



**PPG Site 203  
346 Claremont Avenue  
Jersey City, NJ 07305**

**Inquiry Number: 3083066.3  
June 3, 2011**

## The EDR Chain of Title Report

## EDR Chain of Title

The EDR Chain of Title Report tracks a line of successive owners **from the present back to 1940** of a particular **parcel** of property, linked together by recorded transactions which pass title. Available nationwide, this report provides a summary of a property's ownership history and is a valuable source for determining the prior uses of a property

A network of professional **abstractors** following established procedures, uses client supplied address information to **locate**:

- Historical Chain of Title research
- Leases and Miscellaneous

**Thank you for your business.**  
Please contact EDR at 1-800-352-0050  
with any questions or comments.

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## EDR Chain of Title

### **TARGET PROPERTY INFORMATION**

#### **ADDRESS**

PPG Site 203  
346 Claremont Avenue  
Jersey City, NJ 07305

#### **Research Source**

Source 1: Hudson County Board of Taxation

Source 2: Hudson County Clerk

Examiner's Note: Public records of Hudson County, New Jersey were searched from January 1, 1940 to June 3, 2011, and no other deeds vesting title in the subject property were found of record during the period searched.

### **PROPERTY DESCRIPTION**

Current Owner: New Jersey Transit Corporation

Legal Description: Block 1781, Lot A.1

### **HISTORICAL CHAIN OF TITLE**

See Exhibit "A"

### **LEASES AND MISCELLANEOUS**

See Exhibit "B"

## **EDR Chain of Title**

**Chain of Title**

**Exhibit “A”**

## EDR Chain of Title

### HISTORICAL CHAIN OF TITLE

#### PARCEL NO. 1

##### Chain 1

Type of Deed: Deed  
Title received from: Central Railroad Co. of New Jersey, a Corp.  
Title is vested in: Corona Corporation  
Date Recorded: 12/29/1951  
Book: 2489  
Page: 81  
Comments: Central Railroad Company acquired title to the property prior to 1940.

Type of Deed: Deed  
Title received from: Central Railroad Co. of New Jersey, a Corp.  
Title is vested in: Corona Corporation  
Date Recorded: 11/23/1955  
Book: 2657  
Page: 186

Type of Deed: Deed  
Title received from: Lightolier Incorporated  
Title is vested in: 346 Claremont Associates, Limited Partnership  
Date Recorded: 4/1/1986  
Book: 3541  
Page: 179  
Comments: No conveyance was found between Corona Corporation and Lightolier Incorporated. It is likely there was a merger or name change.

Type of Deed: Deed  
Title received from: 346 Claremont Associates Limited Partnership  
Title is vested in: State-Operated School District of Jersey City  
Date Recorded: 2/28/1997  
Book: 5109  
Page: 182

Type of Deed: Deed  
Title received from: State-Operated School District of Jersey City  
Title is vested in: New Jersey Transit Corporation  
Date Recorded: 10/27/1997  
Book: 5202  
Page: 1

**EDR Chain of Title**

**LEASES and MISCELLANEOUS**

**Exhibit “B”**

## EDR Chain of Title

### LEASES and MISCELLANEOUS

1. Type of Instrument:

First Party:

Second Party:

Recorded:

Book:

Page:

CHARGE

009352  
RECEIVED DEED

97 OCT 27 AM 11:26

2260

Barbara P. Dineen  
HUDSON COUNTY  
REGISTER OF DEEDS

This Deed is made on October 24, 1997

BETWEEN

STATE-OPERATED SCHOOL DISTRICT OF JERSEY CITY, whose central offices have an address of 346 Claremont Avenue, Jersey City, New Jersey 07305, referred to as the GRANTOR,

AND

NEW JERSEY TRANSIT CORPORATION, an instrumentality of the State of New Jersey, whose address is One Penn Plaza East, Newark, New Jersey 07105-2246, referred to as the GRANTEE.

**Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the Property described below to the Grantee, subject to the permanent easement described below which is reserved by the Grantor to itself. This transfer is made for the sum of FIFTY-FOUR THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$54,400.00). The Grantor acknowledges receipt of this consideration.

