA2345

TIERRA-A-018658

STATE OF NEW JERSEY COUNTY OF ESSEX

BE IT REMEMBERED, that on the day of function (284), 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.

ss.:

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

Sworn and subscribed to before me this $g_{1/2}/f_{1/2}$ day of $\sqrt{H_{1/2}}$ day

An Attorney-at-Law New Jersey

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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 Fort 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;

- 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;
- 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;
- 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;

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 northwesterly, along said division line which line makes an interior angle of 90 degrees 0 minutes and 0 seconds with the preceding course a dis of 50.00 feet to the point and place of Beginning.

PA2348

TIERRA-A-018661

FIFTEENTH SUPPLEMENTAL AGREEMENT made as of the lst 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 corpora 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, 1943, August 30, 1949, September 21, 1949, May 27, 1953, September 3, 1953, October 5, 1956, April 21, 1958, December 14, 1966, June 30, 1970, February 5, 1975, April 1, 1974, May 16, 1973, 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 ars 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

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(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 Minth 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

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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 l 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

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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. 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

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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 X(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 "Retired properties" shall mean is \$19,923,303.00. 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.

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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 ietermined on the basis of an expiration date of 2031.

"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:

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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.

"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.

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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. הו 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.

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(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

1

(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 rant for the current year 1983 shall be \$6,000,000."

- 9 -

(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

1

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 1983; \$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.

- 10 -
CNL 984

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.

current year.

- 11 -

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 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.

- 12 -

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."

(a) Notwithstanding the generality of the provisions of Section 9 of the Original Agreement, as previcusly 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 Fort 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 iormula, 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 <u>inter alia</u> 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 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.

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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, Port Authority and any of its subtenants, lessees, 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 Recremer" 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.

- 15 -

(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 1997-2001 inclusive 2002-2006 inclusive 2007-2011 inclusive 2012-2016 inclusive 2017-2021 inclusive 2022-2026 inclusive 2027-2031 inclusive	\$20,837,000 \$21,879,000 \$22,973,000 \$24,122,000 \$25,328,000

(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

- 15 -

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.

In the event the negotiations do (c) 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 Covernor'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. NOTICE

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:

- 17 -

For the City:

Director of Finance	Corp
The City of Newark	The
828 Broad Street	920
Newark, N.J. 07102	Newa

Corporation Counsel The City of Newark 920 Broad Street Newark, N.J. 07102 City Clerk Municipal Elig. 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 10948

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 (the Port Authority not to act unreasonably with respect to said agreement), 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.

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 the amounts in the dedicated trust fund to be used for said thereof. The cost of each certified work project shall be determined 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 semiannual 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. Jpon 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 decicated 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 The Port Authority hereby expressly reserves all rights and remedies available to it in law and in equity in the dedicated trust fund. 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 earn thereon shall be retained in the dedicated trust fund for the financthereon 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.

- 20 -

(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.

THE CITY OF NEWARK ATTEST: Mayor Kenneth A. Gibson City Clerk Frank D'Ascensio THE PORT AUTHORITY OF NEW YORK ATTEST: AND NEW JERSEY Chairman ive Director Execu Secretary Peter C.Goldmark, Jr. Doris E. Landre Approved as to Form: Approved as to Form: K. h. hilis General Counsel Corporation Counsel Rosalind Lubetsky Bressler Seymour M. Burg Approved as to Perms: Assistant Executive Director/ Chief Financial Officer Robert F. Bennett

- 22 -

John B. McAvey

TABLE I

INSTAUCTIONS: 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."

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TABLE	I
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Factors for Unamortized Debt Component of Imputed	Debt	Service
Factors for Unamore and a set		

