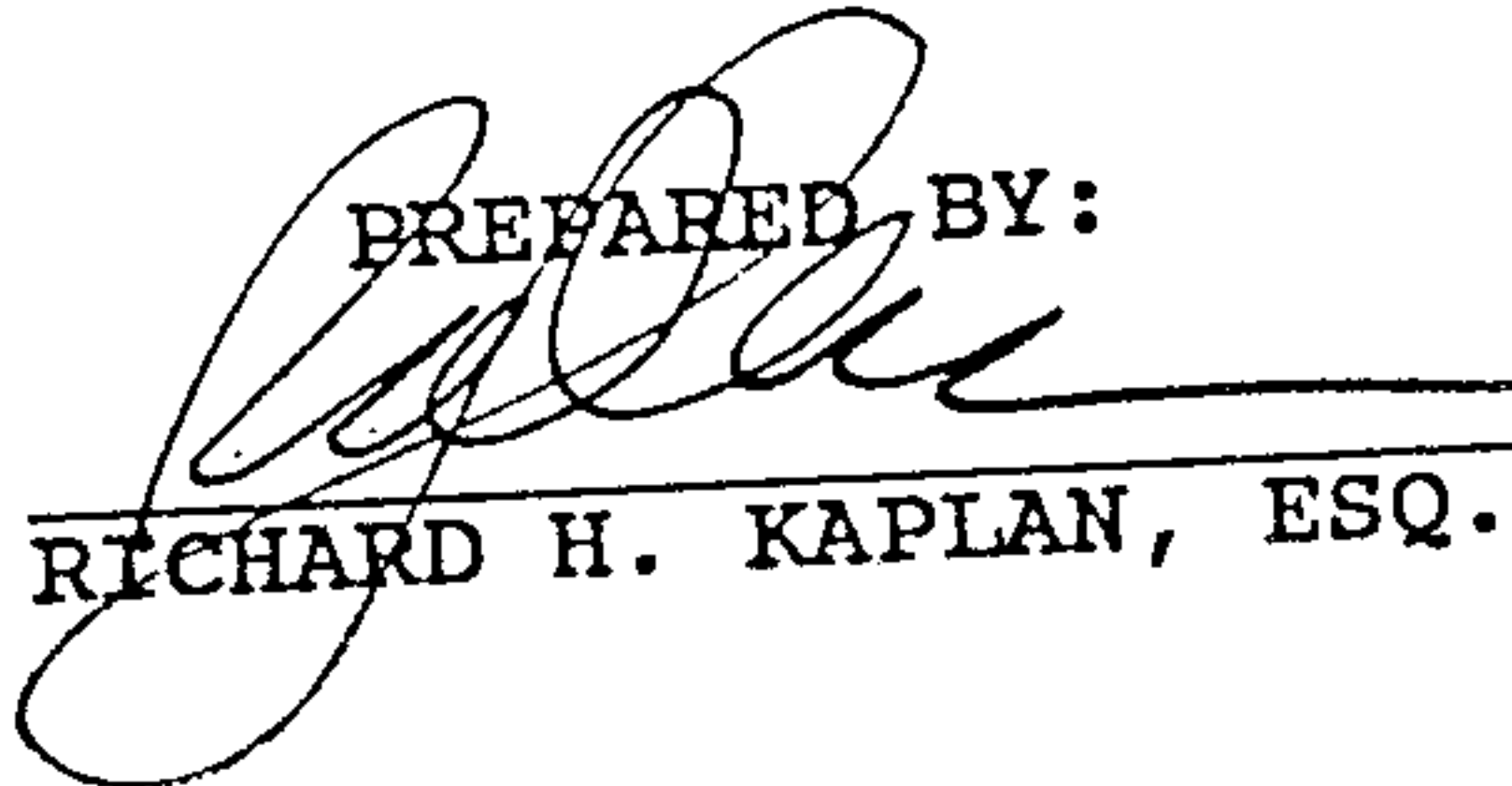


BK5090PG0610

(Eagle Ridge Way)
8/8/89
8/10/89

PREPARED BY:

RICHARD H. KAPLAN, ESQ.