**Tax Map Reference.** Municipality of Jersey City, Block No. 1781, a portion of Lot A.1.

**Property.** The Property consists of the land together with any improvements thereon contained and the privileges contained and appurtenances thereto appertaining on the land in the City of Jersey City, County of Hudson and State of New Jersey. The legal description is set forth on Exhibit A attached hereto and made a part thereof.

Being the same premises conveyed to the Grantor, State-Operated School District of Jersey City, in the deed dated February 28, 1997, from 346 Claremont Associates Limited Partnership, recorded February 28, 1997 in Deed Book 5109, pages 182 et seq.

**Easement reserved by Grantor.** Grantor hereby reserves unto itself, its successors and assigns, for the benefit of the remaining portion of Lot A.1, Block 1781 being retained by Grantor (the "Retained Property"), a non-exclusive easement, in

Prepared by:

Charlotte Kitter  
Charlotte Kitter  
Attorney-at-law, State of New Jersey

Consideration : \$		0.00 Exempt Code:	
County	State	N.P.N.R.F	Total
0.00	0.00	0.00	0.0
fee	Date: 10/27/1997		

BK5202PG001



STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION OR EXEMPTION  
(c. 49, P.L. 1968)

ALL-STATE LEGAL SUPPLY CO.  
One Commerce Drive, Cranford, N. J. 07016

PARTIAL EXEMPTION  
(c. 178, P. L. 1975)

ADGRVST-2

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY

COUNTY OF HUDSON

ss.

FOR RECORDER'S USE ONLY

Consideration \$ 20.00  
Realty Transfer Fee \$ 20.00  
Date 10-27-97 By [Signature]

\*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE

(See Instructions #3, 4 and 5 on reverse side)

Deponent, Charlotte Kitler

(Name)

, being duly sworn according to law upon his/her oath deposes and

says that he/she is the attorney for grantor, State-Operated School District of Jersey City

(State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co. Lending Institution, etc.)

in a deed dated October 24, 1997, transferring real property identified as Block No. 1781

Lot No. portion of A.1 located at 346 Claremont Avenue, Jersey City

(vacant land)

Hudson County

(Street Address, Municipality, County)

(2) CONSIDERATION

(See Instruction #6)

and annexed hereto.

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 54,400.00

(3) FULL EXEMPTION FROM FEE

Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

7(b). The grantor and the grantee (New Jersey Transit) are both public governmental agencies and subdivisions of the State.

(4) PARTIAL EXEMPTION FROM FEE

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1975 for the following reason(s):

a) SENIOR CITIZEN (See Instruction #8)

- ☐ Grantor(s) 62 yrs. of age or over.\*  
☐ One or two-family residential premises

- ☐ Owned and occupied by grantor(s) at time of sale.  
☐ No joint owners other than spouse or other qualified exempt owners.

b) BLIND (See Instruction #8)

- ☐ Grantor(s) legally blind.\*  
☐ One or two-family residential premises.

- ☐ Owned and occupied by grantor(s) at time of sale.  
☐ No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8)

- ☐ Grantor(s) permanently and totally disabled.\*  
☐ One or two-family residential premises.  
☐ Receiving disability payments.

- ☐ Owned and occupied by grantor(s) at time of sale.  
☐ Not gainfully employed.  
☐ No joint owners other than spouse or other qualified exempt owners.

\*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

c) LOW AND MODERATE INCOME HOUSING (See Instruction #8)

- ☐ Affordable According to H.U.D. Standards.  
☐ Meets Income Requirements of Region.

- ☐ Reserved for Occupancy.  
☐ Subject to Resale Controls.

d) NEW CONSTRUCTION (See Instruction #9)

- ☐ Entirely new improvement.  
☐ Not previously used for any purpose.