	Amortization Fact		27470	271 %
Term	24250	23496		.03761
c maining	.03491	.03580	.03670	.03795
51	.03526	.03614	.03704	.03830
50	.03562	.03651	.03740	.03857
49	,03601	.03688	.03777	.03906
48	.03641	.03728	.03816	.03946
47	.03683	.03770	.03857	.03940
46	.03727	.03813	.03901	
45	.03773	.03859	.03946	.04034
44	.03822	.03907	.03994	.04081
43	.03873	.03958	.040-14	.04131
42	.03927	.04012	.04097	.04134
41	.03984	.04068	.û4153	.0-1239
40	.04044	.04127	.04212	.04298
39	.04107	.64190	.04275	.04360
38	.04174	.04257	.04341	.04426
37	.04245	.04328	.04411	.04495
36	.04321	04403	.04486	.04569
35	.04401	.04482	.04565	.04648
34	.04486	.04567	.04649	.04732
33	.04577	.04658	.04739	.04822
32	.04674	.04754	.04835	.04917
31	.04778	.04858	.04938	.05020
30	.04889	.04969	.05049	.05130
29	.05009	.05088	.05168	.05248
28	.05138	.05216	.05296	.05376
27	.05277	.05355	.05434	.05514
26	.05428	.05505	.05384	.05663
25	.05591	.05669	.05747	.05826
24	.05770	.05847	.05924	.06003
23		.06041	.06119	.06190
22	.05965	06255	.06332	.06409
21	.06179	.06491	.06367	.0664
20	.06415	.06752	.06828	.0690-
19	.06676	.07042	.07113	.0719
18	.06967	.07368	.07443	.0751
17	.07293	.07735	.07810	.0788
15	.07660	.08151	.09226	.3230
15	.08077	.08628	.68702	.0377
14	.08554	.09179	.09253	.0933
13	.09105	.09823	.09697	.0997
12	.09749	.10584	.10659	.1973
11	.10511	.11500	.11574	.116
10	.11426	.12620	.12694	.127
9	.12546	.12020	.14096	.141
3	.13947	.15825	15900	.159
7	.15750		.18397	.183
6	.19133	.18231	21680	
5	ويوزاب	.21602	26742	.263
4		.26662	.35183	.352
		.35098	.52072	.5.2
		.51977	1.02750	1.025
2	1.02500	1.92625	لات تشبار و	\$. 7 #5

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TABLE I

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zsehold Form		3145%	31/2%	375 %	375%
naining	3%			.04136	.04232
51	.03853	.03947	.04041	.04168	.04263
50	03887	.03979	04073	.04201	.04296
49	.03921	.04014	.04167	.04236	.04331
43	03953	.04050	.04142	.04273	.04367
47	.039 96	.04087	.04180	.04312	.04405
46	.94036	.04127	.04219	.04352	04445
45	54079	.04169	.04260	.04395	.04488
43	.34123	.04213	.04304	.04441	.04533
	34170	.04259	04349	.04438	.04380
43	04219	.04308	.04398		.04530
42	.04271	.04360	.C4419	.04339	.04633
41	.04326	.04414	.04503	.04592	.04739
40	.04384	.04472	.04560	.04649	
39	.04446	.04533	.04620	.04709	.04798
38	.04511	04597	.04685	.04773	.04661
37	.04580	.04666	.04733	.04840	.04928
36	.04654	.04739	.04825	.04912	.05000
35	.04732	.04817	.04903	.04989	.95076
34	.04816	.04900	.04985	.05071	.05137
33	.04905	.04988	.05073	.05158	.05244
32		.05083	.05167	.05252	.05337
31	.03000	.05185	.05268	.05352	.05+37
30	.05102	.05294	.03377	.03460	.C\$\$+5
29	.05211	~ .05411	.05494	.05577	.05550
28	.05329	.05538	.05620	.05702	.05785
27	.05450	.05555	.05756	.05338	.03921
26	.05594	.05323	.05904	.05985	.06067
25	.05743	.03985	.06065	.06146	.06227
24	.03905	.06161	.06241	.06321	.06402
23	.06081	.06354	.06433	.06513	.06393
22	.06275		.06544	.06724	.06804
21	.06487	.06566	.06373	.06937	.07036
20	.06722	.06800	.07137	.07215	.07294
19	.06981	.07059	.07425	.07503	.07582
18	.07271	.07348	.07749	.07825	.07504
17	.07595	.07672	.03114	.08191	.08269
16	.07961	.08037	.08129	.08606	.08683
15	.08377	.08453	.09604	.09050	.09157
14	.08853	.08923	.09054	.09630	.09700
13	.09403	.09478	.09554	.10272	.1034
12	.10046	.10121	.10197	.11633	.11109
11	.10308	.10883	.10958	.119-19	.12024
10	.11723	.11798	.11873	.13(69	.1314
9	.12843	.12918	.12994	.1472	.1454
S	14246	.14321	.14396	.15278	.1635
7	.16951	.16126	.16202		.1876
6	.18460	.18536	.13613	.18650	.1876
5	.21835	.21913	_21992	.22370	.2722
	.26903	.26983	.27064	.27144	
4	.35353	.35438	.35523	.33608	.3369
3	.52261	.52356	.32450	.53545	.3264
2	1.03000	1.03125	1.03230	1.03375	1.0350