DEED OF EASEMENT

This Deed of Easement is made on AUGUST 15, 1989 between:

MORRIS DEVELOPMENT CORPORATION,
a New Jersey corporation, with offices at
414 Eagle Rock Avenue, West Orange, NJ 07052
(Hereinafter the "Grantor")

AND

Mr. & Mrs. Reddy ☐
Eagle Ridge Way
West Orange, NJ 07052
(Block 106, Lot 16.01)

Mr. & Mrs. Flagg ☐
Eagle Ridge Way
West Orange, NJ 07052
(Block 106, Lots 20.01,
20.03)

Rhoda Smith ☐
Eagle Ridge Way
West Orange, NJ 07052
(Block 106, Lot 24.01)

Dr. & Mrs. Kim
108 Eagle Ridge Way
West Orange, NJ 07052
(Block 108, Lot 2.01)

Daniel Williams
Hy-Way Bowl
Route 22
Union, NJ 07083
(Block 108, Lot 2.03)
(Hereinafter collectively the "Grantees")

Elinor Tiger ☐
Eagle Ridge Way
West Orange, NJ 07052
(Block 106, Lot 16.02)

Thomas & Laura Judge ☐
Eagle Ridge Way
West Orange, NJ 07052
(Block 106, Lot 20.02)

Mr. & Mrs. Goldstein
Eagle Ridge Way
West Orange, NJ 07052
(Block 1.08, Lot 2.02)

Ann Miele
Eagle Ridge Way
West Orange, NJ 07052
(Block 1.08, Lot 2.04)

Tax Map Reference. (N.J.S.A. 46:15-2.1) Township of West Orange, County of Essex, part of Lot 20, Block 106 (also part of new Lot 1, Block 107); Block 106, Lots 16.01, 16.02, 20.01, 20.02, 20.03, and 24.01; Block 108, Lots 2.01, 2.02, 2.03 and 2.04.

Property. The Property consists of the land in the Township of West Orange, County of Essex and State of New Jersey.

Grant of Easement. For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Grantor has granted, and by these presents does hereby grant to Grantees, an easement for the purposes hereinafter set forth, through, upon and under those lands located in the Township of West Orange, County of Essex and State of New Jersey, more fully described in Schedule A attached hereto and made a part hereof

(hereinafter referred to as the "Easement Area").

It is the true intent and purpose of these presents to grant to Grantees the non-exclusive easement (subject to the limitations herein contained) to use the Easement Area for and in connection with the construction, installation, enlargement (within the Easement Area), repair, maintenance, operation and use of a roadway and incidental improvements solely for single family residences on lots which are no smaller than those which presently exist for vehicles and pedestrians for ingress and egress to and from existing adjoining roads of the Township of West Orange, to and from certain premises owned by the Grantees and located along Eagle Ridge Way, and being known as Block 106, Lots 16.01, 16.02, 20.01, 20.02, 20.03 and 24.01; and Block 108, Lots 2.01, 2.02, 2.03 and 2.04 on the Tax Map of the Township of West Orange, County of Essex, New Jersey (hereinafter said premises are collectively referred to as the "Dominant Estate"), for so long as the Grantees shall be the owners of their respective lots within the Dominant Estate.

The Grantor assumes no obligation whatsoever for maintenance or repair of any such roadway, and the Grantees shall maintain and repair any such roadway. The Grantees, by accepting this easement, agree that Grantees shall maintain and repair any such roadway in good and safe condition, whether pre-existing or installed or constructed by Grantees within the Easement Area.

Grantor hereby reserves unto itself the right to use the Easement Area for any purposes not inconsistent with the terms hereof, including, but not limited to (i) ingress and egress by pedestrians and all classes of vehicles to and from other lands owned by Grantor which may be served by the road herein contemplated, (ii) the construction, installation and use of lines, pipes and conduits to facilitate the delivery of utilities to other lands owned by Grantor, and ~~(iii) the construction, installation and use of pipes and conduits to facilitate drainage of storm waters from other lands owned by Grantor.~~

Grantor hereby further reserves unto itself the right to relocate the Easement Area at Grantor's expense, provided that Grantor obtains the approval of the applicable governmental authorities.

The foregoing grant of easement, and all rights, duties and obligations herein, shall be binding upon and inure to the benefit of the Grantor and the Grantees, and their respective successors in title.