- ☐ Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me

this 23rd

day of October

1997

Charlotte Kitler  
Name of Deponent (sign above line)  
346 Claremont Ave.  
Jersey City, N.J. 07305  
Address of Deponent

State-Operated School District of Jersey City  
Name of Grantor (type above line)  
346 Claremont Ave.  
Jersey City, N.J. 07305  
Address of Grantor at Time of Sale

MARY L. DELIA  
Notary Public of New Jersey  
My Commission Expires Jan. 22, 1998

FOR OFFICIAL USE ONLY

This space for use of County Clerk or Register of Deeds.  
Instrument Number 07355 County Hudson  
Deed Number \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_  
Deed Dated 10-24-97 Date Recorded 10-27-97

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.  
This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.  
ORIGINAL - White copy to be retained by County.  
DUPLICATE - Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:18-6.12).  
TRIPPLICATE - Pink copy is your file copy.

BK5202PG002

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICE



2250

in perpetuity, and right of use appurtenant to and for the benefit of the Retained Property in and over a fifteen (15) foot wide strip of real property along the southern boundary of the Property beginning at West Side Avenue and extending for approximately 338 feet, as described in Exhibit B attached hereto (the "Easement"). The Easement shall be used only for the purpose of providing emergency egress from the building located on the Retained Property, and for the purpose of permitting access to the portion of the outside wall (including the foundation) of said building located along the common boundary of the Property and the Retained Property for the purpose of performing any necessary or desired maintenance, repairs, reconstruction, reinstallations, inspections and all other necessary actions in connection therewith, including the right to temporarily erect scaffolding for such purpose (the "Grantor's Work"). Grantor's use of the Easement shall be subject to the following terms and conditions:

- 1-Grantor shall perform the Grantor's Work permitted herein in a manner and at such a location so as not to unreasonably interfere with Grantee's use and enjoyment of the Property. More specifically, Grantor shall perform Grantor's Work in a manner and at such locations so as not to interfere with Grantee's access to, or operation, maintenance, replacement, repair, alteration, or improvement of, the Hudson Bergen Light Rail Transportation System.
- 2-Grantor shall, before performing any of Grantor's Work, give Grantee's Chief Engineer, or his designee, at least fourteen (14) days prior written notice.
- 3-Any and all plans, specifications or proposals for Grantor's Work shall be approved by Grantee in writing, which approval shall not be reasonably withheld.
- 4-Grantor, when performing Grantor's Work, shall comply with Grantee's rules and regulations for work on the right-of-way.
- 5-Grantor, when performing Grantor's Work, shall be responsible to ensure that men, equipment and materials are kept a safe distance away from the tracks on the approach of any moving equipment on the tracks.
- 6-If Grantee should reasonably deem flagmen necessary or desirable to properly protect its operations during the performance of Grantor's Work, Grantee may place flagmen or watchmen at the sole cost and expense of Grantor and Grantor agrees to promptly reimburse Grantee for Grantee's costs. The furnishing or failure to furnish flagmen by Grantee shall not release Grantor from any and all other liabilities assumed by Grantor under the terms hereof.

7-Any scaffolds utilized in connection with Grantor's Work shall be designed by a licensed professional engineer registered in the State of New Jersey. Erection techniques shall be reviewed and approved by Grantee.

8-In the event that Grantor's Work causes environmental harm or damage to the Easement, the Property or any surrounding properties, Grantor shall be fully responsible for any clean-up and restoration of the aforementioned lands and compliance with any federal, state, or local environmental laws associated therewith at its own cost and expense.

9-Grantor hereby releases and will protect, defend, indemnify and save harmless Grantee, and its directors, officers, agents, servants, employees and contractors (the "Indemnified Parties"), from and against all claims, demands, actions, suits, causes of action, damages, liabilities, including environmental liability, judgments, losses of any kind whatsoever, costs, and expenses including, but not limited to, court costs and counsel fees occurring as a result of any alleged injury or death of any person, or damage to property, including property of the Grantor or Grantee, or illegal act or violations of any statute or incidents or any other cause whatsoever which may accrue against the Indemnified Parties, which (a) arise from or in connection with Grantor's Work or Grantor's use of the Easement or any portion thereof; (b) arise from or in connection with any act or omission of Grantor or Grantor's agents, officials, employees, contractors, servants, or invitees, involving the easement or use thereof, including, but not limited to, failure to comply with the provisions of this deed reservation.

**Promises of Grantor.** The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor). This conveyance is made subject to any and all covenants, easements and restrictions of record affecting the Property.