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TABLE I

(Continued)

easehold Term	31 § 50	33150	37:550	400
entaining		.04427	.04526	.04626
51	.04329	.04457	.04556	.04655
50	.04360	0+189	04557	.04686
49	,04392	.04523	64620	.04713
48	.04426	.04558	.04655	.04752
47	.04462	.04595	.04691	.04788
46	04500	.04634	.04730	.04826
45	.04539		.04771	.04866
4	04581	.04673	.04814	.04909
43	.04625	.04719	.04859	.04954
42	.04672	.04765	.04908	.05002
	.04722	.04814	.04959	.05052
-	.04774	04566	.05013	.05106
-	.0-\$\$29	.04921	.05071	.05163
39	.04888	.34979		.05224
38	.04951	.05641	.05132	.05289
37	.05017	.05107	.05198	.05358
36	.03088	.05177	.05257	.02328
35	.05164	.05252	.05342	.03431
34	05244	.05332	.05421	.05555
33	.05331	.05418	.05306	.03036
32	.05423	.05510	.05597	
31	.05523	.03609	.05696	.05783
30	.05529	.05715	.05801	.05883
29	.05745	.05830	.05915	.06001
28	05369	.05953	.06038	.06124
27	.06004	.06087	.06172	.06257
26	.06150	.06233	.06317	.06401
25	.06309	06392	.06473	.06559
24	.06483	.06365	.06648	.06731
23	.06674	.06736	.06837	.06920
22	.06284	.06963	.070+6	.07122
21	.07116	.07196	.07277	.0735
20	.07373	07453	.07333	.0761
19	.07560	07740	07819	.0789
18		08061	.08140	.0822
17	.07983	.09424	.08303	.0858
16	.08346	.08638	.05916	.0855
15	.02760	.09311	.09389	.3946
4	.09234	.09850	.09937	.1601
13	.09733	.10501	.10573	.1063
12	.10425	.11262	.11338	.:14:
11	.11185	.12176	12252	.1232
10	.12100	.13297	.13373	.134-
9	.13220	.14700	: 4776	.148
8	.14624	.16507	.1655-1	.166
7	.16431		15999	.: 90
•	.18544	.18921	22334	271
5	22227	.22305	.27468	25
-	.27306	.27337	.350-19	.360
4	.35779	.3:864	.52923	.530
	52735	.52830	1.03575	1.640
2	1.03625	1.03750	1.2352/3	1.1

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TABLE I

(Continued)

Term	41/5%	43/4 %	43150	41/2 %
emaining			.04930	05033
51	.04726	.04828	.04958	.05060
50	.04755	.04856	.04987	.05089
49	.04785	.04886	.05017	.05119
48	.04817	.04917	.05030	.05151
47	.04851	.04950	.05084	.05184
46	.04886	.04985		.05220
45	.04924	.05022	.05121	.03258
4	.04963	.05061	.05159	.05298
43	.05005	.05102	.05200	.05296
42	.05050	.051-46	.05243	.05386
41	.0 ±097	.05192	.05289	.05380
40	.05147	.03242	.05338	
39	.05200	.05294	.05390	.05486
38	.05256	.05359	.93445	.05540
37	.05316	. 03410	.05504	.05398
36	.05381	.05473	.05567	.05661
35	.05449	.05541	.05634	.05727
••• · · ·	.03522	.05613	.05705	.05798
	.05600	.05691	.05782	.05874
** *******	.05684	.05774	.05855	.05956
	.05774	.C5864	.03954	.06044
31	.05871	.05960	.06049	.06139
30	.05975	.06063	.06152	.06241
29	.06088	.06175	.06253	.06352
23	.05210	.06297	.06334	.06+72
27	.06342	.06428	.06515	.06602
26	.06+86	.06571	.06637	.05744
25	.06643	.06728	.06813	.06899
24	.96814	.06899	.C 6983	.07068
23	.07003	07086	.07170	.07255
22	.07210	.07293	.07376	.07 +60
21	.07440	.07522	.07605	.07688
20	.07695	.07776	.07853	.07941
19	.07980	.08061	.08142	.08224
18	.08300	08380	08461	.08542
17	.02661	.06741	.08821	.08902
16	.09073	.09152	.09232	.09311
15	.09545	.09624	.09703	.09782
14	.10092	.10170	.10242	.10329
13		10510	.10588	.1096
12	.10733	.11569	.11647	.1172
11	.11492	.12433	.12560	.12638
10	.12406		.13680	.13757
9	.13526	.13603	.15084	.1516
3	.14930	.13006	.16893	.15970
7	.16738	.16815		.1938
6	.19154	.19232	.19310	.1938
5	.22542	.22621	.22700	
4	27630	.277:2	.27793	.2787
3	.36120	.36206	.36292	.3637
2	.53115	.33210	.53305	.5340
1	1.04125	1.04250	1.04375	1.0450

