

**BOROUGH OF OAKLAND
BERGEN COUNTY, NEW JERSEY**

Number _____ **Hearing Date** _____

Disposition _____ **Site Inspection** _____

Name

Address

Telephone

Applicant Puff & Stuff Cloud, LLC

Owner DMR Realty, Inc.

Tenant/Leasee Puff & Stuff Cloud, LLC

Agent for Owner _____

Property Location 400 Ramapo Valley Road **Block** 3901 **Lot** 1

**APPLICATION FOR APPEAL FROM ADMINISTRATIVE DECISION
OR VARIANCE FROM THE REQUIREMENTS OF THE ZONING
ORDINANCE**

Check nature of the application:

- ☐ Appeal interpretation of Building Inspector. (Type A)
- ☐ Bulk variance, requesting relief from dimensional zoning code requirement (Type C).
- ☒ Use variance from zoning code permitted uses. (Type D)

To the Board of Zoning Adjustment:

This appeal is from the decision rendered by the Building Inspector dated 3/23
20 23. The Board acts only on appeal from an Administrative decision.

Variation Requested

An appeal is hereby made for a variance from the terms of sections and paragraphs numbered 59;53.1B(1) of the Zoning ordinance so as to permit (in accordance with the attached plans): The use of the subject retail store as a retail tobacco and vape store. The Applicant is seeking a use variance as the intended use is consistent with the retail uses set forth in Section 59-53.1B(B) of the ordinance but not specifically listed.

Reasons for variation

The law requires that certain conditions must be established before a variance can be granted.

Note: The Board of Adjustment is required to make a written finding of facts from the showing applicant makes that the three enumerated conditions exist and, in addition, must find that the granting of such variance will not be contrary to the objectives of the Zoning Plan.

(Explain in detail wherein your case conforms to the following three requirements. Not required for administrative appeals applications)

1. That the strict application of the provisions of the Zoning ordinance would result in practical difficulties or unnecessary hardships inconsistent with its general purpose and intent, or where the benefit outweighs the detriment.

PLEASE SEE ATTACHED

2. That there are exceptional circumstances or conditions applicable to the property involved, its intended use or its development that do not generally apply to other property in the same zone and /or neighborhood.

PLEASE SEE ATTACHED

3. That the granting of this variance will not be materially detrimental to the public welfare or injurious to the other property or improvements in that zone and / or neighborhood.

PLEASE SEE ATTACHED

Reasons for variation

1. The property in which the subject retail store is located is zoned for retail use. The Applicant intends to use the subject space for retail use. The proposed use, while not specifically delineated in the ordinance, is consistent with and compatible with the other uses in this shopping center and the zone in which the property is located. The Applicant contends that the particular use, although similar to the numerous uses listed in the ordinance, was either not contemplated at the time of the adoption of the ordinance or this use was inadvertently omitted from the ordinance.
2. The property which is the subject of this application is part of a retail strip mall. All units in the strip mall are currently used for retail businesses. The use of this property for retail purposes is what was intended at the time the property was developed and is best used for retail purposes.
3. The proposed use is consistent with the uses delineated in the ordinance and the intended use of the property. The intended use will not be materially detrimental to the public welfare or injurious to other properties in the zone. To allow this store to remain idle would have a negative impact on the shopping center and zone.

Description of proposed structure, property or use:

(If answers to any of the questions below is none or not applicable, indicate "N/A")

1. Block number 3901 Lot number 1 Zoning district C BD-1
2. Street Address 400 Ramapo Valley Road
3. Located between Yawpo Avenue and NYS&W Railroad (give street names)
4. Has present or previous owner or applicant held title to or held any interest in Adjoining property at any time? Yes _____ No X If yes, explain nature of interest. _____
5. Lot length & width: See Survey Interior of corner lot? Corner lot
6. Number of Streets the lot has frontage on: 2 Lot square foot area 48,087 sq. ft.
7. Building size: (length & width) 60' x 19' (subject store)
8. Height of building: (stories & feet) 1 story (20 ft.)
9. Percentage of lot occupied by building:
Now: 32 % - With proposed addition N/A %
10. Setback from property lines:

	Front	Rear	Right side	Left side
a. Existing:	<u>110 ft.</u>	<u>15 ft.</u>	<u>3.5 ft.</u>	<u>2 ft.</u>
b. Proposed:	<u>No change or exterior improvements are proposed.</u>			
11. Has there been any previous appeal involving these premises?
Yes _____ No _____ Unknown
12. Premises presently or last occupied as Insurance Agency
13. Has premises been the subject of any Planning Board action?
Yes _____ No _____ Unknown
If yes, attach a copy of Planning Board resolution to this application.
14. Date present owner became owner of property. January 2008