44 Roseland Avenue P.O. Box S Roseland, N.J. 07068 (201) 226-0141

**DESCRIPTION OF RELOCATED
EAGLE RIDGE DRIVE**

BEGINNING at a point on the 42nd corner of lands conveyed to Crystal Lake Development Corp. by Deed recorded in Book 4915 Page 578. Said point also being on the centerline of Eagle Ridge Drive;

thence (1) running along the 42nd course of said Deed on a curve curving to the right having a radius of 1200' and an arc distance of 39.46' and a chord of South 30°-46'-27" West 39.46' to a point;

thence (2) running along the Southerly side line of proposed Eagle Ridge Drive Right-of-Way on a curve curving to the left having a radius of 80' and an arc distance of 52.53' and a chord of North 45°-11'-22" West 51.60' to a point;

thence (3) still along same on a curve curving to the left having a radius of 1520.11' and an arc distance of 247.49' and a chord of North 68°-39'-59" West 247.22' to a point of reverse curve;

thence (4) on a curve curving to the right having a radius of 225' and an arc distance of 166.39' and a chord of North 52°-08'-48" West 162.61' to a point;

thence (5) still along same North 30°-57'-46" West 72.03' to a point;

thence (6) still along same on a curve curving to the left having a radius of 650' and an arc distance of 105.09' and a chord of North 35°-35'-40" West 104.98' to a point;

thence (7) still along same and partially along the 5th course of aforesaid Deed, North 40°-13'-35" West 215.83' to the 6th corner of said Deed;

thence (8) still along the Southerly side of relocated Eagle Ridge Drive Right-of-Way, North 35°-39'-54" West 437.99' to a point on the 7th course of aforesaid Deed;

thence (9) running along the 7th course of said Deed, North 35°-54'-02" East 10' to the 8th corner of said Deed;

SCHEDULE A
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thence (10) running along the 8th course of said Deed, South 54°-05'-58" East 49.65' to the 9th corner of said Deed;

thence (11) running along the 9th course of said Deed, North 35°-54'-02" East 26.16' to the Northerly side line of said Eagle Ridge Drive Right-of-Way;

thence (12) running along the Northerly side of Eagle Ridge Drive Right-of-Way South 35°-39'-54" East 400.33' to a point;

thence (13) still along same, South 40°-13'-35" East 213.84' to a point;

thence (14) still along same, on a curve curving to the right having a radius of 700' and an arc distance of 113.18' and a chord of South 35°-35'-40" East 113.05' to a point;

thence (15) still along same, South 30°-57'-46" East 72.03' to a point;

thence (16) still along same, on a curve curving to the left having a radius of 175' and an arc distance of 68.27' and a chord of South 42°-08'-21" East 67.84' to a point on the 38th course of aforesaid Deed and the Westerly line of Lands of T.V. Judge;

thence (17) running along the 38th course and the Westerly line of, said Judge, South 20°-13'-46" West 44.23' to the 39th corner therein.

The following three courses are along the 39th, 40th and 41st course of said Deed:

thence (18) running along the Southerly line of said Judge, South 77°-14'-04" East 102.55' to a point in the existing centerline of said Eagle Ridge Drive;

thence (19) still along said Southerly line and along the centerline of relocated Eagle Ridge Drive on a curve curving to the right having a radius of 700' and an arc distance of 208.51' and a chord of South 68°-42'-04" East 207.74' to a point;

thence (20) still along same, South 60°-10'-04" East 56.26' to the Point and Place of BEGINNING.

Containing 1.237 Acres

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BK5090PG0614

IN WITNESS WHEREOF, the Grantor has caused these presents to be properly executed the day and year first above written.

ATTEST:

MORRIS DEVELOPMENT CORPORATION

ROBERT MORRIS, SECRETARY

BY:

JOSEPH D. MORRIS, PRESIDENT

Acknowledgement

STATE OF NEW JERSEY:

SS:

COUNTY OF HUDSON :

BE IT REMEMBERED, that on this 15th day of AUGUST 198¹, before me, the subscriber personally appeared ROBERT MORRIS who, being by me duly sworn on oath, deposes and makes proof to my satisfaction, that he is the Secretary of MORRIS DEVELOPMENT CORPORATION and that JOSEPH D. MORRIS is the President of said corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; that the seal affixed to said Instrument is the proper corporate seal and said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness; and that the full and actual consideration paid or to be paid for this transfer is the sum of One Dollar (\$1.00).

RICHARD H. KAPLAN
ATTY AT LAW, NJ

ROBERT MORRIS, SECRETARY