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If the current interest rate established for a current year is outside of the $2\frac{1}{2}-\frac{1}{2}\frac{6}{6}$ range, then the equal annual factor for such year (1) can be computed by the following formula:

$$\frac{1}{a N} = \frac{1}{1 - \sqrt{N}}; \text{ where }$$

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

i = Current interest rate established for that year; and

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

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

Leasehold	Replacement Factor Under "Current Interest" Rates of:			
Term	Replacement Rate	23/5 %	244 %	23/45%
Remaining			.03042	.03033
51	.00691	.03050	.03042	.03119
50	.00857	.03133	.03120	.03203
49	.01037	.03213 .03291	.03287	.03283
48	.01231	.03365	.03267	.03360
47	.01435	.03385	.03434	.03433
46	.01649	.03499	.03500	.03501
45	.01870	.03559	.03561	.03563
44	.02095 .02322	.03613	.03616	.03620
43	.02547	.03661	.03665	.03570
42	.02768	.03702	.03707	.03713
41	.02981	.03737	.03743	.03749
40 · · · · · · · · · · · · · · · · · · ·	.03185	03764	.03771	.03778
39	.03375	.037\$5	.03792	.03799
38	.03549	.03798	.03806	.03814
37	.03705	.03805	.03813	.03821
36	.03841	.03805	.03814	.03822
35	.03955	.03799	.03808	.03816
34	.04046	.03788	.03796	.03805
33	.04114	.03772	03780	.03728
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	.034+5	.03450 .03438
18	.03443	.03430	.03434	.03431
17	.03383	.03423	.03427 .03424	.03427
:6	.03332	.03420 .03420	.03424	.03428
18	.03293	.03424	.03428	.02431
14	.03265 .03249	03431	.03435	.03438
13	.03243	.03441	.03444	.03448
12	.03245	.03453	.05457	.03461
11	.03260	.93467	.03471	.03475
10	.03281	.03483	.03487	.03491
9	.03306	.03500	.03504	.03508
8 7	.03336	.03517	.03521	.03525
	.03369	.03535	.03539	.03543
6 5	.03403	.03552	.03556	.03561
4	.03437	.03569	.03573	.03578
3	.03469	.03585	.03590	.63594
2	.03499	.0.3601	.03605	.03609
1	.03526	.03615	.03619	.03623

Factors for Capital Replacement Component of Imputed Debt Service

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TABLE II

(Continued)