Jun 21, 2023

EXHIBIT A

Adam Zokari

400 Ramapo Valley Rd, Oakland, NJ 07436

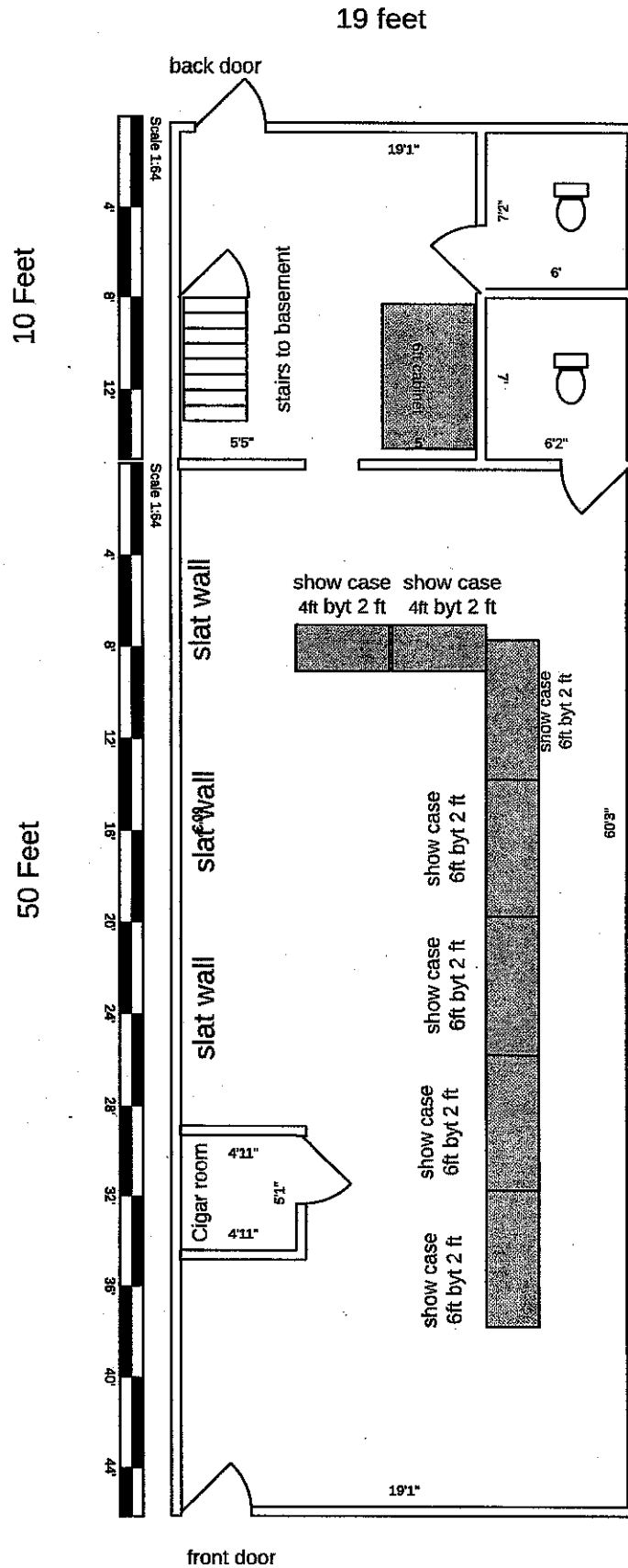


EXHIBIT B

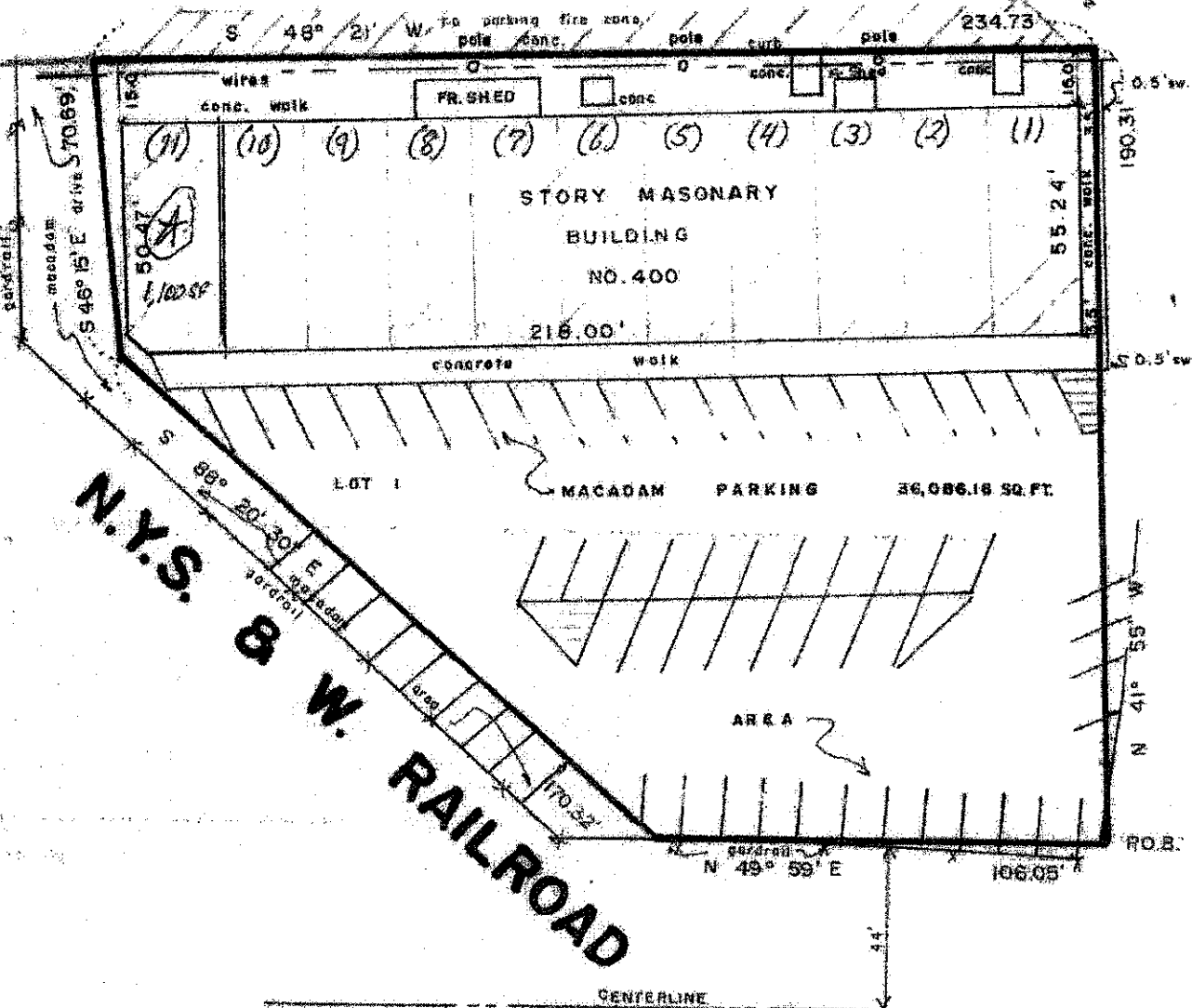
TAX MAP LOT 1
TAX MAP BL. 3405

THE ULTIMATE L... HAS AGREED TO THE PROPERTY CORNERS NOT... SET UNDER N.J.A.C. 13:40-5.1(d)

BUILDING OFFSETS NOT TO BE USED FOR CONSTRUCTION OF FENCES OR OTHER PERMANENT STRUCTURES.
SUBJECT TO ALL EASEMENTS AND RIGHT OF WAYS OF RECORD, IF ANY.

VINE STREET 50' WIDE

YAWPO AVENUE 50' WIDE



THIS SURVEY HAS BEEN MADE FROM INFORMATION FURNISHED TOGETHER WITH EVIDENCE
FOUNDED ON THE GROUND AND IS CERTIFIED TO:
COMMONWEALTH ALL-SERVICE TITLE AGENCY
SEGRETO, SEGRETO & SEGRETO (PAUL A. SEGRETO, ESQ.)

THIS CERTIFICATION IS MADE SPECIFICALLY FOR THE INDIVIDUALS IN THE TITLE AND/OR
THE CERTIFICATION THE UNDERSIGNED WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY
ASSIGNMENT OF THIS SURVEY THROUGH A SURVEY AFFIDAVIT TO ANY PERSON NOT SO
NAMED

DATE: OCTOBER 1, 2002

[Signature]
TO BE COMPLETED BY SURVEYOR ON 10/1/02

SURVEY MAP PREPARED FOR AND CERTIFIED TO

RAMAPO SHOPPING CENTER INC.