**Signature.** The Grantor signs this Deed as of the date at the top of the first page.

STATE-OPERATED SCHOOL DISTRICT  
OF JERSEY CITY

By: 

Dr. Richard A. DiPatri  
State District Superintendent



STATE OF NEW JERSEY )  
COUNTY OF HUDSON ) ss:

BE IT REMEMBERED that on this 16<sup>th</sup> day of October 1997, before me, the subscriber, personally appeared Dr. Richard A. DiPatri, who, I am satisfied, is the person who has signed the within instrument, and I having first made known to him the contents thereof, he thereupon acknowledged that he signed and delivered the said instrument in his capacity as State District Superintendent for the State-Operated School District of Jersey City, a body corporate and politic, that the within instrument is the voluntary act and deed of said School District, and made this Deed for \$54,400.00 as the full and actual consideration to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:25-5).

*Mary L. O'Neil*  
MARY L. O'NEIL  
Notary Public of New Jersey  
My Commission Expires Jan. 28, 2000



EXHIBIT A

DESCRIPTION  
CITY BLOCK 1781, PORTION OF LOT A.1  
JERSEY CITY, NEW JERSEY

Beginning at a point, said point being the following course from the intersection of the easterly right-of-way line of West Side Avenue (60' feet wide), and the northerly right-of-way line of Claremont Avenue (50 feet wide), as they exist today; N44°53'18"E, a distance of 63.24 feet.

Thence, by the said easterly right-of-way line of West Side Avenue, N44°53'18"E, a distance 34.02 feet to a point, said point being on the common line of lands N/F of the Jersey City Sewerage Authority and lands of the State-Operated School District of Jersey City; thence by said common line, S72°15'18"E, a distance of 404.90 feet to a point; thence by the same, S17°44'42"W, a distance of 31.27 feet to a point; thence through the lands of the State-Operated School District of Jersey City by the common line of Block 1781 - Lot A1, and Block 1786 - Lot A, N72°15'18"W, a distance of 17.47 feet to a point; thence, along the right-of-way line of Orient Avenue, N72°15'18"W, a distance of 84.53 feet to a point; thence through the lands of the State-Operated School District of Jersey City, N17°44'42"E, 1.00 feet to a point; thence through the same, N72°15'18"W, a distance of 318.42 feet, to the Point of Beginning.

Containing 12,593 square feet or 0.289 acres, more or less.

ALL OF THIS LAND  
HAS BEEN SENT TO JERSEY CITY OFFICE

EXHIBIT B

ACCESS AND MAINTENANCE EASEMENT

Beginning at a point, said point being the following course from the intersection of the easterly right-of-way line of West Side Avenue (60' feet wide) and the northerly right-of-way line of Claremont Avenue (50 feet wide) as they exist today; N44°53'18"E, a distance of 63.24 feet.

Thence, by the said easterly right-of-way line of West Side Avenue, N44°53'18"E, a distance of 16.86 feet to a point; thence, leaving said right-of-way line and through the lands now conveyed to New Jersey Transit Corporation, S72°15'18"E, a distance of 324.73 feet to a point; thence, by the same, S17°44'42"W, 16.00 feet to a point, said point being on the northerly right-of-way line of Orient Avenue; thence, by said right-of-way line N72°15'18"W, a distance of 14.00 feet to a point; thence, along the boundary line of lands herein being conveyed to New Jersey Transit Corporation, N17°44'42"E, a distance of 1.00 foot to a point; thence, by the same, N72°15'18"W, a distance of 318.42 feet, to the Point of Beginning.

Containing 4,943 square feet or 0.113 acres, more or less.

A COPY OF THIS DEED  
WAS FORWARDED TO RECORDS OFFICE



**DEED**

Dated: October 24, 1997

STATE-OPERATED SCHOOL  
DISTRICT OF JERSEY CITY,

Grantor,

Record and Return to:

Barbara S. Goldsmith,  
Deputy Attorney General  
Division of Law  
One Penn Plaza East  
Newark, New Jersey 07105-2256

- to -

NEW JERSEY TRANSIT  
CORPORATION,

Grantee.

22-  
24 cut  
CHARGE

BK5202PG008