Leaschoid					
Term	27656	356	3:15%	31456	34150
Remaining		.0.3015	.03006	.02997	.02987
51	.03024	.03104	.03097	.03090	.03052
50	.03112	.03192	.03186	.03160	.03174
49	.63197	.03276	.03272	.03267	.03263
48	.03280	.03356	.03353	.03351	.03348
47	.03358 .03432	.03432	.03431	.03430	.03429
46	.03502	.03502	.03503	.03503	.03504
45	.03565	.03367	.03269	.03571	.03573
44	.03623	.03626	.03629	.036 32	.03635
43	.03674	.03678	.03682	.03687	.03691
42	.03718	.03723	.03728	.03734	.03739
41	.03755	.03761	.03767	.03773	.03779
40	.03784	.03791	.03798	.03805	.03811
39	.03607	.03814	.03821	.03829	.03856
38	.03821	.03829	.03837	.03845	.03852
37	.03829	.03837	.03845	.03853	.03861
36	.03830	.03838	.03846	.03855	.03863
35	.03824	.03833	.03841	.03849	.03837
34	.03813	.03821	.03829	.03837	.03846
33 32	.03796	.03804	.03812	.03820	.03828
32	.03775	.03782	.03790	.03798	.03806
30	.03749	.03757	.03764	.03772	.03780
29	.03721	.03728	.03736	.03743	.03750 .03 718
28	.03691	.03698	.03705	.03712	.03685
27	.03659	.03666	.03672	.03679	.03652
26	.03627	.03633	.03639	.03646	.03619
25	.03596	.03601	.03607	.03613	.03587
24	.03565	.03571	.03576	.03582 .03552	.03557
23	.03537	.03542	.03547	.03522	.03530
22	.03511	.03516	.03521	.03502	.03506
21	.03468	.03493	.03497	.03502	.03486
20	.03469	.03473	.03478	.03466	.03470
19	.03454	.03458	.034 62 .034 50	.03454	.03458
18	.03442	.03446		.03446	.03430
17	.03435	.03438	.03442 .03439	.03442	.03116
16	.03431	.03435	.03439	.03442	.03446
15	.03431	.03435	.03443	.03446	.03450
14	.03435	<u>_03439</u> _03446	.03450	.03453	.03457
13	.03442	.03456	03460	.03463	.03467
12	.03452	.03456 .0 3468	.03472	.03475	.03480
11	.03464	.03483	.03487	.03491	.03494
10	.03479	.03499	.03503	.03507	.03511
9	.03495	.03516	.03520	.03524	.03528
8	.03512 .03529	03533	.03538	.03542	.03546
7		.03551	.03556	.03560	.03564
Ġ	.03547 .03565	.03569	.03573	.03578	.03582
5	.03582	.03586	.63591	.03595	.03599
4	.03582	.03603	.03607	.03611	.03616
J	.03598	.03618	.03622	.03627	.03631
2	.03628	.03632	.03637	.03641	.03645
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TABLE II

(Continued)

maining	31/2%	33695	33496	3749
51	.02978	.02968	.029 59 .03058	.0294
50	.03074	.03066		.0305
9	.03168	.03162	.03156	.0511
48	.03259	.03254	.03250	.0324
47	.03346	.03343	.03340	.6333
46	.03428	.03426	.03425	.034
45	.03504	.03504	.03504	.035
44	.03574	.03576	.03577	.033
43	.03638	.03641	.03644	.035
42,	.03695	.03699	.03703	.037
41	.03744	63749	.03754	.037
40	.03785	.03791	.03797	.038
39	.03818	.03825	.03831	.038
38	.03843	.03850	.03857	.033
37	.03860	.03868	.03375	.038
35	.03869	.03377	.03885	.038
35	.03871	.03879	.03887	.033
34	.03866	.03874	.03882	.038
33	.03854	.03862	.03870	.035
32	.03836	.03845	.03853	.038
31	.03814	.03822	.03830	.038
30	.03787	.03795	.03803	.038
29	.03758	.03765	.03772	.037
28	.03725	.03732	.03739	.037
27	.03692	.03699	.03705	.037
26	.03658	.03664	.03670	.035
25	.03625	.03630	.03636	.036
24	.03592	.03598	.03603	.036
23	.03562	.03567	.03373	.035
22	.03535	.03540	.03545	.033
21	.03511	.03515	.03520	.035
	.03490	.03495	.03499	.033
	.03474	.03478	.03+82	.034
	.03462	.03466	.03470	
	.03454	.03458	.03451	.034
		.03454		.034
16	.03450		.03+57	.034
15	.03450	.03454	.03457	.034
14	.03454	.03457	.03461	-034
13	.03461	.03465	.03468	.034
12	.03471	.03475	.03479	.034
11	.03484	.03488	.05491	.034
19	.03498	.03502	.03506	.035
9	.03515	.03519	.03523	.635.
8	.03532	.03526	.03540	.035
7	.03530	.03554	.03558	.035
6	.03568	.03572	.03577	.035
5	.03585	.03590	.03595	.035
4	.036/24	.03608	.03612	.036
3	.03620	.03624	-03629	.036
2	.03636	.03640	.03644	.036
1	.03550	.03654	.03659	.0.36