400 RAMAPO VALLEY ROAD

BOROUGH OF OAKLAND

BERGEN COUNTY NEW JERSEY

SCALE
1" = 40'

JOHN HOODYMAN, JR.
HOODYMAN SURVEYING ASSOCIATES
P.O. BOX 63 WYCKOFF, N.J. 07481
PHONE & FAX • 201.891.4040

LAND LEASE

This Lease, Made in duplicate, the 10th day of August
One Thousand, Nine Hundred and Seventy, by and between

NEW YORK, SUSQUEHANNA AND WESTERN RAILROAD COMPANY, a New Jersey corporation, having its principal place of business at 309 River Road, Edgewater, N.J., hereinafter designated as Lessor, and Borough of Oakland, a municipal Corp., of the State of New Jersey in the Borough of Oakland, County of Bergen and State of New Jersey hereinafter designated as Lessee, WITNESSETH:

Lessor, in consideration of the rents to be paid and the covenants to be performed by Lessee, as hereinafter recited hereby leases to Lessee the following described premises, situate in the Borough of Oakland, County of Bergen and State of New Jersey

viz:

A parcel of land as outlined in red on plan attached hereto and made a part hereof:

TO HAVE AND TO HOLD the same unto Lessee for the term of one (1) year from the 15th day of July, 1970, subject to all the conditions and covenants hereinafter recited and to all encumbrances, conditions, covenants, rights and easements to which the title or possession of Lessor is subject: it being understood and agreed by the parties hereto that this lease may be terminated and canceled by Lessor at any time, by giving at least thirty (30) days previous notice in writing to Lessee of the time when the same will be so terminated and canceled; but in case of non-payment of rent or taxes by Lessee, as hereinafter provided, or the violation or non-fulfillment of any of the other provisions of this lease by Lessee, then Lessor may terminate and cancel this lease by giving not less than three (3) days similar notice to Lessee; it being further understood and agreed that if this lease shall continue for the full term above specified, then it shall continue in effect thereafter, on the same terms and conditions, except as modified by agreement, until terminated by either party hereto giving to the other party hereto at least thirty (30) days previous notice in writing of such termination. The notice herein provided to be given by Lessee shall be served on the Land and Tax Agent of Lessor, and any of the notices herein provided to be given by Lessor, may be served personally upon Lessee, or by leaving it with any person occupying said premises or with any servant or employee of Lessee on said premises, or by mailing such notice, directed to Lessee, at

Oakland, New Jersey aforesaid, and upon the expiration of the time limited in any notice herein provided for, Lessor may forthwith enter upon and take and maintain possession of said leased premises and remove all persons therefrom without let or hindrance and without liability therefor: any law, usage or custom of said State to the contrary notwithstanding.

Said premises are leased solely for the purpose of

a driveway, to relieve congested traffic in
business area.

and the business property pertaining thereto, and shall not be used by Lessee for any other purpose whatsoever or for any business deemed extra hazardous on account of fire or otherwise, without the consent of Lessor, first had in writing.

Lessee hereby agrees to pay for use of said premises the yearly rent of

One Hundred dollars

Dollars (\$ 100.00),

payable in annual installments of Dollars

each in advance on the 15th day of July, at the office of the Landlord, 100 Market Street, Newark, New Jersey, or at such other place as the Landlord may hereafter designate by written notice to the Tenant: It being mutually understood that rent paid in advance for a period subsequent to the termination of this lease shall be repaid to Lessee within thirty days after demand, unless such termination shall be on account of violation or non-fulfillment of any of the provisions of this lease by Lessee, and that any demand of rent made by Lessor after the date it is due shall have the same effect as if made on the day it is due; any law or custom of said State to the contrary notwithstanding.

Lessee shall pay all water rates or rents and sewer rentals and service charges assessed, charged or levied on or on account of the leased premises, and all taxes, assessments, sewer rentals and service charges, assessed, charged or levied on or on account of the improvements and property of Lessee thereon during the continuance of this lease; and Lessee agrees that Lessor may at the option of the Lessor, pay such taxes, assessments, water rates or rents, sewer rentals and service charges, and that in case of such payment Lessee will repay the same to Lessor within thirty days after receipt of bill or voucher therefor.

Lessor hereby gives to Lessee, subject to all of the conditions herein recited, the privilege of erecting, maintaining and using on said leased premises suitable buildings and other improvements for said purposes; provided that such buildings and improvements shall be constructed and maintained in such manner as shall be approved in advance by the General Manager or other proper officer of Lessor; that Lessee shall, so long as this lease continues, keep all buildings and other structures on said leased premises painted, so as to present a good appearance, so far as required by such General Manager or other proper officer, and keep all of said buildings and other improvements in good repair.

It is further so understood and agreed that upon or before the termination, by notice or otherwise, of this lease, in case all rents, taxes and assessments have been paid and all covenants herein on the part of Lessee have been performed, the buildings and improvements constructed or owned by Lessee may be removed from said premises by Lessee, in which case Lessee shall restore said premises to the same or as good condition as before the giving of this lease; but if not so removed then Lessor may convert the same to its or their own use and all right, title and interest of Lessee therein shall cease and be vested in Lessor. However, in case Lessor at the expiration, or other termination of this lease shall require the removal from the leased premises of any or all said buildings or improvements, whether or not Lessee shall be in default under said lease, Lessor shall notify Lessee accordingly and Lessee promptly shall remove all such buildings and improvements and restore said premises as aforesaid; but if Lessee does not so remove and restore, then Lessor may do so at the cost and expense of Lessee, to be paid promptly after receipt of bill or voucher therefor.