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TABLE II

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(Continued)

Ferm maining	4%	436%	41/190	43656	4125
<u> </u>	.02939	.02929	.02919	.02909	.0289
51	.03042	.03034	.03026	.03018	.0301
50	.03143	.03137	.03130	.03124	.0311
49	.03241	.03236	.03231	.03226	.0322
48	.03334	.03331	.03328	.03324	.0352
47	.03422	.03420	.03419	.03417	.0341
46	.03504	.03504	.03504	.03504	.0350
45	.03580	.03582	.03583	.03584	.0356
44	.03649	.03652	.03654	.03557	.0363
43	.03710	.03714	.03718	.03721	.037
42	.03763	.03768	.03773	.03778	.0378
41	.03808	.03814	.03819	.03825	.0383
40	.03844	.03851	.03857	.03863	.038
39	.03872	.03879	.03836	.03893	.0390
38	.03891	.03898	.03906	.03913	.039
37		.03909	.03917	.03925	.039
36	.03961 .03904	.03912	.03920	03923	.039
35		.03907	.03915	.03924	.039
34	.03899	.03895	.03903	.03912	.039
53	.03887		.03885	.03893	.039
32	.03869	.03877	.03862	.03870	.038
31	.03846	.03854	.03834	.03841	.038
30	.03818	.03826	.03802	.03809	.038
29	.03787	.03794	.03768	.03775	.030
28	.03753	.03760	.03732	.03738	.037
27	.03718	.03725	.03696	.03702	.037
26	.03683	.03689	.03660	.03666	.036
25	.03648	.03654	.03625	.03631	.036
24	.03614	.03620	.03593	.03598	.036
23	.03583	.03588	.03564	.03569	.035
2	.03554	.03559		.03543	.035
21	.03529	.03534	.03538	.03521	.035
20	.03508	.03512	.03516	.03503	.035
19	.03490	.03493	.03499	.03-03	.034
18	.03478	.03481	.03485	.03481	.034
17	.03469	.03473	.03477	.03476	.034
16	.03465	.03469	.03472	.03476	.034
15	.03465	.03469	.03472	.03470	.034
14	.03469	.03472	.03476		
13	.03476	.03489	.03483	.03487	.034
12	.03486	.03490	.03494	.03498	.035
11	.03499	.03503	.03507	.03511	.035
10	.03514	.03518	.03522	.03526	.035
9	.03531	.03535	.03539	.03543	.035
8	.03548	.03552	.03356	.03560	.035
7	.03566	.03571	.03575	.03579	.035
6	.03385	.03589	.03593	.03597	.036
5	.03603	.03607	.03612	.03616	.036
4	.03621	.03625	.03629	.03634	.036
3	.03637	.03642	.03646	.03651	.036
2	.03653	.03657	.03662 .03676	.03666 .03631	.036 .036

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If the current interest rate established for a current year is outside of the 21/2-41/2% range, then the replacement factor for such year (Fy) can be computed by the following formula:

$$F_{y} = \left[\sum_{j=y}^{j=M} (R_{j}) (\gamma)^{(j-y)} \right] \left[\frac{1}{1 - \gamma^{(M-y+1)}} \right]; \text{ where }$$

- y = Current year of lease (For example, January 1, 1966 through December 31, 1966 = 1, etc.);
- = Current interest rate established for that year; i
- 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

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

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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.

TIERRA-A-018695

5.

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: Algolice

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 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

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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.

THE CITY OF NEW RK ATTEST: By mes Ъr Clerk ROBERT P. MARASCO Approved as to Form and Legal orporation Coung **€**1 THE PORT / UTHORITY OF NEW YORK NEW JERSEY ATTEST: ND. By Geologe/J Ma⊉ APPHOVED Executive Director Secretary Torns Toma (F)

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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:

- S85°-56'-34.5*E a distance of 13.57 feet to a point; thence
- 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
- 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

the 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.

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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:

- 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

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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:

- N15°-19'-59.8"W a distance of 135.07 feet to a point of curvature; thence
- 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

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- 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.