Lessee further covenants to keep said leased premises and appurtenances in good sanitary condition, free from all accumulations of rubbish, so as fully to meet the requirements of the Health Officer or other proper authority having jurisdiction; to comply with all laws, regulations and orders of governmental authorities applicable to the use of the leased premises and in general to keep said premises and appurtenances in good order and to occupy and use the same in a careful, safe and orderly manner and so as not to interfere in any way with the maintenance or operation of the railroad or any of its appurtenances operated by Lessor; all to be done in such manner as to meet with the approval of the aforesaid General Manager or other proper officer of Lessor.

The Lessee hereby agrees during the period of this lease to keep the sidewalk and curbing in front of the leased premises free and clear of all rubbish, snow and ice, and make any repairs that may become necessary to said sidewalk and curbing; said sidewalk and curbing to be maintained in such manner as to meet with the approval of the General Manager or other proper officer of said Lessor.

"Lessor shall not be liable to the Lessee, its employees, agents, licensees or invitees, or to any other persons, for any injury or damage sustained by them or by their property by reason of any defects or changes in the condition of the leased premises, and Lessee shall indemnify and save harmless the Lessor from and against any and all claims, demands, actions, judgments, fines, costs and expenses of any kind arising out of or in anywise connected with the use, occupation or control by the Lessee of the leased premises or arising by reason of any breach or non-performance of any covenant or condition herein agreed to be kept and performed by Lessee."

Lessee expressly covenants and agrees that at the expiration or sooner termination hereof Lessee will vacate and surrender said premises in as good condition as they were in at the beginning of the term hereof.

The failure of Lessor to insist, in any one or more instances, upon a strict performance of any of the terms, covenants or conditions of this lease, shall not be construed as a waiver or relinquishment for the future of such terms, covenants and conditions, but the same shall continue and remain in full force and effect. The receipt by Lessor of rent or taxes with knowledge of the breach of any of the terms, covenants or conditions hereof, shall not be deemed a waiver of such breach, nor shall the cancellation or other termination of this lease waive or relinquish the obligation of Lessee to pay or discharge any taxes, rents or other obligations accruing hereunder.

This lease is made subject to the rights for existing underground cables of the American Telephone & Telegraph Company.

JWS
The rights, duties and obligations of the respective parties hereto under this lease shall carry to and be binding upon their heirs, executors, administrators, lessees, successors and assigns, respectively, but said leased premises shall not be sublet, nor shall this lease be mortgaged or assigned, in whole or in part, by Lessee without the consent of Lessor first had in writing.

IN WITNESS WHEREOF, the parties hereto execute this lease, dated the day and year first hereinbefore written.

NEW YORK, SUSQUEHANNA AND WESTERN
RAILROAD COMPANY

Approved:

WITNESS:

/s/ L.F. Spencer

By /s/ W.J. Murphy
Manager of Prop. ~~XXXXXXXXXXXX~~

WITNESS:

/s/ Margaret Suman

BOROUGH OF OAKLAND

/s/ T. Emmet Bauer

Mayor

LEASE

FILE NO.

NEW YORK, SUSQUEHANNA AND
WESTERN RAILROAD COMPANY

TO

Dated:

Term Commencing:

Rent:

\$ per year, payable

LOCATION OF PREMISES:

County:

State:

Form 17A 2-61 8-51 500

AFFIDAVIT OF APPLICANT

STATE OF NEW JERSEY }

SS:

COUNTY OF BERGEN }

Adam F. Zokari of full age, being dully sworn according to law, on oath deposes and says that all of the above statements and the statements contained in the papers submitted herewith are true.

Sworn to and subscribed

Before me this _____ day

Of June, 2023.

Adam

(Applicant to sign here)

AFFIDAVIT OF OWNERSHIP

STATE OF NEW JERSEY }

SS:

COUNTY OF BERGEN }

EDWARD DECKER of full age, being duly sworn according

to law on oath deposes and says, that the deponent resides at 201 SHERIDAN AVE in the TOWNSHIP of HO-HO-ECS in the County of Bergen and the State of NJ that DM2 Realty LLC is the owner in fee of all that certain lot, piece or parcel of land situated, lying, and being in the municipality aforesaid, and known and designated as block 3901 and lot 1.

Sworn to and subscribed

Before me this 5 day

Of July, 2023.

Madeleine Decker

(Owner to sign here)

AUTHORIZATION

(If anyone other than above owner is making this application, the following authorization must be executed.)

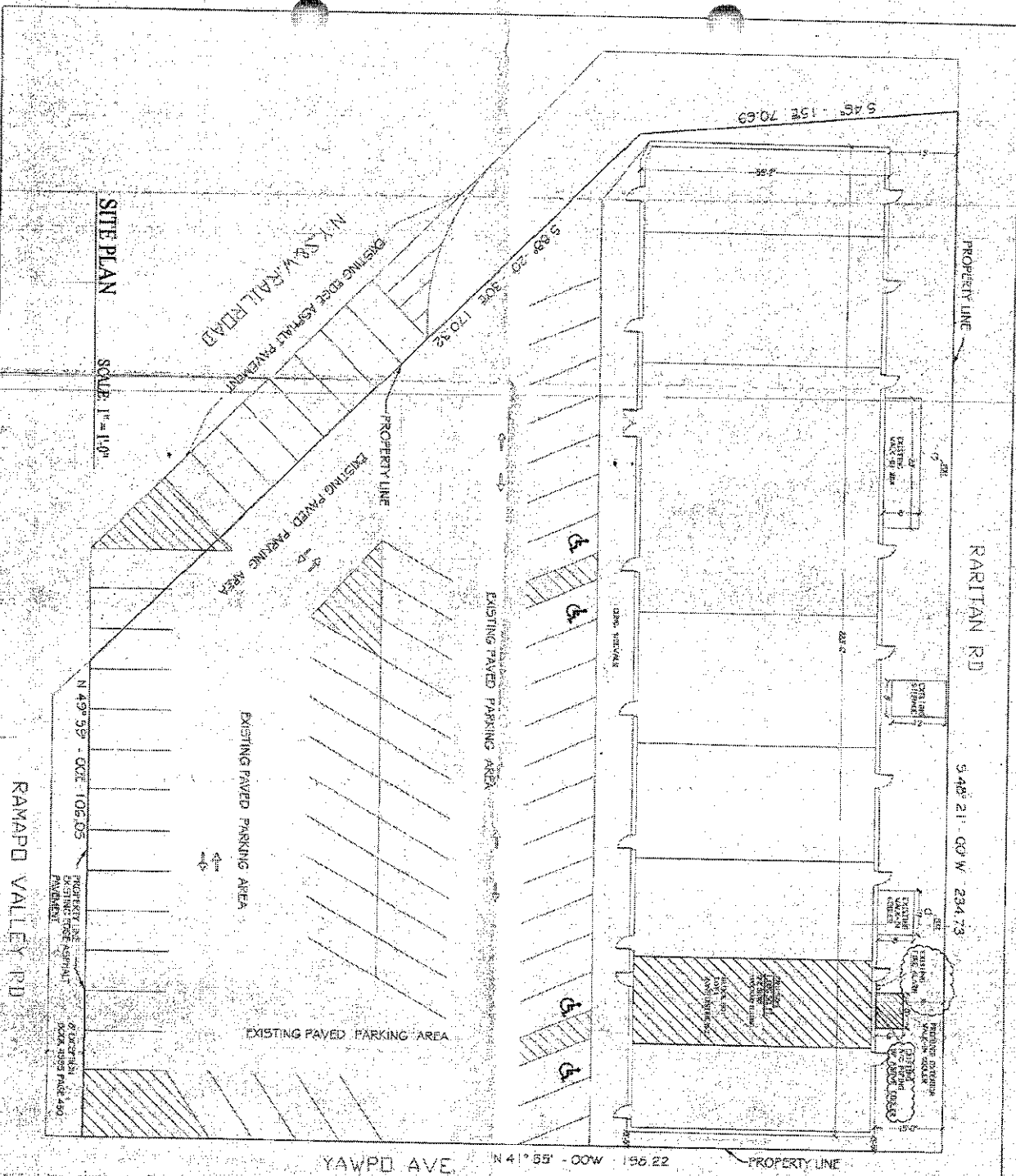
To the Board of Adjustment:

_____ is hereby authorized to make the within application.

Dated: _____

(owner to sign here)

MADELEINE DECKER
Commission #50113155
Notary Public, State of New Jersey
My Commission Expires
September 23, 2024



STTE PLAN

RAMAPO VALLEY EXPD

RAKU SUSHI 400 BARNARD VALLEY RD CARLISLE, NJ 07430 BLOCK 3901 LOT 1 ZONE: B-2	SHEET S. 1
DRAWN BY DATE 04/27/2008 DATE 10/09/08 REVISED BY SHEET NO.	PLOT NO. 00530
SITE PLAN	