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

BE IT REMEMBERED that on this 12 M day of superior 1996 personally appeared Robert P. Marasco who being by me duly sworn on his oath, doth depose and make proof to my satisfaction, that he is the City Clerk of the City of Newark in the County of Essex, a municipal corporation of the State of New Jersey, the party of the second part named in the within instrument; that Sharpe James is the Mayor of the said City of Newark; that the execution, as well as the making of this instrument has been duly authorized by a proper resolution of the governing body of said City of Newark; that deponent well knows the corporate seal of the City of Newark; and the seal affixed to said instrument is such corporate seal and was thereto affixed and said instrument signed and delivered by the said Mayor as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in the presence of deponent, who thereupon subscribed his name thereto as witness.

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

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

On this $\int_{-\infty}^{\infty}$ day of $\int_{-\infty}^{\infty}$ 1996, before me the subscriber, a Notary Public of the State of New York, personally appeared GEORGE J. MARLIN, the Executive Director of THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, who I am satisfied is the person who, as such officer of The Port Authority of New York and New Jersey, has signed the within instrument made by said corporation and sealed with its corporate seal, and I having first made known to him the contents thereof, he did acknowledge that he, as such officer of said corporation, signed, sealed with the corporate seal and delivered the same on behalf of said corporation, and that the said instrument is the voluntary act and deed of such corporation made by authority from its Board of Commissioners.

Notary

KAREN E. EASTMAN Notary Public, State of New York No. -766314 Qualified in New York County Commission Expires Feb. 28, 1997

SURRENDER AGREEMENT

THIS AGREEMENT, dated as of the 17th day of April 1996, 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, 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, the lands and premises particularly described in the deed from the City as Grantor to the State of New Jersey as Grantee, which deed is 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 the Deed, 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 free and clear of the Lease;

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 as Parcel Y in the Deed and 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

Prepared by: July (ac

claim and demand whatsoever of the Port Authority in, to or out of the said lands and premises particularly described in the Deed, or any part or parcel thereof,

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 caused their respective corporate seals to be affixed and duly attested and these presents executed by their duly authorized officers as of the day and year first above written.

ATTEST:	THE PORT AUTHORITY OF NEW YORK
1.	By Aron George J. Marlin
Secretary	APPROVED: Executive Director
ATTEST:	By By Skarge James
ROBERT P. MARASCO	Mayor

PA2398

EWR REDEVELOPMENT PROGRAM LANDSIDE ACCESS - PHASE 1A

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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:

- S85°-56'-34.5"E a distance of 13.57 feet to a point; thence
- 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
- 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

the 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.

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

BE IT REMEMBERED that on this 18th day of Sutember.

1996 personally appeared who being by me duly sworn on his oath, doth depose and make proof to my satisfaction, that he is the City Clerk of the City of Newark in the County of Essex, a municipal corporation of the State of New Jersey, the party of the second part named in the within instrument; that Sharpe James is the Mayor of the said City of Newark; that the execution, as well as the making of this instrument has been duly authorized by a proper resolution of the governing body of said City of Newark; that deponent well knows the corporate seal of the City of Newark; and the seal affixed to said instrument is such corporate seal and was thereto affixed and said instrument signed and delivered by the said Mayor as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in the presence of deponent, who thereupon subscribed his name thereto as witness.

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

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

On this M day of January 1996, before me the subscriber, a Notary Public of the State of New York, personally appeared GEORGE J. MARLIN, the Executive Director of THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, who I am satisfied is the person who, as such officer of The Port Authority of New York and New Jersey, has signed the within instrument made by said corporation and sealed with its corporate seal, and I having first made known to him the contents thereof, he did acknowledge that he, as such officer of said corporation, signed, sealed with the corporate seal and delivered the same on behalf of said corporation, and that the said instrument is the voluntary act and deed of such corporation made by authority from its Board of Commissioners.

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PA2403

TIERRA-A-018716

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:

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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:

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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.

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CITY OF RK NEW THE ATTEST: By hes har ROBERT P. MARASCO 9-19-May Li Approved as to Form and Legallity on. Colui THE PORT AUTHORITY OF NEW YORK ATTEST: AND NEW JERSEY By. George /J. Marlin Executive Director Secretary APPROVED: Terms Form B

PA2406

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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:

- S85°-56'-34.5"E a distance of 13.57 feet to a point; thence
- 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
- 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

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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

the 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

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Office of the Secretary of The Port Authority of New York and New Jersey.

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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.

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EWR REDEVELOPMENT PROGRAM LANDSIDE ACCESS - PHASE 1A

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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:

- 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

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- 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.

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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:

- 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

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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

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- 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.

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PA2413

TIERRA-A-018726

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:

- N75°-25'-56.3"W a distance of 115.40 feet to a point; thence
- 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

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- 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
- 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.

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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.

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

BE IT REMEMBERED that on this _____ day of _____,

1996 personally appeared

who being by me duly sworn on his oath, doth depose and make proof to my satisfaction, that he is the City Clerk of the City of Newark in the County of Essex, a municipal corporation of the State of New Jersey, the party of the second part named in the within instrument; that Sharpe James is the Mayor of the said City of Newark; that the execution, as well as the making of this instrument has been duly authorized by a proper resolution of the governing body of said City of Newark; that deponent well knows the corporate seal of the City of Newark; and the seal affixed to said instrument is such corporate seal and was thereto affixed and said instrument signed and delivered by the said Mayor as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in the presence of deponent, who thereupon subscribed his name thereto as witness.

City Clerk

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

Notary Public

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

On this <u>H</u> day of <u>January</u> 1996, before me the subscriber, a Notary Public of the State of New York, personally appeared GEORGE J. MARLIN, the Executive Director of THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, who I am satisfied is the person who, as such officer of The Port Authority of New York and New Jersey, has signed the within instrument made by said corporation and sealed with its corporate seal, and I having first made known to him the contents thereof, he did acknowledge that he, as such officer of said corporation, signed, sealed with the corporate seal and delivered the same on behalf of said corporation, and that the said instrument is the voluntary act and deed of such corporation made by authority from its Board of Commissioners.

Nota

KAREN E. EASTMAN Notary Public. State of New York No. 4766314 Qualitied in New York County Commission Expires Feb. 28, 1997

TIERRA-A-018730

SURRENDER AGREEMENT

THIS AGREEMENT, dated as of the 17th day of April 1996, 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, 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, the lands and premises particularly described in the deed from the City as Grantor to the State of New Jersey as Grantee, which deed is 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 the Deed, 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 free and clear of the Lease;

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 as Parcel Y in the Deed and 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

Prepared by: Alge

claim and demand whatsoever of the Port Authority in, to or out of the said lands and premises particularly described in the Deed, or any part or parcel thereof,

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 caused their respective corporate seals to be affixed and duly attested and these presents executed by their duly authorized officers as of the day and year first above written.

NEW YORK AUTHORITY THE PC ATTEST: AND AVE Bv Marlin GeoDae Secretary ROVEDI Director Executive ĺÊ NEWARK ATTEST By James Clerk City lavor ROBERT P. MARASCO 9-18-90

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EWR REDEVELOPMENT PROGRAM LANDSIDE ACCESS - PHASE 1A

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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:

- \$85°-56'-34.5"E a distance of 13.57 feet to a point; thence
- 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

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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

the 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

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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.

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

'n.

BE IT REMEMBERED that on this _____ day of _ 1996 personally appeared who being by me duly sworn on his oath, doth depose and make proof to my satisfaction, that he is the City Clerk of the City of Newark in the County of Essex, a municipal corporation of the State of New Jersey, the party of the second part named in the within instrument; that Sharpe James is the Mayor of the said City of Newark; that the execution, as well as the making of this instrument has been duly authorized by a proper resolution of the governing body of said City of Newark; that deponent well knows the corporate seal of the City of Newark; and the seal affixed to said instrument is such corporate seal and was thereto affixed and said instrument signed and delivered by the said Mayor as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in the presence of deponent, who thereupon subscribed his name thereto as witness.

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

Notary Public

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

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On this day of January 1996, before me the subscriber, a Notary Public of the State of New York, personally appeared GEORGE J. MARLIN, the Executive Director of THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, who I am satisfied is the person who, as such officer of The Port Authority of New York and New Jersey, has signed the within instrument made by said corporation and sealed with its corporate seal, and I having first made known to him the contents thereof, he did acknowledge that he, as such officer of said corporation, signed, sealed with the corporate seal and delivered the same on behalf of said corporation, and that the said instrument is the voluntary act and deed of such corporation made by authority from its Board of Commissioners.

KAREN E. EASTMAN Notary Public, State of New York No. 4766314 Qualified in New York County Commission Expires Feb. 28, 1997