PLANING BD. SECRETARY	DATE
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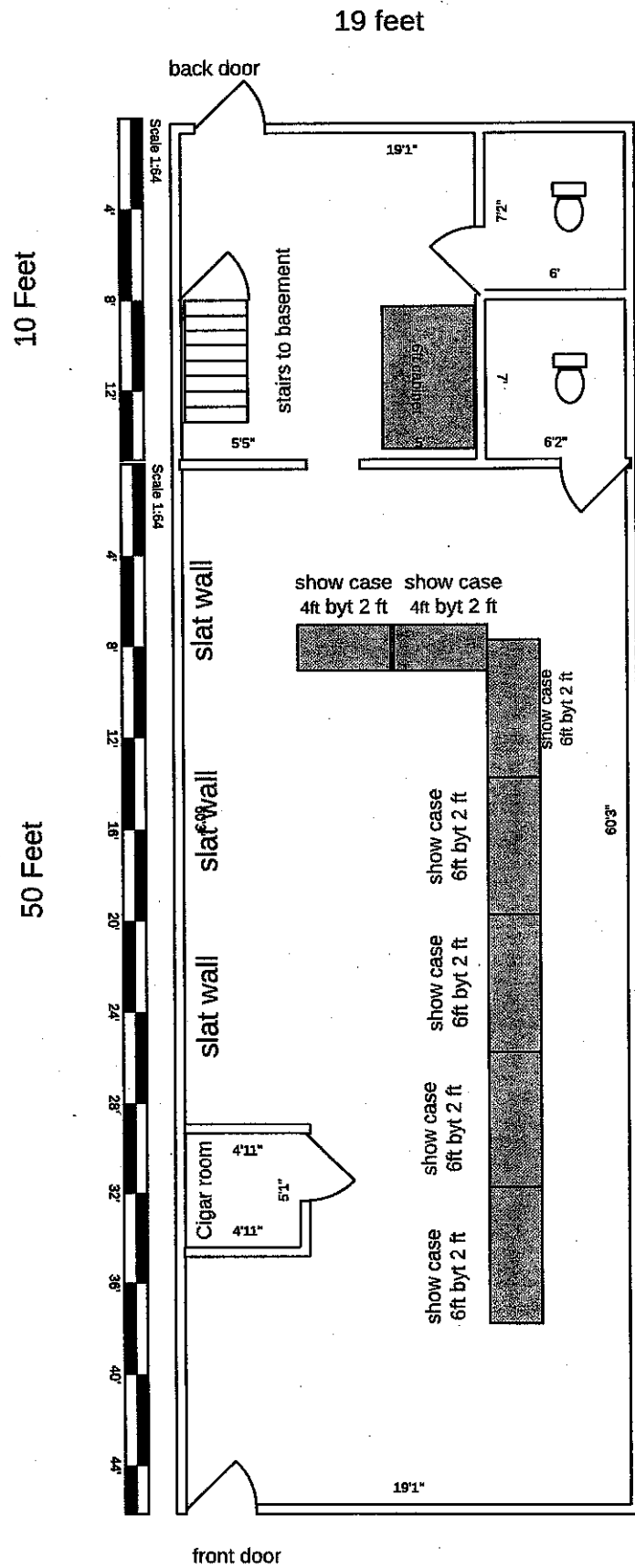
PLANNING BD. CHAIRPERSON	DATE
--------------------------	------

APPLICANT OR AGENT DATE

Jun 21, 2023

Adam Zokari

400 Ramapo Valley Rd, Oakland, NJ 07436



LAND LEASE

This Lease, Made in duplicate, the 10th day of August

One Thousand, Nine Hundred and Seventy , by and between

NEW YORK, SUSQUEHANNA AND WESTERN RAILROAD COMPANY, a New Jersey corporation, having its principal place of business at 100 Market Street, New Jersey, hereinafter designated as Lessor, and Borough of Oakland, a municipal Corp., of the State of New Jersey in the Borough of Oakland, County of Bergen and State of New Jersey hereinafter designated as Lessee, WITNESSETH:

Lessor, in consideration of the rents to be paid and the covenants to be performed by Lessee, as hereinafter recited hereby leases to Lessee the following described premises, situate in the Borough of Oakland, County of Bergen and State of New Jersey

viz:

A parcel of land as outlined in red on plan attached hereto and made a part hereof:

TO HAVE AND TO HOLD the same unto Lessee for the term of one (1) year from the 15th day of July, 1970, subject to all the conditions and covenants hereinafter recited and to all encumbrances, conditions, covenants, rights and easements to which the title or possession of Lessor is subject: it being understood and agreed by the parties hereto that this lease may be terminated and canceled by Lessor at any time, by giving at least thirty (30) days previous notice in writing to Lessee of the time when the same will be so terminated and canceled; but in case of non-payment of rent or taxes by Lessee, as hereinafter provided, or the violation or non-fulfillment of any of the other provisions of this lease by Lessee, then Lessor may terminate and cancel this lease by giving not less than three (3) days similar notice to Lessee; it being further understood and agreed that if this lease shall continue for the full term above specified, then it shall continue in effect thereafter, on the same terms and conditions, except as modified by agreement, until terminated by either party hereto giving to the other party hereto at least thirty (30) days previous notice in writing of such termination. The notice herein provided to be given by Lessee shall be served on the Land and Tax Agent of Lessor, and any of the notices herein provided to be given by Lessor, may be served personally upon Lessee, or by leaving it with any person occupying said premises or with any servant or employee of Lessee on said premises, or by mailing such notice, directed to Lessee, at Oakland, New Jersey aforesaid, and upon the expiration of the time limited in any notice herein provided for, Lessor may forthwith enter upon and take and maintain possession of said leased premises and remove all persons therefrom without let or hindrance and without liability therefor: any law, usage or custom of said State to the contrary notwithstanding.

Said premises are leased solely for the purpose of

a driveway, to relieve congested traffic in
business area.

and the business properly pertaining thereto, and shall not be used by Lessee for any other purpose whatsoever or for any business deemed extra hazardous on account of fire or otherwise, without the consent of Lessor, first had in writing.

Lessee hereby agrees to pay for use of said premises the yearly rent of

One Hundred dollars

Dollars (\$ 100.00),

payable in annual installments of Dollars

each in advance on the 15th day of July, at the office of the Landlord, 100 Market Street, Paterson, New Jersey, or at such other place as the Landlord may hereafter designate by written notice to the Tenant: it being mutually understood that rent paid in advance for a period subsequent to the termination of this lease shall be repaid to Lessee within thirty days after demand, unless such termination shall be on account of violation or non-fulfillment of any of the provisions of this lease by Lessee, and that any demand of rent made by Lessor after the date it is due shall have the same effect as if made on the day it is due; any law or custom of said State to the contrary notwithstanding.

Lessee shall pay all water rates or rents and sewer rentals and service charges assessed, charged or levied on or on account of the leased premises, and all taxes, assessments, sewer rentals and service charges, assessed, charged or levied on or on account of the improvements and property of Lessee thereon during the continuance of this lease; and Lessee agrees that Lessor may at the option of the Lessor, pay such taxes, assessments, water rates or rents, sewer rentals and service charges, and that in case of such payment Lessee will repay the same to Lessor within thirty days after receipt of bill or voucher therefor.

Lessor hereby gives to Lessee, subject to all of the conditions herein recited, the privilege of erecting, maintaining and using on said leased premises suitable buildings and other improvements for said purposes; provided that such buildings and improvements shall be constructed and maintained in such manner as shall be approved in advance by the General Manager or other proper officer of Lessor; that Lessee shall, so long as this lease continues, keep all buildings and other structures on said leased premises painted, so as to present a good appearance, so far as required by such General Manager or other proper officer, and keep all of said buildings and other improvements in good repair.

It is further so understood and agreed that upon or before the termination, by notice or otherwise, of this lease, in case all rents, taxes and assessments have been paid and all covenants herein on the part of Lessee have been performed, the buildings and improvements constructed or owned by Lessee may be removed from said premises by Lessee, in which case Lessee shall restore said premises to the same or as good condition as before the giving of this lease; but if not so removed then Lessor may convert the same to its or their own use and all right, title and interest of Lessee therein shall cease and be vested in Lessor. However, in case Lessor at the expiration, or other termination of this lease shall require the removal from the leased premises of any or all said buildings or improvements, whether or not Lessee shall be in default under said lease, Lessor shall notify Lessee accordingly and Lessee promptly shall remove all such buildings and improvements and restore said premises as aforesaid; but if Lessee does not so remove and restore, then Lessor may do so at the cost and expense of Lessee, to be paid promptly after receipt of bill or voucher therefor.

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IN WITNESS WHEREOF, the parties hereto execute this lease, dated the day and year first hereinbefore written.

NEW YORK, SUSQUEHANNA AND WESTERN
RAILROAD COMPANY

Approved:

WITNESS:

/S/ L.F. Spencer

By /S/ W.J. Murphy
Manager of Prop. ~~XXXXXXXXXX~~

WITNESS:

/S/ Margaret Suman

BOROUGH OF OAKLAND

/S/ T. Emmet Bauer

Mayor

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FILE NO.

NEW YORK, SUSQUEHANNA AND
WESTERN RAILROAD COMPANY

TO

Dated:

Term Commencing:

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\$ per year, payable

LOCATION OF PREMISES:

County:

State: