

Miss Mary J. Gump
Red Book
C10-293-315

Mr. Barnham Yardley
Exec.

19381
7-4

LLEWELLYN S. HASSELL
AND WIFE

AUGUSTUS O. MOORE,
THOMAS B. MERRICK,

AND
EDWIN C. HURT,
Trustees.

DATED FEBRUARY 28TH, 1857.

RECEIVED, in the Office of the Register of the County of Essex, in the State of New Jersey, on the 28th day of February, A. D. 1857, and recorded in Book C10 of Deeds for the said County on pages 293 to 315 with which the within has been compared.

This Indenture, made this Twenty-eighth day of February, A. D. eighteen hundred and fifty-seven.

BETWEEN Llewellyn S. Haskell and Mary Anna, his wife, of the township of Orange, in the County of Essex, and state of New Jersey, of the first part; and Augustus O. Moore, of the township of Orange, in the county of Essex, and state of New Jersey; Thomas B. Merrick, of the city, county and state of New York; and Edwin C. Burt, of the city of Brooklyn, in the county of Kings, and state of New York; of the second part; WITNESSETH:

WHEREAS, the said Llewellyn S. Haskell is seized, in fee simple, of a certain tract or parcel of land and premises, situate, lying and being in the said township of Orange, hereinafter particularly described, and laid down on a certain map, entitled "A MAP OF LLEWELLYN PARK, IN ORANGE, ESSEX COUNTY, NEW JERSEY," and filed in the office of the Clerk of the said County of Essex, on the day of the date hereof, to wit:

(Description of Property)

AND WHEREAS, the said Llewellyn S. Haskell proposes to devote the said tract or parcel of land and premises, with its appurtenances, to the purposes of a private pleasure ground, under and by the name of LLEWELLYN PARK, which shall, at all times hereafter, be used and enjoyed by certain persons who are now, or may hereafter become, the owners or occupants of certain other lands and premises in the said township of Orange, in the manner and upon the terms hereinafter prescribed.

AND WHEREAS, the said Llewellyn S. Haskell is also seized, in fee simple, of certain other tracts

or parcels of land and premises situate, lying and being in the vicinity of the said Llewellyn Park, in the said township of Orange, within the following described limits, to wit: Valley Road, on the east; Perry Lane, on the west; the Eagle Rock Road, on the north; and the Newark and Mount Pleasant Turnpike, on the south; and containing about two hundred and seventy-five acres of land.

AND WHEREAS, the said Llewellyn S. Haskell is also seized, in fee simple, of a certain other tract or parcel of land and premises, situate, lying and being on the northerly side of the Eagle Rock Road, in the said township of Orange; the same being known under and by the name of "The Eagle Rock," and containing forty acres of land, more or less.

AND WHEREAS, Charles Harrison, of the said township of Orange, by a certain instrument in writing, bearing date on the first day of January, A. D. eighteen hundred and fifty-seven, for a certain consideration therein mentioned, did covenant and grant to and with the said Llewellyn S. Haskell, his heirs and assigns, that it should and might, forever thereafter, be lawful for him or them, or any or either of them, having the right to the use and enjoyment of the said Llewellyn Park, and for his and their respective families, tenants, agents and servants, at his and their will and pleasure, by day and by night, for all purposes whatsoever, and as well on foot as with horses, cattle and vehicles, to pass and repass over and through the lands and premises of him, the said Harrison, situate, lying and being on the easterly side of the First Mountain, or "Eagle Ridge," in the said township of Orange, by the two ways

or avenues, of fifty feet in width, hereinafter particularly described, to wit:

The first, being a continuation of Mountain avenue, which passes through the said Llewellyn Park, and extending twenty-five feet on each side of a curved line to be drawn through the following points, that is to say: Beginning on the north side of said Harrison's land, at a point distant seven feet and six inches (on a course of south sixty-six degrees forty-eight minutes east) from triangulation stake D in said Mountain avenue, and thence running south twenty-three degrees twelve minutes west one hundred and seventy-eight feet thence south eight degrees twenty-six minutes west one hundred and thirty-eight feet and sixty hundredths of a foot, and thence south eight degrees five minutes west one hundred and twenty-nine feet and thirty hundredths of a foot to the lands of Hannah Whittingham, and ending there;

And the second, being known as Glen Avenue, and extending twenty-five feet on each side of a curved line to be drawn through the following points, that is to say: Beginning at a point distant fifty-two feet and twenty hundredths of a foot (on a course of south eighty-two degrees twenty-three minutes east) from triangulation-stake number fifty-five (55), standing in said Llewellyn Park, and thence running north sixty-one degrees thirty minutes east ninety-three feet and seventy-four hundredths of a foot, thence north seventy-four degrees eighteen minutes east one hundred and thirty-nine feet and forty-four hundredths of a foot, thence north forty-one degrees east one hundred and sixty-four feet, thence north thirty-six degrees thirty-eight minutes east one hundred and thirty-four feet and seventy hundredths of a foot to lands of the said Haskell, and ending there.

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AND WHEREAS, in and by a certain article of agreement in writing, made between the said Llewellyn S. Haskell and Charles Harrison, of the said township of Orange, bearing date on the first day of May, A. D. eighteen hundred and fifty-six, the said Llewellyn S. Haskell, in consideration of the sum of One Dollar to him in hand paid, and of the conveyance, that day, made to him by the said Harrison, of a certain tract or parcel of land and premises, situate, lying and being in the said township of Orange, known as "the Ravine Lot," and of which a certain portion is included within the bounds of the said Llewellyn Park, did covenant and grant to and with the said Harrison, his heirs and assigns, that he, the said Harrison, and his heirs, so long and for such time as he or they shall reside on the land adjoining and bordering upon the said "Ravine Lot," or any part thereof, shall and may have the right and privilege of watering his or their horses and cattle, at and from the brook which flows through the same, and, also, of passing and repassing, with his or their family or families, agents, servants, horses, cattle and vehicles of every kind, across the same, at or near the westerly end thereof, in such manner as to work as little injury and inconvenience as possible to the said Haskell, his heirs or assigns; and, also, that he, the said Harrison, and his heirs, so long and for such time as he or they reside upon the adjacent land and premises now owned and occupied by him, or any part thereof, shall and may have the right and privilege of drawing from the brook aforesaid, at any point therein eastward of the stone quarry, now opened, and through a pipe not exceeding the diameter of one-half of an inch, so much water as may be required

for the family wants of his and their family or families, and also, the right and privilege of using and enjoying the said Llewellyn Park for the purposes of a private pleasure ground, without charge or assessment of any kind whatsoever, but otherwise subject to all the rules, conditions and regulations which may, at any time hereafter, be imposed upon the other persons having the right to use and enjoy the said Park for the like purposes; and, furthermore, that the purchaser or purchasers of any villa-site or sites, of at least one acre in extent, out of the said adjacent land and premises of the said Harrison, and the heirs and assigns of such purchaser or purchasers, with his, her or their respective family or families, being the occupants of the said site or sites, shall and may severally have the right to use and enjoy the said Park for the purposes aforesaid, subject to the rules, conditions and regulations aforesaid, upon his, her or their severally paying to the said Haskell, his heirs or assigns, having the legal title to the said Park, the sum of One Hundred Dollars, at the outset, for each and every acre contained in such site or sites, and, annually thereafter, such sum of money, not exceeding Ten Dollars per acre, as aforesaid,-- and at the same rates for any fractional part of an acre,-- as may, from time to time, be assessed upon the other persons having the right to use and enjoy the said Park for the like purposes.

And WICKES, Caleb Harrison Condit, and Eleanor F., his wife, by deed bearing date on the first day of January, A. D. eighteen hundred and fifty-seven, did convey to the said Llewellyn S. Haskell, his heirs and assigns, a certain tract or parcel of

land and premises, situate, lying and being in the said township of Orange, whereof a certain portion is included within the limits of the said Jewellyn Park reserving for himself, the said Condit, his heirs and assigns, the right to place a water-ran in the brook which flows through said premises, at any point therein, and at any time thereafter, and to draw water from the said brook, and by means of said ran, and through a pipe not exceeding the diameter of one inch, for the domestic uses of himself, the said Condit, his heirs and assigns, and his and their respective family or families, so long as he or they occupy the adjacent land and premises now belonging to him; and reserving, also, for himself, the said Condit, and for Phebe Harrison and Joel W. Condit, and each of them, their heirs and assigns, and their respective families, tenants, agents and servants, the right of passing and repassing between their respective lands and the said Valley Road, at all times, and for all purposes whatsoever, whether on foot, or with horses, cattle and vehicles, over and through the said land and premises, by a road or avenue, known as Talip Avenue, upon the single condition, that each lot-owner or tenant enjoying the said right shall pay to the said Haskell, his heirs or assigns, having the legal title to the said Park, the sum of Five Dollars annually, as a means of keeping the said road in good condition and repair.

Defo AND WHEREAS, the said Llewellyn S. Haskell and Mary Anna, his wife, by their certain deed of conveyance, bearing date on the second day of December, A. D. eighteen hundred and fifty-six, and recorded in Book A 10 of Deeds for the said

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county of Essex, on pages 389-91, did convey unto one Margaret Williams of the said township of Orange, and to her heirs and assigns forever, a certain tract or parcel of land and premises, situate, lying and being on the westerly side of Valley Road, in the said township of Orange, and containing one acre of land, more or less; as by reference to the said deed of conveyance, and the said record thereof, will more fully and at large appear.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, That the said Llewellyn S. Haskell, and Mary Anna, his wife, parties of the first part, in consideration of the premises, and of the sum of One Dollar, lawful money, to them in hand paid by said parties of the second part, at and before the sealing and delivery of these presents, and the receipt whereof is hereby acknowledged, have given, granted, bargained, sold and conveyed, and by these presents, do give, grant, bargain, sell and convey, unto the said parties of the second part, their heirs and assigns forever as joint tenants, and not as tenants in common. All that tract or parcel of land and premises, hereinbefore particularly described, and laid down on the said map; together with all and singular the houses, buildings, trees, ways, waters, profits, privileges and advantages, with the appurtenances to the same belonging or in any wise appertaining; also the two ways, or rights of way, across the said land and premises of the said Charles Harrison; and, also, all the estate, right, title, interest, property, claim and demand whatsoever, of the said parties of the first part, of, in and to the same, and of, in and to every part and parcel thereof: To HAVE AND TO HOLD all and singular the same unto the

said parties of the second part, their heirs and assigns forever, as joint tenants, and not as tenants in common.

IN TRUST, nevertheless, for the uses, intents and purposes hereinafter expressed and declared, of and concerning the same, that is to say:

That they, the said parties of the second part, and their heirs and assigns, successors in these trusts shall and will, forever hereafter, suffer and permit the said Llewellyn Park, and its appurtenances with its several roads or avenues, and ways or rights of way, as laid down on the said map, to be freely, and at all times, used and enjoyed, as a place of resort and recreation, by the several persons and parties hereinafter mentioned, and their respective families, tenants, agents and servants, that is to say:

1st. The said parties of the first part, their heirs and assigns;

2d. The said Charles Harrison, and his heirs;

3d. The said Margaret Williams, her heirs and assigns; and

4th. Such other person or persons as may hereafter purchase from the said Charles Harrison, or his heirs, any villa-site or sites, of at least one acre in extent, within the hereinbefore mentioned lands and premises of the said Charles Harrison, and who shall pay to the said parties of the second part, their heirs and assigns, successors in these trusts, the sum of One Hundred Dollars for each and every acre of land contained in such site or sites, and at the same rate for the fractional part of an acre; and by the heirs and assigns of such

purchaser or purchasers; so long and for such time only as they shall severally reside upon the said lands and premises, within the limits aforesaid; subject to such rules, regulations, and taxes or assessments as may, from time to time hereafter, be made and imposed, in the manner hereinafter prescribed, for the proper maintenance and embellishment of the said Llewellyn Park.

De P. AND THAT they, the said parties of the second part, their heirs and assigns, successors in these trusts, shall and will suffer and permit the said Llewellyn S. Haskell, and all and every person or persons who may, at any time hereafter, become the owner or owners of the said tract or parcel of land and premises lying on the northerly side of Eagle Rock Road, and known as "the Eagle Rock," and his and their respective family or families, tenants, agents, and servants, to pass and repass from the said Valley Road to the said Eagle Rock Road, at all times, and for all purposes, either on foot, or with horses, cattle or carriages, over and through the said Llewellyn Park, by means of its several roads or avenues, and ways, as laid down on the said map, upon the single condition, that the said Llewellyn S. Haskell, or the said owner or owners of the said tract of land and premises, shall pay the sum of Fifty Dollars annually to the said parties of the second part, their heirs and assigns, successors in these trusts.

AND THAT they, the said parties of the second part, their heirs and assigns, successors in these trusts, shall and will suffer and permit the said Llewellyn S. Haskell, and every such other person or persons as may, by the payment of annual

taxes or assessments, contribute his, her or their proportion towards the expenses of maintaining and embellishing the said Llewellyn Park, by a majority of votes each person having one vote for every acre of land owned or occupied by him or her that may be subject to such assessments on the second Monday in January, in each year, between the hours of six and nine o'clock, in the afternoon of that day, and at some place in the said Llewellyn Park, to be fixed from time to time by the said parties of the second part, their heirs or assigns, to choose a committee of managers, consisting of not less than three, nor more than nine persons, who shall, for the year then next ensuing, have the exclusive control and management of the said Llewellyn Park, for the enclosure, planting, maintenance and decoration thereof, and for the prescribing and enforcement of rules and regulations for the use and enjoyment thereof. And that the cost of such enclosure, planting, maintenance and decoration, as well as the payment of necessary incidental charges, and the state, county and township taxes upon the said Llewellyn Park, shall be defrayed by the said committee of managers out of and by an annual tax or assessment upon all the persons Charles Harrison and his heirs only excepted having the right to the use and enjoyment of the said Llewellyn Park, in manner aforesaid; the said tax or assessment being made and imposed at their annual meeting, on the said second Monday in January, in each year, and by a majority of votes, in manner aforesaid; and being required to be paid to the said committee of managers, on or before the first day of March, then next following: Provided, that no person shall be re-

quired to pay, in any one year, a tax or assessment larger than Ten Dollars for each acre of the aforesaid land and premises that is owned or occupied by him or her, and at that rate for the fractional part of an acre; and, PROVIDED, ALSO, that, in case of a neglect to choose a committee of managers, or to fix the rate of the said tax or assessment, for any coming year, in manner aforesaid, the committee of managers last chosen shall continue in office for another year, and the rate of the said tax or assessment shall be the same as in the last preceding year. And that all the moneys which may come to the hands of the said parties of the second part, their heirs or assigns, successors in these trusts, shall be applied by them, or by the committee of managers, under their direction, for the maintenance and embellishment of the said Llewellyn Park.

And That they, the said parties of the second part, their heirs and assigns, successors in these trusts, shall and will suffer and permit all and every person or persons who may purchase any villa-site or villa-sites out of any lands and premises that shall be hereafter acquired by the said Llewellyn S. Haskell, within the hereinbefore described limits, and their heirs and assigns, and their respective families, tenants, agents and servants, being occupants of the said site or sites to use and enjoy the said Llewellyn Park and the said roads or avenues, and ways and rights of way, for the like purposes, and upon the same terms and conditions, in every particular, as the persons purchasing sites out of the hereinbefore mentioned lands and premises now belonging to the said Llewellyn S. Haskell.

AND THAT they, the said parties of the second part, their heirs and assigns, successors in these trusts, shall and will suffer and permit the said Charles Harrison and his heirs, for and during the time aforesaid, to water his and their cattle and horses, at and from the brook which flows through the said Ravine Lot, and, also, to cross and re-cross the said Ravine Lot, and also, to draw water from the said brook, in the manner and for the purposes mentioned in the aforesaid article of agreement between the said Llewellyn S. Haskell and the said Charles Harrison; and shall and will also suffer and permit the said Caleb Harrison Condit, his heirs and assigns, to place a water-ram in the brook which flows through the land and premises conveyed by the said Condit and his wife to the said Llewellyn S. Haskell as aforesaid, and to draw water from the said brook for the purposes and during the time mentioned in the said deed of conveyance; and shall and will also suffer and permit the said Caleb Harrison Condit, the said Phebe Harrison, and the said Joel W. Condit, and every of them, their heirs and assigns, and their respective families, tenants, agents and servants, to pass and repass as aforesaid, between Valley Road and their respective lands, over and through the land so conveyed to the said Llewellyn S. Haskell, by the road or avenue known as Tulip Avenue, upon the single condition, that each lot-owner or tenant enjoying the right shall annually pay the sum of Five Dollars to the said parties of the second part, their heirs and assigns, successors in these trusts, according to the true intent and meaning of the said deed of conveyance.

AND THAT they, the said parties of the second part, their heirs and assigns, successors in these trusts, when thereunto requested in writing, by all the persons who, being the owners of the herebefore mentioned lands and premises, are now, or may hereafter become, entitled to the use and enjoyment of the said Llewellyn Park, in manner aforesaid, shall and will sell and convey the whole or any part of the said Llewellyn Park, in fee simple, or for any less estate, and distribute the proceeds of such sale or sales among the said owners, in proportion to the quantity of the said lands severally owned by them at the time of such sale or sales. And that when and so often as any two of the said parties of the second part, and their successors in these trusts, are deceased, or shall relinquish the trusts hereby committed to them, the remaining party of the second part shall, by apt conveyances, cause the title and estate of the said Llewellyn Park, with the appurtenances, to be vested in himself and two other new trustees, and to be thereafter had and holden by him and them in joint tenancy, and not in common, upon the like trusts as are herein contained and expressed - the said new trustees being nominated and appointed, at the said annual meeting, on the second Monday in January, by a majority of the votes of the persons who, owning the said lands and premises, may contribute, by the payment of the annual taxes or assessments, towards the expense of maintaining and embellishing the said Llewellyn Park. And that upon the surrender of these trusts by all the parties to whom they are now, or may be hereafter, committed, through death or other cause, the title and estate of the said Park, with its appurten-

ances, shall be vested in three new trustees, upon the like trusts, to be appointed by the Chancellor of the said state of New Jersey, on the application of any person having the right to the use and enjoyment of the said Park in manner aforesaid.

AND THAT they, the said parties of the second part, their heirs and assigns, successors in these trusts, during the continuance thereof, shall not, nor will erect, or suffer to be erected, or maintained, upon the said Llewellyn Park, any building to be used as a hotel, livery-stable, slaughter-house, smith-shop, forge, foundry, brewery, distillery, hat-factory, circus or menagerie, or for the carrying on of any trade or business that may interfere with the full and proper use and enjoyment of the said Llewellyn Park in manner aforesaid.

AND the said Augustus O. Moore, Thomas H. Merrick and Edwin C. Burt, do hereby become parties of the second part to these presents, and accept the powers and trusts hereby granted and declared: on the condition, nevertheless, that it shall and may be lawful for them, or their successors therein, or any or either of them, at any time hereafter, to resign such powers and trusts, by executing and delivering to their co-trustees or trustee, for the time being, apt and proper conveyances of all their or his estate, powers and interests in and over the lands and premises hereby granted and conveyed.

AND the said Llewellyn S. Haskell, for himself, his heirs, executors and administrators, doth hereby covenant and agree to and with the said parties of the second part, their heirs and assigns, successors in these trusts, the first two hundred

and fifty acres of the aforesaid lands and premises which shall be sold and conveyed by the said Llewellyn S. Haskell, his heirs, executors or administrators, after the day of the date hereof, shall be sold and conveyed, subject to the payment of the said annual taxes or assessments for the maintenance and embellishment of the said Llewellyn Park, and that, after the said two hundred and fifty acres shall have been so sold and conveyed, the person or persons purchasing, of the said Llewellyn S. Haskell, his heirs, executors or administrators, any or all of the remaining portion of the said lands and premises, shall be entitled to the use and enjoyment of the said Llewellyn Park, and its appurtenances, in the manner aforesaid, only upon his, or their paying, as the case may be, to the said parties of the second part, their heirs and assigns, successors in these trusts, the sum of One Hundred Dollars for each and every acre of the said lands and premises so purchased, and, afterwards, of such annual taxes or assessments as may be imposed in the manner and for the purposes aforesaid and at the same rates for the fractional part of an acre; and also that, until the first one hundred and seventy-five acres of the said lands and premises shall have been so sold and conveyed, he, the said Llewellyn S. Haskell, his heirs, executors or administrators, shall and will pay, or cause to be paid, all such annual taxes or assessments upon the same, or upon such portion thereof as may remain unsold and unconveyed at the time of any annual meeting on the said second Monday in January, as might have been imposed thereon if the same had been so sold and conveyed; it being expressly understood and agreed by and between the pur-

lies to these presents, that the said Llewellyn S. Haskell, his heirs, executors or administrators, shall never be required to pay any annual tax or assessment upon a greater number of acres than twenty acres, in addition to the one hundred and seventy-five acres last mentioned.

IN WITNESS WHEREOF, the said Llewellyn S. Haskell and Mary Anna, his wife, of the first part; and Augustus O. Moore, Thomas B. Merrick and Edwin C. Burt, of the second part; have hereto set their hands and seals, on the day and year first aforesaid.

LEWELLYN S. HASKELL.	(L. S.)
MARY ANNA HASKELL.	(L. S.)
AUGUSTUS O. MOORE.	(L. S.)
THOMAS B. MERRICK.	(L. S.)
EDWIN C. BURT.	(L. S.)

Signed, sealed and delivered
in the presence of

JNO. L. BLAKE, JR.

New Jersey, Essex County, ss.:

Be it remembered, that, on this twenty-eighth day of February, A. D. one thousand eight hundred and fifty-seven, before me, JOHN L. BLAKE, JR., a Master of the Court of Chancery of said State, personally appeared LEWELLYN S. HASKELL and MARY ANNA, his wife, and AUGUSTUS O. MOORE, THOMAS B. MERRICK and EDWIN C. BURT, who, I am satisfied, are the parties in the foregoing Deed of Conveyance named, and, I having first made known to them the contents thereof, they severally acknowledged

that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

And the said MARY ANNA, being by me privately examined, separate and apart from her husband, further acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband.

JNO. L. BLAKE, JR.
Master in Chancery.

[The page contains extremely faint, illegible text, likely bleed-through from the reverse side of the document. The text is mirrored and cannot be transcribed accurately.]

22/01/11

715-571

For Original

held, seized, released, engulfed, conveyed, and conveyed, and by force, threat
doth give of and convey, all again, release, engulf, convey, and convey to
the said party of the second part, and to his heirs, assigns, for ever. All
that within tract or parcel of land, and premises, hereafter, here and only
described, situate, lying, and being on "Eagle Ridge" or the great "Mountain" in
the Township of West Orange, in the County of Essex, and State of New
Jersey, to wit:

Beginning in the middle of Perry Lane at the Southwesterly corner of land of Thomas C. Woodruff. Thence along the middle of said Perry Lane South twenty three degrees twenty minutes West three chains and fifty feet and six inches to land of said Woodruff. Thence along his line South sixty seven degrees East three hundred and ninety one feet to land of Phila. Garrison. Thence along her line South twenty two degrees forty five minutes East eighteen chains and ninety inches to the middle of Gulf Avenue the road being fifty feet wide then proceed and run as one of the corners of Perry Lane Park. Thence along the middle part of North thirty five degrees thirty minutes East six chains and thirty five inches to land of Lewis D. Wilson. Thence along his line North fifty six degrees seventeen minutes West forty four chains eighty five links. Thence South two degrees West four chains. Thence North thirty two degrees West nine chains and sixty two links. Thence South seventeen degrees forty five minutes West two chains and forty six links. Thence North sixty one degrees fifteen minutes West three chains and twenty four links to the beginning. Containing twenty one acres of land, more or less, subject also to a right of way of fifty feet wide along the South westerly side of said premises, and also by means of an Avenue twenty five feet wide along the Southwesterly side of said premises, its subdivisions and family nurseries whatever for the use and enjoyment of the said Woodruff his heirs and assigns forever and which right of way is hereby accepted and reserved out of this conveyance.

Tractate with all and every one in houses
buildings, lots, ways, waters, profits, hereditages, and advantages, with the appur-
tenances to the same belonging, or in any way appertaining, or in any way connected
appertaining thereto, the right to pass, use, and enjoy a certain messuage, house,
ground, or the vicinity thereof, as long as Lemuel's Heirs for the full term, and
upon the terms, changes, conditions, limitations, and regulations therein con-
tained deed of conveyance for the said tract, made by late Henry D. Washburn
and Mary Anna, his wife, to Augustus D. Brown, John D. Brown, and
Edwin C. Bart. Trustees, bearing date on the Twenty-Eighth day of February
A.D. one thousand eight hundred and fifty seven, and recorded in Book C. 10.
of deeds for the said County of Essex, at pages 322, 323, 324, 325, and also
the whole right, title, interest, property, claim, and advantage whatsoever, of
the said heirs of the first part, of or in and to the same, and of or in and to every
part and parcel thereof, To Have and To Hold, with or without the above-
mentioned parcels or shares of land and premises, with the same, together with the
homage, fealty of the second part, his heirs and assigns, to the said heirs and assigns
lawful and lawful heirs of the said heirs of the first part, their heirs and assigns, for ever.

The first of these is the fact that the
 of the human mind is not a static
 but a dynamic process. It is a process
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 The second is the fact that the
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 but a non-linear process. It is a process
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 The third is the fact that the
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IN WITNESS WHEREOF the party of the first part have set their hands and seals or caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereto affixed, the day and year first above written.

Signed, Sealed and Delivered

George J. Lohman

Seal

In the presence of Benjamin Eber

Ruth M. Lohman

Seal

STATE OF NEW JERSEY, SS

BE IT REMEMBERED That on this 28th

COUNTY OF ESSEX

day of January in the year One thou-

sand Nine Hundred and forty three before me, the subscriber, A Master in Chancery of New Jersey personally appeared George J. Lohman and Ruth M. Lohman, his wife, who, I am satisfied are the grantors mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

Benjamin Eber, A Master in Chancery of New Jersey

Received in the office January 29th A.D. 1943 at 11:21 A.M.

No. 17

Recorded at the request of Nathan Turesky

2101-170 A 1/29/43

GEORGE W. MERCK, ET UX

THIS INDENTURE made the 21st day of

TO

January 1943 between George W. Merck

BURTON CANFIELD, ET UX

and Serena Stevens Merck, his wife,

both of the Town of West Orange of

the County of Essex and State of New Jersey parties of the first part and Burton Canfield and Jeanette Canfield, his wife, both residing at the northeasterly corner of Prospect Avenue and Upper Entrance in the Town of West Orange in the County of Essex and State of New Jersey parties of the second part; WITNESSETH That the said parties of the first part for and in consideration of the sum of One hundred and more Dollars, lawful money of the United States of America, to them in hand paid by the parties of the second part at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said parties of the first part being therewith fully satisfied, contented and paid, have given, granted, bargained, sold, aliened, released, enfeoffed conveyed and confirmed, and by these presents do give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said parties of the second part, and to the survivor of them, and to his or her heirs and assigns forever, All that tract or parcel of land together with the buildings and improvements thereon situate, lying and being in the Town of West Orange in the County of Essex and State of New Jersey bounded and described as follows:

BEGINNING at a point on the easterly side of Prospect Avenue formerly known as Fairmount Avenue and also as Perry Lane, which point of beginning is distant 118.73 feet northerly from the northerly side of lands now or formerly owned by Louis A. Donner which point of beginning is also in the center line of a road known as Upper Entrance, thence (1) along said side of Prospect Avenue north 23° 11' east 154.94^{feet} thence (2) south 67° 23' east 10 feet thence (3) north 23° 11' east 10 feet to lands now or formerly of Mary McCarthy thence (4) along said lands now or formerly of Mary McCarthy south 67° 23' east 183.05 feet to an iron pipe thence (5) south 23° 11' west 166.85 feet to the center line of said Upper Entrance and thence (6) westerly along said center line of said Upper Entrance 193.04 feet to the point of beginning.

Said premises being shown as Lot 2 on survey of Llewellyn Park Extension made by J. Wallace Higgins, professional engineer and land surveyor, dated November 19, 1940

as continued to May 13, 1941.

TOGETHER with an easement to use the land lying within the bounds of said Upper Entrance as shown on said survey (intended to constitute the paved roadway 20 feet in width, the northerly 10 feet of which is included in the premises above described) for purposes of ingress and egress.

Subject, however, to an easement reserved to the parties of the first part their heirs and assigns, for the use, maintenance, repair and replacement of a sanitary sewer which sewer connects with a sumptank and pump on the premises above described and runs from there into Prospect Avenue which said easement shall include the joint use of said sump tank and pump with the parties of the second part, their heirs and assigns.

Subject also, to an easement hereby reserved to the parties of the first part, their heirs and assigns, for the use, maintenance, repair and replacement of a storm drain as now located upon said premises above described serving two catch basins located in said Upper Entrance and running northeasterly therefrom around the building on said premises above described and thence easterly to a point near the northeasterly corner of the premises above described.

Subject, also, to the right of the parties of the first part their heirs and assigns, and any subsequent owners of parts of properties now of said George W. Merck one of the parties of the first part to use all and any part of said Upper Entrance as shown on said survey for purposes of ingress and egress or otherwise.

Subject, also to the maintenance, repair and replacement of the present stone wall located on said premises and running along Prospect Avenue together with the privilege to the parties of the first part their heirs and assigns, to enter upon said premises to maintain, repair and replace said wall without, however, assuming any obligation so to do, the parties of the second part hereby covenanting for themselves, their heirs, executors, administrators and assigns, not to damage or remove, or allow to be damaged or removed, any part of said wall.

Subject also, to covenants, conditions, restrictions and regulations similar to those contained in deed affecting other property made by Llewellyn S. Haskell and wife and others, dated February 28, 1857 and recorded in the Office of the Register of Deeds of the County of Essex in Book C 10 page 293 and terms and conditions similar to those contained in deed made between Llewellyn S. Haskell and others dated February 1, 1871 and recorded in the Office of said Register in Book L 15 page 571.

Subject also to the following covenants and restrictions which shall be considered as running with the land and which the said parties of the second part for themselves, their heirs, executors, administrators and assigns, hereby agree to observe perform and keep viz:

(1) That there shall not be erected on any part of said premises any building or structure except one dwelling house of at least two stories in height and without a flat roof, which shall be constructed and adapted for and be occupied by only one family, and a private garage for use by the occupants of said dwelling house, and the main foundation and front walls of said dwelling house shall not be nearer than 50 feet to the line of any street, road or avenue and no portion of which or of any porch or projection appurtenant thereto shall be nearer than 25 feet to the side or rear lines of said premises and no portion of the private garage shall be nearer than 70 feet to the line of said street, road or avenue or nearer than 20 feet to the rear or side lines of said premises, except that a private garage may be attached to or form

an integral part of said dwelling house;

(2) That no fence shall be built, erected or maintained upon the front, rear or side lines of said premises other than an open fence not exceeding four feet six inches in height or a hedge;

(3) That these covenants shall be construed as covenants running with the land, except, however, that it is understood and agreed that said George W. Merck, one of the parties of the first part, his heirs, executors, administrators or assigns, may at his or their option from time to time release said premises or any part thereof and any and every premises which may be conveyed by the parties of the first part, their heirs executors, administrators or assigns, under similar covenants from any or all of said covenants or alter the same and that the parties of the second part shall acquire no right in any other premises now owned by said George W. Merck and no right to prevent him, his heirs, executors, administrators or assigns, from releasing or altering said covenants;

(4) That the foregoing restrictions shall cease and terminate on the 1st day of January 1967.

TOGETHER with all and singular the houses, buildings, trees, ways, waters, profits, privileges and advantages with the appurtenances to the same belonging or in anywise appertaining. ALSO all the estate, right, title, interest, property, claim and demand whatsoever of the said parties of the first part, of, in and to the same, and of, in and to every part and parcel thereof. TO HAVE AND TO HOLD all and singular the above described land and premises, with the appurtenances, unto the said parties of the second part, and to the survivor of them, and to his or her heirs and assigns, to the only proper use, benefit and behoof of the said parties of the second part and the survivor of them and his or her heirs and assigns forever.

IN WITNESS WHEREOF the parties of the first part have set their hands and seals the day and year first above written.

George W. Merck Seal

Serena Stevens Merck Seal

STATE OF NEW YORK, ss

COUNTY OF NEW YORK

BE IT REMEMBERED that on this 21st day of January 1943 before me the

subscriber, personally appeared George W. Merck and Serena Stevens Merck, his wife, who I am satisfied are the grantors named in and who executed the within Indenture and I having first made known to them the contents thereof they did thereupon severally acknowledge that they signed, sealed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed.

Helen G. Murphy, Notary Public, Queens County

Queens Co. Clk's No. 4 29, Reg. No. 9324

N.Y. Co. Clk's No. 1305 Reg. No. 3-M-837

Commission Expires March 30, 1943

HELEN G.
MURPHY
QUEENS COUNTY
NOTARY PUBLIC

STATE OF NEW YORK, ss

COUNTY OF NEW YORK

No. 92266

I, Archibald R. Watson, County Clerk

and Clerk of the Supreme Court, New York County, the same being a Court of Record having by law a seal DO HEREBY CERTIFY that Helen G. Murphy whose name is subscribed to the annexed deposition, certificate of acknowledgment or proof, was at the time of taking the same a Notary Public acting in and for said County duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's Office of the County of

BOOK 3639 PAGE 248

This Indenture,

Made the 29th day of May, in the year of our Lord
One Thousand Nine Hundred and Fifty-nine,
Between

JEANETTE WINDHAM and JULIUS C. WINDHAM, her husband,

of the Town of West Orange, in the County
of Essex and State of New Jersey,
party of the first part:
And

GEORGE ALTMAN and ADELINE K. ALTMAN, his wife,
residing at 24 Hutton Avenue, in the
Town of West Orange, County of Essex and
State of New Jersey,

party of the second part;

Witnesseth, That the said party of the first part, for and in consideration of

One dollar and other good and valuable consideration

lawful money of the United States of America,

to them in hand well and truly paid by the said
party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is
hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented
and paid, have given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed,
and by these presents do give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto
the said party of the second part, and to their heirs and assigns, forever, all that
certain tract or parcel of land and premises, hereinafter particularly
described, situate, lying and being in the Town of West Orange,
in the County of Essex and State of New Jersey:

BEGINNING at a point on the easterly side of Prospect Avenue
formerly known as Fairmount Avenue and also as Perry Lane, which
point of beginning is distant 118.73 feet northerly from the north-
erly side of lands now or formerly owned by Louis A. Donner, which
point of beginning is also in the center line of a road known as
Upper Entrance; thence (1) along said side of Prospect Avenue north
23 degrees 11 minutes east 154.94 feet; thence (2) south 67 degrees
23 minutes east 10 feet; thence (3) north 23 degrees 11 minutes east
10 feet to lands now or formerly of Mary McCarthy; thence (4) along
said lands now or formerly of Mary McCarthy south 67 degrees 23
minutes east 183.05 feet to an iron pipe; thence (5) south 23 de-
grees 11 minutes west 166.85 feet to the center line of said Upper
Entrance; thence (6) westerly along said center line of said Upper
Entrance 193.04 feet to the point of BEGINNING.

BEING shown as Lot 2 on survey of Llewellyn Park Extension made
by J. Wallace Higgins, Prof. Eng. & Ld. Surv., dated Nov. 19, 1940,
as continued to May 13, 1941.

TOGETHER with an easement to use the land lying within the bounds
of said Upper Entrance as shown on said survey (intended to constitute
the paved roadway 20 feet in width, the northerly 10 feet of which is
included in the premises above described) for purposes of ingress and
egress.

SUBJECT to public and private rights, if any, in and to said
roadway known as Upper Entrance; subject to easement for utilities
and pipes which may be laid therein; subject to easement for sanitary
sewer line, septic tank and pump and storm drain crossing said premises,
and to catch basin or basins located on said premises; subject to

R. S. 36.85-

Chisholm
Recording

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ESSEX COUNTY, N. J.

rights of others to maintain the stone wall running along Prospect Avenue; subject to mislocation of fences located on the north line of premises; subject to such state of facts as shown on aforesaid survey of J. Wallace Higgins.

BEING the same premises conveyed to Burton Canfield and Jeanette Canfield, his wife by George W. Merck and Serena Stevens Merck, his wife, by deed dated January 21, 1943, recorded January 29, 1943 in Book I 101 of Deeds for Essex County on pages 170, &c., and subject to covenants, restrictions and easements therein set forth. Said Burton Canfield died, a resident of Essex County, on January 2, 1949 vesting title to the aforesaid premises in said Jeanette Canfield as surviving tenant by the entirety. Said Jeanette Canfield thereafter married Julius C. Windham, the other party of the first part hereto.



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THIS FIRST AMENDMENT TO INDENTURE, made this 16th day of August, A.D. Two Thousand;

ORIGINALLY BETWEEN Llewellyn S. Haskell and Mary Anna, his wife, of the township of Orange, in the county of Essex, and state of New Jersey, of the first part; and Augustus O. Moore, of the township of Orange, in the county of Essex, and state of New Jersey; Thomas B. Merrick, of the city, county and state of New York; and Edwin C. Burt, of the city of Brooklyn, in the county of Kings, and state of New York; of the second part;

AMENDED BY Bernard Berkowitz, Charles Segal, and Charles Stanziale, the Trustees of Llewellyn Park, Susan Bennett, Ernest Booker, Richard Cherchio, Gloria Gelmann, Victor Groisser, Andrew LoRe, James Orr, Leonard Polaner and Deborah Streleck-Borenstein, the members of the Committee of Managers of Llewellyn Park, together with the Proprietors (as hereinafter defined) of the Trust established by the Deed of Trust set forth on Exhibit A attached hereto and made a part hereof;

AS ORDERED by the SUPERIOR COURT OF NEW JERSEY, in accordance with the ORDER attached hereto as Exhibit B.

Received & Recorded
Register's Office
Essex County, NJ
08/17/2000 11:36:2
Carole A. Graves
12 1 323685

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WITNESSETH:

WHEREAS, the said Llewellyn S. Haskell was, on February 28, 1857, A.D. seized, in fee simple, of a certain tract or parcel of land and premises, situate, lying and being in the said township of Orange, hereinafter particularly described, and laid down on a certain map, entitled "A MAP OF LLEWELLYN PARK, IN ORANGE, ESSEX COUNTY, NEW JERSEY," consisting of the Rambles and other lands and filed in the office of the Clerk of the said County of Essex (now the Register of the County of Essex), on February 28, 1857 A.D., and also described in that certain Indenture made on the Twenty-eighth day of February A.D., eighteen hundred and fifty-seven and recorded on said date in the office of the Register of the County of Essex at Book C10 of Deeds for the said County on pages 293 to 315 (Such land is referred to herein as the "Original Park" and such Indenture is referred to herein as the "Deed of Trust");

WHEREAS, the Original Park is now located in the Township of West Orange;

WHEREAS, the said Llewellyn S. Haskell proposed to and did devote the Original Park, with its appurtenances, to the purposes of a private pleasure ground, under and by the name of LLEWELLYN PARK, which has been and will be, at all times thereafter and hereafter, used and enjoyed by certain persons who were or are now, or may hereafter become, the owners or occupants of certain other lands and premises in the said Township of West Orange;

WHEREAS, the manner and the terms of such use and enjoyment were set forth in the Deed of Trust;

WHEREAS, the said Llewellyn S. Haskell was also seized, in fee simple, of certain other tracts or parcels of land and premises situate, lying and being in the vicinity of the said Llewellyn Park, as same are described in the Deed of Trust;

WHEREAS, Charles Harrison, of the said township of Orange, by a certain instrument in writing, bearing date on the first day of January, A.D. eighteen hundred and fifty-seven, for a certain consideration therein mentioned, did covenant and grant to and with the said Llewellyn S. Haskell, his heirs and assigns, that it should and might, forever thereafter, be lawful for him or them, or any or either of them, having the right to the use and enjoyment of the said Llewellyn Park, and for his and their respective families, tenants, agents and servants, at his and their will and pleasure, by day and by night, for all purposes whatsoever, and as well on foot as with horses, cattle and vehicles, to pass and repass over and through the lands and premises of him, the said Harrison, situate, lying and being on the easterly side of the First Mountain, or "Eagle Ridge," in the said township of Orange, by the two ways or avenues, of fifty feet in width, particularly described in the Deed of Trust;

WHEREAS, in and by a certain article of agreement in writing, made between the said Llewellyn S. Haskell and Charles Harrison, of the said township of Orange, bearing date on the first day of May, A.D. eighteen hundred and fifty-six, the said Llewellyn S. Haskell, in consideration of the sum of One Dollar to him in hand paid, and of the conveyance, that day, made to him by the said Harrison, of a certain tract or

parcel of land and premises, situate, lying and being in the said township of Orange, known as the "Ravine Lot," and of which a certain portion is included within the bounds of the said Llewellyn Park, did covenant and grant to and with the said Harrison, his heirs and assigns, that he, the said Harrison, and his heirs, so long and for such time as he or they shall reside on the land adjoining and bordering upon the said Ravine Lot, or any part thereof, shall and may have the right and privilege of watering his or their horses and cattle, at and from the brook which flows through the same, and, also, of passing and repassing, with his or their family or families, agents, servants, horses, cattle and vehicles of every kind, across the same, at or near the westerly end thereof, in such manner as to work as little injury and inconvenience as possible to the said Haskell, his heirs or assigns; and, also, that he, the said Harrison, and his heirs, so long and for such time as he or they reside upon the adjacent land and premises now owned and occupied by him, or any part thereof, shall and may have the right and privilege of drawing from the brook aforesaid, at any point therein eastward of the stone quarry, now opened, and through a pipe not exceeding the diameter of one-half of an inch, so much water as may be required for the family wants of his and their family or families, and also, the right and privilege of using and enjoying the said Llewellyn Park for the purposes of a private pleasure ground, without charge or, assessment of any kind whatsoever, but otherwise subject to all the rules, conditions and regulations which may, at any time hereafter, be imposed upon the other persons having the right to use and enjoy the said Park for the like purposes; and, furthermore, that the purchaser or purchasers of any villa-site or sites, of at least one acre in extent, out of the said adjacent land and premises of the said Harrison, and the heirs and assigns of such purchaser or purchasers, with his, her or their respective family or families, being the occupants of the said site or sites, shall and may severally have the right to use and enjoy the said Park for the purposes aforesaid, subject

to the rules, conditions and regulations aforesaid, upon his, her or their severally paying to the said Haskell, his heirs or assigns, having the legal title to the said Park, the sum of One Hundred Dollars, at the outset, for each and every acre contained in such site or sites, and, annually thereafter, such sum of money, not exceeding Ten Dollars per acre, as aforesaid, and at the same rates for any fractional part of an acre, as may, from time to time, be assessed upon the other persons having the right to use and enjoy the said Park for the like purposes;

WHEREAS, Caleb Harrison Condit, and Eleanor F., his wife, by deed bearing date on the first day of January, A.D. eighteen hundred and fifty seven, did convey to the said Llewellyn S. Haskell, his heirs and assigns, a certain tract or parcel of land and premises, situate, lying and being in the said township of Orange, whereof a certain portion is included within the limits of the said Llewellyn Park reserving for himself, the said Condit, his heirs and assigns, the right to place a water-ram in the brook which flows through said premises, at any point therein, and at any time thereafter, and to draw water from the said brook, and by means of said ram, and through a pipe not exceeding the diameter of one inch, for the domestic uses of himself, the said Condit, his heirs and assigns, and his and their respective family or families, so long as he or they occupy the adjacent land and premises now belonging to him; and reserving, also, for himself, the said Condit, and for Phebe Harrison and Joel W. Condit, and each of them, their heirs and assigns, and their respective families, tenants, agents and servants, the right of passing and repassing between their respective lands and the said Valley Road, at all times, and for all purposes whatsoever, whether on foot, or with horses, cattle and vehicles, over and through the said land and premises, by a road or avenue, known as Tulip Avenue, upon the single condition, that each lot-owner or tenant enjoying the said

right shall pay to the said Haskell, his heirs or assigns, having the legal title to the said Park, the sum of Five Dollars annually, as a means of keeping the said road in good condition and repair;

WHEREAS, the said Llewellyn S. Haskell and Mary Anna, his wife, by their certain deed of conveyance, bearing date on the second day of December, A.D. eighteen hundred and fifty-six, and recorded in Book A 10 of Deeds for the said county of Essex, on pages 389-91, did convey unto one Margaret Williams of the said township of Orange, and to her heirs and assigns forever, a certain tract or parcel of land and premises, situate, lying and being on the westerly side of Valley Road, in the said township of Orange, and containing one acre of land, more or less; as by reference to the said deed of conveyance, and the said record thereof, will more fully and at large appear;

WHEREAS, the term "Llewellyn Park" is now commonly used to refer both to Llewellyn Park as established under the Deed of Trust and the Benefitted Lands (as hereinafter defined), but is used herein solely to refer to the lands held by the Trustees of Llewellyn Park under the Deed of Trust and not the Benefitted Lands;

WHEREAS, the parties hereto agree that changes in time and circumstances have made it both necessary and desirable to make certain changes in the terms of the use and enjoyment of Llewellyn Park and in certain other terms of the Deed of Trust to permit the continued benefits intended by said Llewellyn S. Haskell to inure to the Proprietors of the Trust established by the Deed of Trust, as such parties are further defined in this First Amendment to Indenture;

WHEREAS, this First Amendment to Indenture has been adopted by the parties hereto and ordered by the Superior Court of New Jersey to take effect as a reformation of a Deed of Trust and to be binding upon and inure to the benefit of the Trustees, the Committee of Managers and all Proprietors (as hereinafter defined), and all other parties having rights, privileges or obligations of any nature whatsoever, if any, under the Deed of Trust and each of their respective successors, heirs, devisees and assigns;

NOW THEREFORE, THIS FIRST AMENDMENT TO INDENTURE WITNESSETH THAT THE DEED OF TRUST IS HEREBY AMENDED TO PROVIDE:

FIRST: THAT the Trustees shall hold (i) that certain tract and parcel of land located in the Township of West Orange, County of Essex, State of New Jersey, commonly referred to as The Rambles and more particularly described on Exhibit C attached hereto and made a part hereof, together with all improvements thereon and appurtenances thereto; (ii) those certain other lands owned by the Trustees of Llewellyn Park constituting certain tracts and parcels of land currently available for use as roads and/or other common areas by the Proprietors of Llewellyn Park as such additional lands are more particularly described on Exhibit D attached hereto and made a part hereof, together with all improvements thereon and appurtenances thereto, and (iii) such other lands as may be acquired by the Trustees for the use and benefit of the Proprietors of Llewellyn Park in the manner set forth herein or as otherwise legally permissible, together with all improvements thereon and appurtenances thereto, as joint tenants with rights of survivorship and not as tenants in common, for the uses and purposes and in

accordance with the terms and conditions of the Deed of Trust as amended by this First Amendment to Indenture (all of the land, improvements and appurtenances so held by the Trustees are collectively referred to herein as "Llewellyn Park") The description of Llewellyn Park set forth in Exhibits C and D shall replace all prior descriptions of same and the lands described in Exhibits C and D and the improvements thereon and appurtenances thereto shall hereafter be known as Llewellyn Park. In accordance with the Deed of Trust, the lands underlying certain roads constitutes Benefitted Land and not Llewellyn Park and nothing in this First Amendment and the Indenture purports to or shall change the ownership of such lands or the existing rights of Proprietors to utilize same.

SECOND: THAT only the Proprietors of those certain tracts and parcels of land located in the Township of West Orange and more particularly described on Exhibit E attached hereto and made a part hereof (such lands are referred to herein as the "Benefitted Lands") shall have any rights or obligations under the Deed of Trust and this First Amendment to Indenture, that no parties shall have any interest in Llewellyn Park other than the Proprietors, the Trustees, the Committee of Managers and such other parties as have interests in Llewellyn Park (such as holders of easements) established by a writing recorded in the Essex County Register's Office and that any and all other parties shall be forever barred, estopped and foreclosed from asserting or claiming any rights in or to Llewellyn Park. A "Proprietor" is hereby defined as the record title holder of Benefitted Lands (as hereinafter defined), provided however, the rights and privileges of a Proprietor as set forth herein (including, without limitation, the right to vote and to serve as a Trustee or a member of the Committee of Managers), may be delegated to (a) in the case such Benefitted Lands owned of record by a corporation, partnership or

limited liability company (an "Entity"), any natural person or any two natural persons designated in writing to the Trustees by such Entity which natural person(s) holds a direct or indirect ownership interest in such Entity and resides on the Benefitted Lands owned by such Entity, or, if no person qualifies under the above conditions, any natural person or any two natural persons designated in writing by such Entity, (b) in the case of Benefitted Lands owned of record by a trust, any natural person or any two natural persons who is a trustee or a trust beneficiary and is designated in writing by the trustees of the trust to the Trustees, which natural person(s) resides on the Benefitted Lands owned by such trust, or, if no person qualifies under the above conditions, any natural person or any two natural persons designated in writing by the trustees of such trust, (c) in the case of Benefitted Lands owned of record by a governmental entity, any natural person employed by that governmental entity and designated in writing by such governmental entity, or (d) in the case of Benefitted Lands owned of record in part by any party that is not a natural person or in whole or in part by a form of entity not described above, a natural person or any two natural persons actually residing on the Benefitted Lands so owned and having a direct or indirect beneficial ownership or its equivalent in the Benefitted Lands, or, if no person qualifies under the above conditions, any natural person or any two natural persons designated in writing by such entity. The Proprietors are collectively referred to as the "Proprietors". Any designee to whom rights are delegated pursuant to this Paragraph Second shall continue to have the right to exercise such rights until the designation is rescinded in writing by the Proprietor granting same and a copy of said writing is delivered to the Committee of Managers.

THIRD: THAT the Trustees and the Proprietors shall hold their respective estates in full conformity with all applicable federal, state, county, municipal

and other governmental laws, statutes, ordinances, rules and regulations, including, but not limited to those governing the use of the lands, improvements and appurtenances held respectively by the Trustees and the Proprietors, subject to enforcement by appropriate governmental authorities, and in full conformity with all restrictions contained in the original Deed of Trust.

FOURTH: THAT there shall be three Trustees at all times. Each Trustee shall be a Proprietor or a person over the age of eighteen (18) years whose primary residence is located on any Benefitted Lands and whose primary residence shall have been located on any Benefitted Lands for no less than five (5) years at the time of appointment as a Trustee. Each Trustee shall be appointed for a twelve (12) year term and may be appointed for successive terms, except that Charles Segal shall serve a term that shall expire four years (4) from entry of the Order attached hereto as Exhibit B, Bernard Berkowitz shall serve a term that shall expire eight years (8) from entry of the Order attached hereto as Exhibit B, and Charles Stanziale shall serve a term that shall expire twelve years (12) from entry of the Order attached hereto as Exhibit B. Each Trustee, other than the Trustees named herein who shall serve for the terms set forth herein, shall be appointed by the Committee of Managers (as hereinafter defined) and approved by the Proprietors. In the event that any Trustee shall die, resign or become incapable, in the unanimous opinion of the Committee of Managers, of fully serving as Trustee hereunder for reasons of ill health of any nature, the Committee of Managers shall, as promptly as practicable, and in any event within one hundred and eighty (180) days after the death, resignation or finding of incapacity by the Committee of Managers, appoint a replacement Trustee who shall serve for the remainder of the term of the Trustee so replaced, subject, however, to the approval of the Proprietors at the next

* regular annual Proprietors' meeting. If such replacement Trustee is not so approved by the Proprietors, such appointment shall end and the Committee of Managers shall appoint another replacement Trustee as aforesaid.

FIFTH: THAT there shall be a Committee of Managers composed of nine (9) members (each member of the Committee of Managers is referred to herein as a "Manager" and the Managers are collectively referred to as the "Managers"). Each Manager shall be a Proprietor or the spouse of a Proprietor and shall be a natural person over the age of eighteen (18) years whose primary residence is located on any Benefitted Lands and whose primary residence shall have been located on any Benefitted Lands for no less than five (5) years at the time of election as a Manager. Each Manager shall be elected at the Annual Meeting of Proprietors by a vote of the Proprietors. Each Manager shall be elected for a three (3) year term and may be elected for as many terms as the Proprietors may desire, provided, however, that no Manager shall serve as a Manager for more than three consecutive terms. The Managers shall be divided into three classes of three Managers each, so that one third of the Managers are elected in any year. At the first regular annual meeting of Proprietors after this First Amendment takes effect, the Proprietors shall elect three (3) Managers whose terms shall be for one (1) year, three (3) Managers whose terms shall be for two (2) years and three (3) Managers whose terms shall be for three (3) years. Thereafter, Managers shall be elected to three (3) year terms. At each regular annual meeting of the Proprietors, the Proprietors shall elect one Manager (whether then elected to a new term or in the process serving a term that continues until at least the next annual meeting) to serve as the Chairman of the Committee of Managers and such Manager shall serve as Chairman until the earlier of the date upon which a new Chairman shall be elected or until the Chairman shall cease to be

a Manager. In the event that any Manager shall die, resign or become incapable, in the unanimous opinion of the Committee of Managers (composed of all of the Managers other than the Manager in question), of fully serving as Manager hereunder for reasons of ill health of any nature, the Committee of Managers shall, as promptly as practicable, and in any event within one hundred and eighty (180) days after the death, resignation or finding of incapacity by the Committee of Managers, appoint a replacement Manager who shall serve for the remainder of the term of the Manager so replaced, subject, however, to the approval of the Proprietors at the next regular annual Proprietors' meeting. If such replacement Manager is not so approved by the Proprietors, such appointment shall end and the Proprietors shall, at such annual meeting, elect another replacement Manager to serve the remainder (if any) of the former Manager's term. If the Chairman dies, resigns or is found to be unable to serve, the Committee of Managers shall appoint a replacement Chairman from among its members to serve as Chairman until the next regular annual meeting of Proprietors.

SIXTH: THAT the Trustees shall own and endeavor to use reasonable efforts to maintain all Llewellyn Park archives and all documents and records relating to the history of Llewellyn Park and shall have the right to be present at all meetings of the Committee of Managers and shall serve as Ex Officio members thereof, having all rights and privileges of the members of the Committee of Managers except that no Trustee shall have the right to vote on matters before the Committee of Managers. Notwithstanding the terms of the preceding sentence, Trustees serving as Ex Officio members of the Committee of Managers and serving on subcommittees of such Committee of Managers in that capacity, shall have the right to vote only as members of such subcommittees upon any report or other action of such subcommittee.

SEVENTH: THAT an Advisory Committee be elected by the Proprietors each year at the same time and in the same manner as the Committee of Managers is elected. The Advisory Committee shall have nine (9) members, each of whom shall be a Proprietor or the spouse of a Proprietor (each member of the Advisory Committee is referred to as an "Advisor" and the Advisors are collectively referred to as "Advisors") whose primary residence is located on any Benefitted Lands and whose primary residence shall have been located on any Benefitted Lands for no less than three (3) years at the time of election as a Advisor. Each Advisor shall be elected for a three (3) year term and may be elected for as many terms of the Proprietors may desire, provided, however, that no Advisor shall serve as an Advisor for more than three consecutive terms. The Advisors shall be divided into three classes of three Advisors each, so that one third of the Advisors are elected in any year. At the first regular annual meeting of Proprietors after this First Amendment takes effect, the Proprietors shall elect three (3) Advisors whose terms shall be for one (1) year, three (3) Advisors whose terms shall be for two (2) years and three (3) Advisors whose terms shall be for three (3) years. Thereafter, Advisors shall be elected to three (3) year terms. The Advisory Committee shall assist the Committee of Managers in whatever respects the Committee of Managers reasonably requests. Advisors shall have the right to attend meetings of the Committee of Managers, but shall have no voting rights whatsoever, except that, if an Advisor is appointed as a voting member of a subcommittee of the Committee of Managers, such Advisor shall have the right to participate in subcommittee votes, but not in votes of the Committee of Managers.

EIGHTH: THAT a Ladies' Association (membership in which shall be open to both men and women) be established to work for the beautification of Llewellyn Park. Such Ladies' Association shall assist the Committee of Managers in whatever respects the Committee of Managers reasonably requests and the president of the Ladies' Association shall have the right to attend meetings of the Committee of Managers.

NINTH: THAT the Committee of Managers shall be responsible for the operation, maintenance and management of Llewellyn Park in accordance with the Deed of Trust as amended by this First Amendment to Indenture. In addition to all rights and powers granted to the Committee of Managers by the Deed of Trust and elsewhere in this First Amendment to Indenture, all funds relating to Llewellyn Park shall be held by the Committee of Managers and the Committee of Managers shall have the power (a) to establish budgets for the operation and management of Llewellyn Park and amend same from time to time, (b) to expend funds for the operation, maintenance, and management of Llewellyn Park and for all reasonable purposes that are necessary or desirable in connection with Llewellyn Park, the Benefitted Lands, the Trustees, the Committee of Managers, the Advisory Committee or in accordance with authorizing resolutions of the Proprietors, (c) to expend funds for the security of Llewellyn Park and the Benefitted Lands, (d) with the consent of eighty percent (80%) of all votes of Proprietors cast (including proxies) on such question, to acquire additional lands to be added to Llewellyn Park to be held by the Trustees in accordance with the Deed of Trust as amended by this First Amendment to Indenture, (e) with the consent of two-thirds of all votes of Proprietors cast on such question, to cause the Trustees to sell or otherwise transfer portions of Llewellyn Park other than the Rambles, which can only be sold by the unanimous consent of the Proprietors (and if sold, shall nonetheless remain fully

subject to the restrictions set forth in Paragraph Fourteenth hereof in perpetuity), (f) to employ persons directly or indirectly to maintain, repair, replace, upgrade, improve or otherwise deal with all or any portion of Llewellyn Park, (g) with the consent of majority of all votes of Proprietors cast (including proxies) on such question, to cause the Trustees, from time to time, to legally restrict the use of all or any portion of Llewellyn Park by deed restriction, conservation easement or otherwise in a form and manner approved by the Committee of Managers, (h) to promulgate and enforce rules and regulations governing Llewellyn Park and the use and enjoyment thereof, (i) to regulate and limit the ingress and egress to Llewellyn Park, (j) to maintain roads that are a part of the Benefitted Lands upon payment by the Proprietors owning such Benefitted Lands of a special tax assessment against only such Proprietors to reimburse the Committee of Managers for the cost of such maintenance, (k) to enter into and perform contracts and agreements with third parties and with governmental entities and authorities relating to Llewellyn Park or the performance of the duties of the Committee of Managers and to obtain and comply with all necessary or desirable permits, licenses and approvals relating to Llewellyn Park or the performance of the duties of the Committee of Managers, (l) to call special meetings of the Proprietors upon twenty (20) days written notice to the Proprietors, and (m) to do such other things as are reasonable and desirable to operate, maintain and manage Llewellyn Park in accordance with the terms of the Deed of Trust as modified by this First Amendment to Indenture.

TENTH: THAT The Trustees hereby consent to the exercise of each and every one of the powers of the Committee of Managers whether granted by the Deed of Trust, this First Amendment to Indenture, or the Proprietors in accordance with the terms of this First Amendment to Indenture and hereby further consent and agree to

accept any additional lands conveyed to the Trustees in accordance with the instructions of the Committee of Managers and the consent of eighty percent (80%) of all votes of Proprietors cast on such question, to sell or otherwise transfer any portion of Llewellyn Park other than the Rambles in accordance with the instructions of the Committee of Managers and the consent of two-thirds of all votes of Proprietors cast on such question, and to restrict the use of all or any portion of Llewellyn Park by deed restriction, conservation easement or otherwise, in accordance with the instructions of the Committee of Managers and the consent of two-thirds of all votes of Proprietors cast on such question.

ELEVENTH: THAT the Committee of Managers is hereby granted by each and every Proprietor, either by such Proprietor joining in the making of this First Amendment to Indenture or pursuant to the Order of the Superior Court of New Jersey, the power to assess taxes ("Taxes") against each Proprietor as set forth in this First Amendment to Indenture. Such Taxes may be assessed at any time and from time to time in the form of regular annual assessments. In addition to such regular assessments, special assessments shall also be permitted at any time and from time to time. All Taxes shall be assessed by the Committee of Managers by majority vote. All Taxes so assessed shall be and remain (a) liens upon the property of Benefitted Lands of each Proprietor from the date of their assessment until same are paid in full and the recording of this First Amendment to Indenture shall constitute full and sufficient public notice of such lien (a "Tax Lien"), and (b) the personal obligation of the record owner of the Benefitted Lands of each Proprietor as of the date that the lien accrues and at all times thereafter until paid in full, including any subsequent owner of such Benefitted Lands. Taxes shall bear interest from the due date thereof until same are paid at the Prime Rate (as

"hereinafter defined) plus four percent (4%) per annum as same may vary from time to time or, if less, the highest legal rate of interest thereon and any interest so accrued shall be secured by the Tax Lien upon the Benefitted Lands of the Proprietor from the due date of the Taxes to which such interest relates until same is paid in full. The "Prime Rate" shall be the prime rate as set forth in the Wall Street Journal or its successor. If the Wall Street Journal or its successor shall cease publishing the "prime rate," the Trustees shall designate another source from which to establish the Prime Rate. If the term "prime rate" shall cease to be used, the Trustees shall designate a measurement of interest that approximates the "prime rate" as commonly understood on the date of this First Amendment to Indenture. The Committee of Managers shall have the right and standing to bring an action to foreclose any Tax Lien at any time that the payment of the Taxes, interest or other charges to which such Tax Lien relates is at least one (1) year in arrears. If any unpaid Taxes are referred to an attorney for collection, whether or not suit is commenced in respect thereto, the delinquent Proprietor shall be responsible for the payment of all attorneys' fees and cost of suit in addition to all Taxes due and such amounts shall become part of the Taxes due and shall also be secured by the Tax Lien upon the Benefitted Lands of the Proprietor and shall bear interest as set forth herein from the time incurred until the time paid in full. Notwithstanding anything to the contrary contained herein or at law or equity, all Tax Liens shall be subject and subordinate in all respects to any institutional mortgage lien and seller financed purchase money mortgage liens duly recorded against Benefitted Lands that are subject to a Tax Lien to the extent such mortgage is recorded prior to the date of the assessment of the Taxes to which the Tax Lien relates. Tax Liens shall also be subject and subordinate to future advances under any such mortgage, whether any such advances are made before or after the date of assessment to which a Tax Lien relates, provided that Tax Liens shall be

subject and subordinate to future principal advances exceeding the maximum principal amount set forth in the recorded mortgage only to the extent same are assessed after the date an amended or modified mortgage is recorded setting forth such increased maximum principal amount. The Committee of Managers, within sixty (60) days after receiving a written request therefor, shall provide to any Proprietor or any party designated by any Proprietor, a statement setting forth the annual taxes assessed by the Committee of Managers upon said Proprietor, the payment status of same, whether any Tax Lien exists upon the Proprietor's Benefitted Lands and, if such a Tax Lien does exist, the amount necessary to pay same in full. In addition, upon the written request of a Proprietor, the Committee of Managers shall provide a copy of any notice of assessment or Tax Lien relating to the Benefitted Lands of the Proprietor to any institutional first mortgagee holding a mortgage lien upon the Benefitted Lands of such Proprietor. The Committee of Managers shall have the right, but not the obligation, to adopt such additional procedures and regulations as the Committee of Managers believes to be desirable to provide necessary assurances and protections to institutional mortgagees and seller financed purchase money mortgagees in a manner consistent with this First Amendment to Indenture.

TWELFTH: THAT regular taxes be assessed against each Proprietor (a) at the rate of Ten Dollars (\$10.00) per acre of all Benefitted Lands of such Proprietor rounded to the nearest full acre, plus (b) an amount equal to the overall regular tax assessment established by the Committee of Managers above the portion of such tax assessment that such Ten Dollars (\$10.00) per acre tax assessment against the Benefitted Lands will cause to be paid, multiplied by a fraction, the numerator of which is the assessment actually set forth on the tax records of the Township of West Orange for a

- Proprietor's Benefitted Lands (land assessment and improvement assessment) on January 1 of the year in question (without adjustment for any change occurring after such date, regardless of the reason for such change) and the denominator of which is the actual aggregate amount of all assessments set forth on the tax records of the Township of West Orange for all Benefitted Lands (land assessment and improvement assessment) on January 1 of the year in question (without adjustment for any change occurring after such date, regardless of the reason for such change). Special tax assessments shall be assessed against each Proprietor at an amount equal to the total amount of such special tax assessment multiplied by a fraction, the numerator of which is the assessment set forth on the tax records of the Township of West Orange for the Benefitted Lands of a Proprietor (land assessment and improvement assessment), and the denominator of which is the aggregate amount of all assessments set forth on the tax records of the Township of West Orange for all Benefitted Lands (land assessment and improvement assessment). Each Proprietor shall pay all regular and special assessments at the times and in the manner established by the Committee of Managers from time to time.

THIRTEENTH: THAT each Proprietor or such Proprietor's designee under Paragraph Second (or, in the case of Benefitted Lands having more than one Proprietor, such Proprietors or designees, collectively) shall have one vote for each acre of Benefitted Land owned by such Proprietor (or, collectively by such Proprietors), with partial acre being rounded to the nearest whole acre and any Proprietor owning less than one acre being entitled to one vote. Notwithstanding the above, to the extent that more than one natural person or entity shall qualify as a Proprietor of the same Benefitted Lands (due to joint ownership, joint designation or otherwise) or shall be the designees of a Proprietor to the extent permitted by Paragraph Second, the votes of such

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Proprietors or designees shall be as follows: (a) If one such Proprietor or designee shall vote all of such votes in person (and not by proxy) and the other Proprietor or Proprietors or designee or designees of such Benefitted Lands shall not formally object to such vote at the time it is made, the vote of the voting Proprietor or designee shall be conclusively binding on all Proprietors having the right to vote relating to such Benefitted Lands, (b) If a vote shall be made by proxy, each Proprietor of such Benefitted Lands or its designee(s) shall be required to execute such proxy. Without the execution by each such Proprietor or its designee(s), the proxy shall be null and void, and (c) If more than one Proprietor or designee shall vote in person, the votes shall be allocated equally between or among the voting Proprietors or designees, subject to the terms of clause (a) with respect to any non-voting Proprietor or designee.

FOURTEENTH: THAT except for the existing internal roadways that are currently the property of the Trustees and are currently part of the Rambles, the Rambles shall be preserved as undeveloped lands in perpetuity and that neither the Trustees nor the Committee of Managers shall suffer or permit any use of the Rambles inconsistent with this restriction, except that areas of the Rambles not exceeding one acre in the aggregate (the "Maintenance Areas") may be used by the Committee of Managers solely for the storage of equipment, supplies, books and records in connection with or ancillary to the operation, governance, maintenance and management of Llewellyn Park and structures reasonably necessary for such storage may be erected upon the Maintenance Areas. Notwithstanding anything to the contrary set forth in this First Amendment to Indenture, this restriction shall be perpetual and may not be revoked or amended by the Trustees, the Committee of Managers or the Proprietors. Moreover, in addition to any other parties, public or private, having standing to enforce this

* restriction, this restriction may be enforced by the Trustees, the Committee of Managers, or by one or more Proprietors, each of whom shall have standing to enforce this restriction on the use of the Rambles in perpetuity. This restriction shall run with the land and be binding on the Trustees, the Committee of Managers and their respective successors and assigns in perpetuity, the clear intent and force of this restriction being to preserve and conserve the Rambles forever green and undeveloped except for the use of the Maintenance Areas for limited purposes expressly set forth in this Paragraph Fourteenth.

FIFTEENTH: THAT the Proprietors, and each of them, do hereby release the Trustees, the members of the Committee of Managers and the members of the Advisory Committee from any and all liability to the Proprietors, individually and collectively, arising out of or relating to the performance of the respective duties of the Trustees, the members of the Committee of Managers and the members of the Advisory Committee or the exercise of their respective rights and obligations hereunder in such capacities, which release shall include, but not be limited to rights arising from rights of subrogation, except that no Trustee, member of the Committee of Managers or member of the Advisory Committee shall be released from any liability to the Proprietors arising out of or relating to the negligence or willful misconduct of such person. Each Proprietor is advised to provide a copy of Paragraphs Fifteenth, Sixteenth and Seventeenth of this First Amendment to Indenture to such Proprietor's insurer and to consult with such insurer to obtain appropriate individual coverage of and waivers of subrogation relating to the matters set forth in Paragraphs Fifteenth and Sixteenth hereof.

SIXTEENTH: THAT the Proprietors, and each of them, do jointly and severally agree to indemnify, defend and hold harmless the Trustees, the Committee of Managers and the Advisory Committee from and against all claims, causes of action, liabilities, fines, penalties, costs and expenses (including reasonable attorneys' fees and litigation costs) arising out of or relating to the performance of their respective duties hereunder or the exercise of their respective rights and obligations hereunder, excepting only those claims, causes of action, liabilities, fines, penalties, costs and expenses arising out of or relating to the gross negligence or willful misconduct of an indemnified party, in which case the indemnified party who was grossly negligent or engaged in such willful misconduct shall not be indemnified hereunder, but all other indemnified parties shall be indemnified hereunder.

SEVENTEENTH: THAT the Committee of Managers obtain and keep in force at all times, as an expense of the operation, maintenance and management of Llewellyn Park, an insurance policy or policies with a good and solvent insurer or insurers insuring the obligations of the Proprietors pursuant to Paragraph Sixteenth hereof and all other risks as the Committee of Managers shall elect, in such amounts and upon such terms as the Committee of Managers shall reasonably elect.

EIGHTEENTH: THAT the Proprietors by affirmative vote of eighty percent of all eligible votes shall have the right to amend and modify the Deed of Trust and this First Amendment to Indenture at any time and from time to time, subject to the terms of Paragraph Fourteenth hereof, which may not be modified or amended in any manner except to further restrict same, and any amendment so adopted shall, upon the

recording thereof in the Essex County Register's Office or such other appropriate county recording office as may exist from time to time, inure to and be binding upon all parties having any rights or obligations hereunder or any interest in Llewellyn Park or the Benefitted Lands without any need for a further court order, provided, however, that no amendment so adopted shall operate to materially adversely affect the rights under or security of any institutional mortgagee of any mortgage that is a recorded lien upon Llewellyn Park or any Benefitted Lands prior to the date of the adoption of such amendment, or to materially adversely affect the value of any security so mortgaged without the express written consent of any such institutional mortgagee, but shall be binding upon all non-institutional mortgagees regardless of the date of such non-institutional mortgagees' mortgage liens and upon all institutional mortgagees thereafter acquiring mortgage liens upon Llewellyn Park or any Benefitted Lands. For purposes of this Paragraph Eighteenth bona fide purchase money mortgagees who are sellers of Benefitted Lands and hold such bona fide purchase money mortgages as a result of a bona fide sale of Benefitted Lands to an unrelated third party at fair market value where the aggregate of such purchase money mortgage and all mortgages prior to it do not exceed 80% of the fair market value of the Benefitted Lands encumbered by such purchase money mortgage shall be considered and treated as institutional mortgagees. The Proprietors, by motion, duly made at any annual meeting, shall have the right to expand the class of mortgagees so protected from time to time in their discretion. In the event that the Board of Managers desire to recommend any amendment or modification to this Deed of Trust to the Proprietors, the Board of Managers shall mail a copy of such proposed amendment or modification to each Proprietor at the address to which invoices for Taxes are mailed. The Board of Managers shall schedule one or more meetings at which Proprietors may discuss the proposed amendment and modification, which

meetings shall be noticed in the usual manner for meetings of the Board of Managers that are open to all Proprietors. If, after such discussion meeting or meetings, the Board of Managers elects to have the Proprietors vote upon the amendment or modification, the Board of Managers shall schedule and notice, in the usual manner, a meeting for the purpose of holding such vote (which any Proprietor may cast in person or by proxy) and such other purposes as the Board of Managers shall desire.

NINETEENTH: THAT except as irreconcilably inconsistent with this First Amendment to Indenture, the Deed of Trust shall remain in full force and effect and shall be and remain binding upon the parties bound hereby.

IN WITNESS WHEREOF,

The Trustees of Llewellyn Park:

Bernard Berkowitz
Bernard Berkowitz, Trustee

Charles Segal
Charles Segal, Trustee

Charles Stanziale
Charles Stanziale, Trustee

The Committee of Managers
of Llewellyn Park:

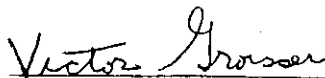
Susan Bennett
Susan Bennett, Member

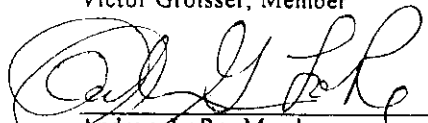
Ernest Booker
Ernest Booker, Member

Richard Cherchio
Richard Cherchio, Member

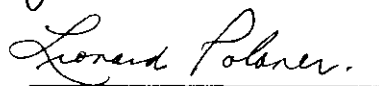
Gloria Gelmann
Gloria Gelmann, Member

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Victor Groisser, Member


Andrew LoRe, Member


James Orr, Member


Leonard Polaner, Member

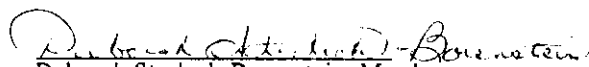

Deborah Streleck-Borenstein, Member

EXHIBIT A

PROPRIETORS CONSENTING TO REFORMATION ACTION

Adams, Mary H. & Henry G.
Adubato, Jean C. & Robert A.
Amsterdam, Harry
Antiles, Hannah J. & Leonard
Ashford, Dorothy Mae
Bailey, Barbara & Sean
Beck, Beatrice & David
Bell, Robert & Sakinah Deborah
Bennett, Susan & Alan H.
Berkowitz, Bernard
Berry, Betty Z.
Berry, Victoria & Robert
Bhardwaj, Usha & Vidya
Bissell, Florence
Bober, Michael
Booker, Dale W.
Borenstein, Deborah & Samuel
Brown, Theresa H. & James E.
Byer, Peter & Mary Ann
Carey, Laura & Hanson, B.H.
Carlin, Joan & Philip
Carr, Betty
Cassini, Ann
Cassini, III, Margaret & Joseph
Cecere, Antoinette M.
Cecere, Rose I.
Chabala, Lucille & Francis
Cherchio, Noella & Richard
Cohen, Ellen & Bruce L.
Colon, Jose
Corbett, Kelly D. & Anthony S.
Cummis, Ann D. & Clive S.
Day, Julie S.
DeCarlo, Zoraida & Phillip
Dolinko, Ruth & Morris
Duncan, Cynthia M.
Dutton, Marlene B. & Richard L.
Eddy, John Post
Edelman, Marlane & Arthur M.
Ellis, Emily Segal
Evans, Jerold M. & Crosby, Melissa
Eytel, Ann-Marie
Feinstein, Lynn
Fernando, Rosario P.

Ferrara, Meredith R.
Ficarotta, Noel & Phyllis
Florin, Richard & Thelma
Freeman, Maria & Robert
Furst, Barbara
Gaby, Corrine & Daniel
Garvey, Fenwick
Germann, Gloria & Hugo O.
Gold, Sherry
Grewal, Jasbir
Groisser, Carolyn & Victor
Grotta, Jane
Harris, Brian C.
Hastings, Beth & Dan T.
Hoch, Lee & L. Clinton
Holmes, Anne
Hulett, Barbara & James D.
Jannotti, Lisette & Gene
Jaslow, Muriel
Kafarian, Rose
Kaltenbacher, Philip
Katz, Vivian
Kelly, John
Koback, Carol & James
Kobler, Leonor
Kurens, Claire
Kusnierz, Robyn S. & Earl
LaPone, Vincent P.
Lemaldi, Eleanora
Lichtman, Jules
Lomazow, Lois & Steven
LoRe, Lee & Andrew
Luthy, Alfred J.
Marcus, Sharon & Stanley
McShane, Gayle
Millman, Jacqueline
Mollard, Rhona S. & William B.
Nanes, Richard
Newman, Doris & Joseph H.
Nolan, Marie & Robert
O'Connell, Hilda
Orr, Sharon & James
Padalino, Evelyn L.
Perl, Betty
Person, Daniel
Pollack, Rhona & Richard
Prager, Alice & Melvin
Reboli, Antoinette & John
Reese, Rebecca
Ricci, Peter

Robbins, Margaret
Robertson, Mary
Rodriguez, Roberto & Ayala, Iris
Rosenberg, Ira & Cox, Lita
Roy, Amy & Mark
Schaffer, Ann & Melvin
—Schavitz, Iris & Saunder
Schickhaus, Lois
Schmidt, Mayra & John
Schwartz, Bennett & Cohen, Paula
Segal, Jean & Charles
Shelby, P. Austin
Smillie, Nancy A.
Stanziale, Margaret Ann
Stegeland, Patricia & Gary
Steiner, David & Sylvia
Steinmann, Elizabeth & Frederick
Stirberg, Valerie
Stroup, Lynn A. & Matthew
Swanson, Mary K. & Alasdair
Sweeney, Gerald & Chin, Carolyn
Terry, Helen
Trainor, Kay & Charles
Tucker, III, Sheryl & Roger
Turk, Sandra J. & Martin —
Vambery, Robert & Marie
Vienna, Vincent
Walker, Alice P.
Wallerstein, Jane
Weil, Marjorie S.
Weiss, Audrey & Leonard B.
Weissglass, Randi & Jay
Wells, Timothy & Wells-Gurny, Michelle
Wieseneck, Gail R. & Larry
Wilder, Betty & George H.
Woehlman, Maryann Lodico
Wroblewski, Richard

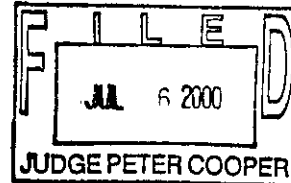
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EXHIBIT B

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RIKER, DANZIG, SCHERER, HYLAND & PERRETTI LLP
Headquarters Plaza
One Speedwell Avenue
Morristown, NJ 07962-1981
(973) 538-0800

Attorneys for Plaintiffs
The Trustees and
Committee of Managers of Llewellyn Park



IN THE MATTER OF THE DEED OF TRUST
OF LLEWELLYN S. HASKELL TO
AUGUSTUS O. MOORE, THOMAS B.
MERRICK, AND EDWIN C. BURT,
TRUSTEES, DATED FEBRUARY 28, 1857

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
PROBATE PART - ESSEX COUNTY

DOCKET NO. 14696-Y

CIVIL ACTION

ORDER OF REFORMATION

This matter having been opened to the Court by Riker, Danzig, Scherer, Hyland & Perretti LLP, attorneys for plaintiffs, The Trustees and Committee of Managers of Llewellyn Park, upon plaintiffs' Verified Complaint for reformation of the Indenture between Llewellyn S. Haskell and Mary Anna Haskell and Trustees Augustus O. Moore, Thomas B. Merrick, and Edwin C. Burt ("Deed of Trust"), received in the Office of the Register of the County of Essex, in the State of New Jersey, on February 28, 1857, and recorded in Book C10 of Deeds for that County on pages 293 to 315, as set forth in the First Amendment to Indenture; and the Court having reviewed the submission of the parties, and having considered all evidence; and for the good cause shown:

IT IS on this 6th day of July, 2000, hereby

and for the reasons previously expressed by the Court

ORDERED that the Trustees and Committee of Managers shall execute the First Amendment to Indenture and cause to have the First Amendment to Indenture filed with the Register of Deeds of the County of Essex in the State of New Jersey within 30 days of the date hereof; and

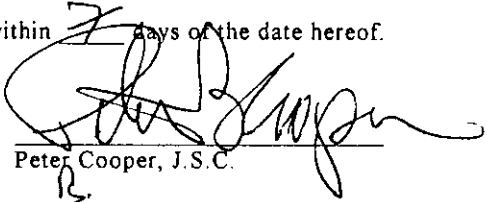
IT IS FURTHER ORDERED that the Deed of Trust and First Amendment to Indenture are subject to the following clarifications and modifications:

1. Nothing in the Deed of Trust or the First Amendment is intended to or does by its terms give the Committee of Managers any power to regulate the use or enjoyment of the Benefitted Lands other than those Benefitted Lands that are roads maintained by the Committee of Managers. Roads that are over Benefitted Lands and are maintained by the Committee of Managers may be regulated by the Committee of Managers in the same manner as other roads maintained by the Committee of Managers;
2. Article Ninth (j) is not intended to and does not by its terms give the Committee of Managers the right to impose a special tax assessment on Proprietors owning Benefitted Lands over which there are roads available to and used generally by Proprietors and their invitees. However, such a special tax assessment is intended to be and may be imposed upon Proprietors owning Benefitted Lands over which there are roads that are not available to and used generally by Proprietors and their invitees. The intent of this distinction is that roads that would, if not associated with Llewellyn Park, generally be considered "public" roads will be maintained by the Committee of Managers in the same manner as the roads that constitute part of Llewellyn Park and that the cost of such maintenance shall be paid in the same manner as the maintenance of Llewellyn Park, but the cost of maintaining roads that would, if not associated with Llewellyn Park, generally considered be "private", such as driveways and similar roads, will be paid for

by the owners of the Benefitted Lands containing such "private" roads if the Committee of Managers elects to maintain such roads;

3. Article Eighteenth is not intended to and does not give the Proprietors the right to amend the Deed of Trust or the First Amendment to reduce the requirement that amendments to the Deed of Trust or First Amendment pursuant to Article Eighteenth require an affirmative vote of eighty percent of all eligible votes. In addition, no amendment to the Deed of Trust or First Amendment may expand the authority of the Committee of Managers to regulate the use and enjoyment of the Benefitted Lands beyond the authority described in subparagraph 1 above; and

IT IS FURTHER ORDERED that a copy of this Order shall be served upon all parties and counsel of record within 7 days of the date hereof.


Peter Cooper, J.S.C.

BK5715PG0210

EXHIBIT C

THE RAMBLES

THAT AREA DELINEATED AS THE RAMBLES ON THE AERIAL
PHOTOGRAPH ATTACHED HERETO AND MADE A PART HEREOF,
COMMONLY KNOWN ON THE TAX MAP OF THE TOWNSHIP OF WEST
ORANGE AS:

<u>Block</u>	<u>Lot</u>
88	1
89	68
89.10	1.10
90.10	1.10
92	1
92.10	1.10
93.01	1
93.02	1
98	1
99	7
99.10	1.10
100.10	1.10
104	11

9K5715PG0211

EXHIBIT D

OTHER LANDS OF LLEWELLYN PARK

THAT AREA DELINEATED AS OTHER LANDS OF LLEWELLYN PARK ON THE AERIAL PHOTOGRAPH ATTACHED HERETO AND MADE A PART HEREOF, COMMONLY KNOWN ON THE TAX MAP OF THE TOWNSHIP OF WEST ORANGE:

<u>Block</u>	<u>Lot</u>
87	1
88	45.01
89	41.01
89	58.02
89	58.03
89	58.04
94.10	1.10
109	3
113.01	1.10
113.01	19.01

EXHIBIT E

BENEFITTED LANDS

THAT AREA DELINEATED AS BENEFITTED LANDS ON THE AERIAL PHOTOGRAPH ATTACHED HERETO AND MADE A PART HEREOF; COMMONLY KNOWN ON THE TAX MAP OF THE TOWNSHIP OF WEST ORANGE AS:

NOW OR FORMERLY OF	ADDRESS	TAX BLOCK	TAX LOT
Adams, Mary H. & Henry G.	32 Wildwood Ave.	86.02	6.02
Adubato, Jean C. & Robert A.	11 Ashley Road	112.02	20
Amsterdam, Hortense & Harry	5 Edgehill Road	90	16
Angel, Carole A. & Albert D.	4 Rocky Way	104	6,7
Antiles, Hannah J. & Leonard	80 Mountain Ave.	103	20.01
Ashford, Dorothy Mae	35 Glen Ave.	114	35.02
Bailey, Lorraine E. & George E.	38 Oak Bend	96	3.01
Bailey, Barbara & Sean	72 Glen Ave.	101.02	1
Beck, Beatrice & David	81 Glen Ave.	113.01	2
Belfatto, Jeannie & Joseph	14 Edgehill Road	89	41
Bell, Robert & Sakinah Deborah	9 Brook Way	94	2.02, 2.05
Bennett, Susan & Alan H.	28 Oak Bend	96	1
Berkowitz, Bernard	49 Park Way	100	3
Berlin, Jane Ann & Eduard	15 Ashley Road	112.02	19
Berry, Betty Z.	59 Glen Ave.	114	26.01
Berry, Victoria & Robert	42 Glen Ave.	101.01	1.01
Bhardwaj, Usha & Vidya	21 Glen Ave.	90	10
Bissell, Florence	11 Edgehill Road	90	21
Bober, Michael	31 Mountain Ave.	104	10.01
Booker, Dale W.	110 Mountain Ave.	97	5
Borenstein, Deborah & Samuel	23 Bloomfield Way	102	1
Bow & Arrow Manor, Inc.	66 Tulip Ave.	97	14.01
Bow & Arrow Manor, Inc.	60 Tulip Ave.	97	19
Brown, Theresa H. & James E.	60 Wildwood Ave.	86	7,8,9
Brown, Joan & A. David	7 Forest Way	95	6
Byer, Peter & Mary Ann	7 Ashley Road	112.02	12
Carey, Laura & Hanson, B.H.	72 Mountain Ave.	112.01	1
Carlin, Joan & Philip	79 Tulip Ave.	99	5
Carr, Betty	40 Wildwood Ave.	86.02	1
Cassini, Ann	65 Park Way	102	7.02
Cassini, Margaret, Joseph & Ann	6 Lynwood Way	102	3.01
Cecere, Antoinette M.	Glen Ave.	114	26,27
Cecere, Jacob, J.	Glen Ave.	114	28
Cecere, Jacob & Mary	55 Glen Ave.	114	29
Cecere, Rose I.	2 Edgehill Court	89	59.05
Chabala, Lucille & Francis	6 Brook Way	94.01	2.06
Cherchio, Noella & Richard	25 Mountain Ave.	104	10.32

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Cherchio-Bober Partnership	Mountain Ave.	104	10.03
Cohen, Ellen & Bruce L.	84 Mountain Ave.	103	11
Cohn, Sylvia J. & Albert	74 Mountain Ave.	112.01	2,10,10.01, 15
		112.02	5.02
Colon, Jose	80 Glen Ave.	101.02	1.06
Coraci, Beverly & Anthony A.	10 Tulip Ave.	94	8
Corbett, Kelly D. & Anthony S.	33 Oak Bend	97	24
Cummis, Ann D. & Clive S.	7 Oak Bend	100	5
Day, Julie S.	55 Mountain Ave.	104	10.02
DeCarlo, Zoraida & Phillip	5 Brook Way	94	2.04
Dolinko, Ruth & Morris	15 Edgehill Road	90	22
Duncan, Cynthia M. & Larry	8 Wildwood Ave.	88	48
Dutton, Marlene B. & Richard L.	16 Bloomfield Way	113.01	13
Eddy, John Post	33 Glen Ave.	90	12.02
Edelman, Marlane & Arthur M.	14 Long Branch Way	103	20
Ehrhardt, Ernest	49 Glen Ave.	114	30.0
Evans, Jerold M. & Crosby, Melissa	39 Glen Ave.	114	35
Eytel, Ann-Marie	4 Edgehill Road	89	58
Feinstein, Lynn	17 Bloomfield Way	112.02	1
Fernando, Rosario P.	5 Park Way	90	2
Ferrara, Meredith R.	90 Mountain Ave.	97	14
Ficarotta, Noel & Phyllis	3 Brook Way	94	2.03
Florin, Richard & Thelma	50 Oak Bend	95	1
Freeman, Maria & Robert	8 Llewellyn Pl.	88	6
Furst, Barbara	52 Glen Ave.	101.01	2
G & D Realty	10 Edgehill Road	89	41.02
Gaby, Corrine & Daniel	40 Glen Ave.	101.01	16
Garvey, Fenwick	54 Tulip Ave.	97	20
Gelmann, Gloria & Hugo O.	90 Glen Ave.	101.02	1.04, 1.08, 1.09
Gold, Sherry	35 Mountain Ave.	104	10.04
Goldfarb, James	39 Wildwood Ave.	94	8.01, 12.06
Grewal, Jasbir	28 Wildwood Ave.	86.02	6.01
Groisser, Carolyn & Victor	37 Glen Ave.	114	35.04
Grotta, Jane	5 Elm Court Way	101.02	3
Harris, Ellen & Brian C.	8 Ashley Road	112	2
Hastings, Beth & Dan T.	2 Wildwood Ave.	88	51.52
Hawkins, Eldridge	20 Bloomfield Way	113.01	11
Hawkins, Linda S.	20 Bloomfield Way	113.01	8
Hoch, Lee & L. Clinton	27 Oak Bend	97	20.01
Hoch, Lee & L. Clinton	1 Mountian Ave.	109	1
Holmes, Helen & Gately, Brian	1 Honeysuckle Ave.	114	37
Holmes, Anne & Tilney, J.W.	45 Mountain Ave.	104	10, 10.05
Hulett, Barbara & James D.	77 Glen Ave.	113.01	1
Jannotti, Lisette & Gene	63 Glen Ave.	113.02	1
Jaslow, Muriel	1 Rocky Way	109	3.04
Kafafian, Rose	5 Honeysuckle Road	114	38

Kaltenbacher, Philip & Seton Co.	10 Oak Bend	101.02	1.05
Katz, Vivian & Stanley H.	10 Lynwood Way	102	5
Kelly, S.F. & John	2 Llewellyn Pl.	88	3
Koback, Carol & James	6 Edgehill Road	89	57
Kobler, Leonor	9 Ashley Road	112.02	21
Kurens, Claire	41 Park Way	101.02	24.03
Kusnierz, Robyn S. & Earl	11 Lynwood Way	103	1
LaPone, Vincent P.	7 Edgehill Court	89	59
Lav, Ronnie & Grace	12 Ashley Road	112	1
Leavens, Margaret R. & William B.	11 Park Way	90	4,4.01,4.02
Lemaldi, Eleanora	5 Ashley Road	112.02	16
Lester, Arthur I. & Tamala R.	2 Trefoil Pass	95	3
Lewis, Michael	69 Mountain Ave.	99	11,7.01
Lichtman, Shirley & Jules	11 Rocky Way	109	3.03
Lodico, MaryAnn	10 Wildwood Ave.	88	47
Lomazow, Lois & Steven	88 Glen Ave.	101.02	1.03
LoRe, Lee & Andrew	3 Ashley Road	112.02	17
Luthy, Alfred J.	18 Wildwood Ave.	88	42
Manderichio, Peter J. & Frances	6 Wildwood Ave.	88	49
Marcus, Sharon & Stanley	7 Edgehill Road	90	20
Marsillo, James	5 Bloomfield Way	112	4
McLaughlin, Andrew	74 Glen Ave.	101.02	1.07
McNeil, Vernita G.	82 Mountain Ave.	103	10
McShane, Gayle	92 Mountain Ave.	97	5.01,5.02
Meriwether, F. Lewis, Trustee	20 Tulip Ave.	94	12.04
Millman, Jacqueline	9 Elm Court Way	101.02	4
Mollard, Rhona S. & William B.	45 Wildwood Ave.	94	12.05
Montilus, Margaly & Rommell	79 Mountain Ave.	85.01	1
Morgan, Marie G. & Robert C.	75 Mountain Ave.	99	5.02
Munyon, Carol & Rod	38 Wildwood Ave.	86.02	2
Nanes, Richard	6 Oak Bend	102	7
Newman, Doris & Joseph H.	29 Mountain Ave.	104	10.31
Nolan, Marie & Robert	1 Brook Way	94	17,18
Orac, Inc.	45 Oak Bend	97	1,5.03
Ornstein, Kristi S. & Lance, Michael	1 Oak Bend	100	5.01
Orr, Sharon & James	11 Wildwood Ave.	94.01	2.08
Padalino, Evelyn L.	12 Wildwood Ave.	88	45
Perl, Betty	14 Lynwood Way	102	14
Person, Daniel	2 Lynwood Way	102	21.01
Petillo, John, J. & Sabrina M.	14 Elm Court Way	101.01	6
Polaner, Ellen & Leonard	10 Forest Way	94	12,12.03
Pollack, Rhona & Richard	15 Bloomfield Way	112.02	1.01
Prager, Alice & Melvin	1 Long Branch Way	112.01	20
Reboli, Antoinette & John	45 Park Way	100	1
Redmond, Claire D.	15 Elm Court Way	101.02	24.02
Reese, Rebecca & Ronald C.	75 Glen Ave.	113.01	1.01
Ricci, Eileen & Peter	3 Edgehill Court	89	59.07

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Robbins, Margaret & Thomas S.	62 Glen Ave.	101.02	1.01, 1.02
Robertson, Trust of Mary Kay	93 Glen Ave.	102	3.02
Rodriguez, Roberto & Ayala, Iris	83 Mountain Ave.	85.01	1.01, 4
Rosenberg, Ira & Cox, Lita	43 Glen Ave.	114	34
Roy, Amy & Mark	10 Rocky Way	104	1
Russo, Linda & Carmine	3 Edgehill Road	90	14
Schaffer, Ann & Melvin	17 Lynwood Way	103	4.01
Schavitz, Iris & Saunder	10 Bloomfield Way	113.01	15
Schickhaus, Lois & Edward	2 Forest Way	94	12.02
Schmidt, Mayra & John	27 Glen Ave.	90	12
Schwartz, Bennett & Cohen, Paula	18 Oak Bend	101.02	24.01
Segal, Emily	50 Glen Ave.	101.02	1.10
Segal, Jean & Charles	88 Mountain Ave.	102	12
Shapiro, Stanley & Hirsh, Ann	12 Edgehill Road	89	64
Shelby, P. Austin	5 Edgehill Court	89	59.06
Smillie, Nancy A.	7 Bloomfield Way	112	3
Stanziale, Margaret Ann	11 Oak Bend	100	1.01
Stegeland, Patricia & Gary	1 Edgehill Road	90	18
Steiner, David, Sylvia & Sudler Companies	5 Rocky Way	109	3.01
Steinmann, Elizabeth & Frederick	6 Llewellyn Pl.	88	5
Stierle, Est. of Patricia	3 Wildwood Ave.	94.01	2
Stirberg, Valerie	45 Glen Ave.	114	32
Stroup, Lynn A. & Matthew	4 Ashley Road	112	3.01
Swanson, Mary K. & Alasdair	8 Long Branch Way	103	11.01
Sweeney, Gerald & Chin, Carolyn	24 Oak Bend	101.02	24
Terry, David & Helen	8 Elm Court Way	101.01	5
Tolpa, Mona	86 Mountain Ave.	103	4
Trainor, Kay & Charles	8 Bloomfield Way	113.01	11.01, 17
Tucker, III, Sheryl & Roger	1 Ashley Road	112.02	18
Turk, Sandra J. & Martin	89 Glen Ave.	102	3
United States of America	16 Honeysuckle Ave	91 101.01	1 6.02
Vambery, Robert & Marie & Radenac, J. & S.	59 Wildwood Ave.	95	5
Vienna, Vincent	8 Edgehill Court	89	59.04
Walker, Alice P.	3 Honeysuckle Ave.	114	36
Wallerstein, Jane	1 Elm Court Way	101.02	1.11
Weil, Marjorie S.	73 Mountain Ave.	99	8
Weiss, Audrey & Leonard B.	51 Oak Bend	97	2
Weissglass, Randi & Jay	34 Oak Bend	96	3.00
Wells, Timothy & Wells-Gurny, Michelle	2 Brook Way	94.01	1
Wieseneck, Gail R. & Larry	21 Bloomfield Way	102	21
Wilder, Betty & George H.	2 Honeysuckle Ave.	89	58.02
Wroblewski, Richard & O'Connell, Hilda	41 Glen Ave.	114	35.01
50 Wildwood Ave. Corp./Rosenthal	50 Wildwood Ave.	86	10, 11

Deed.

LEWELLYN S. HASKELL,
AND WIFE,

TO

AUGUSTUS O. MOORE,
THOMAS B. MERRICK,

AND

EDWIN C. BURT,
Trustee.

DATED FEBRUARY 28TH, 1857.

RECEIVED, in the Office of the Register of the County of Essex, in the State of New Jersey, on the 28th day of February, A. D. 1857, and recorded in Book C10 of Deeds for the said County on pages 293 to 315 with which the within has been compared.

This Indenture, made this Twenty-eighth day of February, A. D. eighteen hundred and fifty-seven.

BETWEEN Llewellyn S. Haskell and Mary Anna, his wife, of the township of Orange, in the county of Essex, and state of New Jersey, of the first part; and Augustus O. Moore, of the township of Orange, in the county of Essex, and state of New Jersey; Thomas B. Merrick, of the city, county and state of New York; and Edwin C. Burr, of the city of Brooklyn, in the county of Kings, and state of New York; of the second part; WITNESSETH:

WHEREAS, the said Llewellyn S. Haskell is seized, in fee simple, of a certain tract or parcel of land and premises, situate, lying and being in the said township of Orange, hereinafter particularly described, and laid down on a certain map, entitled "A MAP OF LLEWELLYN PARK, IN ORANGE, ESSEX COUNTY, NEW JERSEY," and filed in the office of the Clerk of the said County of Essex, on the day of the date hereof, to wit:

(Description of Property)

AND WHEREAS, the said Llewellyn S. Haskell proposes to devote the said tract or parcel of land and premises, with its appurtenances, to the purposes of a private pleasure ground, under and by the name of LLEWELLYN PARK, which shall, at all times hereafter, be used and enjoyed by certain persons who are now, or may hereafter become, the owners or occupants of certain other lands and premises in the said township of Orange, in the manner and upon the terms hereinafter prescribed.

AND WHEREAS, the said Llewellyn S. Haskell is also seized, in fee simple, of certain other tracts

or parcels of land and premises situate, lying and being in the vicinity of the said Llewellyn Park, in the said township of Orange, within the following described limits, to wit: Valley Road, on the east; Perry Lane, on the west; the Eagle Rock Road, on the north; and the Newark and Mount Pleasant Turnpike, on the south; and containing about two hundred and seventy-five acres of land.

AND WHEREAS, the said Llewellyn S. Haskell is also seized, in fee simple, of a certain other tract or parcel of land and premises, situate, lying and being on the northerly side of the Eagle Rock Road, in the said township of Orange; the same being known under and by the name of "The Eagle Rock," and containing forty acres of land, more or less.

AND WHEREAS, Charles Harrison, of the said township of Orange, by a certain instrument in writing, bearing date on the first day of January, A. D. eighteen hundred and fifty-seven, for a certain consideration therein mentioned, did covenant and grant to and with the said Llewellyn S. Haskell, his heirs and assigns, that it should and might, forever thereafter, be lawful for him or them, or any or either of them, having the right to the use and enjoyment of the said Llewellyn Park, and for his and their respective families, tenants, agents and servants, at his and their will and pleasure, by day and by night, for all purposes whatsoever, and as well on foot as with horses, cattle and vehicles, to pass and repass over and through the lands and premises of him, the said Harrison, situate, lying and being on the easterly side of the First Mountain, or "Eagle Ridge," in the said township of Orange, by the two ways

or avenues, of fifty feet in width, hereinafter particularly described, to wit:

The first, being a continuation of Mountain avenue, which passes through the said Llewellyn Park, and extending twenty-five feet on each side of a curved line to be drawn through the following points, that is to say: Beginning on the north side of said Harrison's land, at a point distant seven feet and six inches (on a course of south sixty-six degrees forty-eight minutes east) from triangulation stake D in said Mountain avenue, and thence running south twenty-three degrees twelve minutes west one hundred and seventy-eight feet thence south eight degrees twenty-six minutes west one hundred and thirty-eight feet and sixty hundredths of a foot, and thence south eight degrees five minutes west one hundred and twenty-nine feet and thirty hundredths of a foot to the lands of Hannah Whittingham, and ending there;

And the second, being known as Glen Avenue, and extending twenty-five feet on each side of a curved line to be drawn through the following points, that is to say: Beginning at a point distant fifty-two feet and twenty hundredths of a foot (on a course of south eighty-two degrees twenty-three minutes east) from triangulation-stake number fifty-five (55), standing in said Llewellyn Park, and thence running north sixty-one degrees thirty minutes east ninety-three feet and seventy-four hundredths of a foot, thence north seventy-four degrees eighteen minutes east one hundred and thirty-nine feet and forty-four hundredths of a foot, thence north forty-one degrees east one hundred and sixty-four feet, thence north thirty-six degrees thirty-eight minutes east one hundred and thirty-four feet and seventy hundredths of a foot to lands of the said Haskell, and ending there.

AND WHEREAS, in and by a certain article of agreement in writing, made between the said Llewellyn S. Haskell and Charles Harrison, of the said township of Orange, bearing date on the first day of May, A. D. eighteen hundred and fifty-six, the said Llewellyn S. Haskell, in consideration of the sum of One Dollar to him in hand paid, and of the conveyance, that day, made to him by the said Harrison, of a certain tract or parcel of land and premises, situate, lying and being in the said township of Orange, known as "the Ravine Lot," and of which a certain portion is included within the bounds of the said Llewellyn Park, did covenant and grant to and with the said Harrison, his heirs and assigns, that he, the said Harrison, and his heirs, so long and for such time as he or they shall reside on the land adjoining and bordering upon the said "Ravine Lot," or any part thereof, shall and may have the right and privilege of watering his or their horses and cattle, at and from the brook which flows through the same, and, also, of passing and repassing, with his or their family or families, agents, servants, horses, cattle and vehicles of every kind, across the same, at or near the westerly end thereof, in such manner as to work as little injury and inconvenience as possible to the said Haskell, his heirs or assigns; and, also, that he, the said Harrison, and his heirs, so long and for such time as he or they reside upon the adjacent land and premises now owned and occupied by him, or any part thereof, shall and may have the right and privilege of drawing from the brook aforesaid, at any point therein eastward of the stone quarry, now opened, and through a pipe not exceeding the diameter of one-half of an inch, so much water as may be required

for the family wants of his and their family or families, and also, the right and privilege of using and enjoying the said Llewellyn Park for the purposes of a private pleasure ground, without charge or assessment of any kind whatsoever, but otherwise subject to all the rules, conditions and regulations which may, at any time hereafter, be imposed upon the other persons having the right to use and enjoy the said Park for the like purposes; and, furthermore, that the purchaser or purchasers of any villa-site or sites, of at least one acre in extent, out of the said adjacent land and premises of the said Harrison, and the heirs and assigns of such purchaser or purchasers, with his, her or their respective family or families, being the occupants of the said site or sites, shall and may severally have the right to use and enjoy the said Park for the purposes aforesaid, subject to the rules, conditions and regulations aforesaid, upon his, her or their severally paying to the said Haskell, his heirs or assigns, having the legal title to the said Park, the sum of One Hundred Dollars, at the outset, for each and every acre contained in such site or sites, and, annually thereafter, such sum of money, not exceeding Ten Dollars per acre, as aforesaid;—and at the same rates for any fractional part of an acre,—as may, from time to time, be assessed upon the other persons having the right to use and enjoy the said Park for the like purposes.

AND WHEREAS, Caleb Harrison Condit, and Eleanor F., his wife, by deed bearing date on the first day of January, A. D. eighteen hundred and fifty-seven, did convey to the said Llewellyn S. Haskell, his heirs and assigns, a certain tract or parcel of

land and premises, situate, lying and being in the said township of Orange, whereof a certain portion is included within the limits of the said Llewellyn Park reserving for himself, the said Condit, his heirs and assigns, the right to place a water-ran in the brook which flows through said premises, at any point therein, and at any time thereafter, and to draw water from the said brook, and by means of said ran, and through a pipe not exceeding the diameter of one inch, for the domestic uses of himself, the said Condit, his heirs and assigns, and his and their respective family or families, so long as he or they occupy the adjacent land and premises now belonging to him; and reserving, also, for himself, the said Condit, and for Phoebe Harrison and Joel W. Condit, and each of them, their heirs and assigns, and their respective families, tenants, agents and servants, the right of passing and repassing between their respective lands and the said Valley Road, at all times, and for all purposes whatsoever, whether on foot, or with horses, cattle and vehicles, over and through the said land and premises, by a road or avenue, known as Tulip Avenue, upon the single condition, that each lot-owner or tenant enjoying the said right shall pay to the said Haskell, his heirs or assigns, having the legal title to the said Park, the sum of five Dollars annually, as a means of keeping the said road in good condition and repair.

AND WHEREAS, the said Llewellyn S. Haskell and Mary Anna, his wife, by their certain deed of conveyance, bearing date on the second day of December, A. D. eighteen hundred and fifty-six, and recorded in Book A 10 of Deeds for the said

county of Essex, on pages 189-91, did convey unto one Margaret Williams of the said township of Orange, and to her heirs and assigns forever, a certain tract or parcel of land and premises, situate, lying and being on the westerly side of Valley Road, in the said township of Orange, and containing one acre of land, more or less; as by reference to the said deed of conveyance, and the said record thereof, will more fully and at large appear.

NOW THEREFORE, THIS INDENTURE WITNESSETH, THAT the said Llewellyn S. Haskell, and Mary Anna, his wife, parties of the first part, in consideration of the premises, and of the sum of One Dollar, lawful money, to them in hand paid by said parties of the second part, at and before the sealing and delivery of these presents, and the receipt whereof is hereby acknowledged, have given, granted, bargained, sold and conveyed, and by these presents, do give, grant, bargain, sell and convey, unto the said parties of the second part, their heirs and assigns forever as joint tenants, and not as tenants in common, All that tract or parcel of land and premises, heretofore particularly described, and laid down on the said map; together with all and singular the houses, buildings, trees, ways, waters, profits, privileges and advantages, with the appurtenances to the same belonging or in any wise appertaining; also the two ways, or rights of way, across the said land and premises of the said Charles Harrison; and, also, all the estate, right, title, interest, property, claim and demand whatsoever, of the said parties of the first part, of, in and to the same, and of, in and to every part and parcel thereof: To Have and TO HOLD all and singular the same unto the

of parties of the second part, their heirs and assigns forever, as joint tenants, and not as tenants in common.

In Trust, nevertheless, for the use, intents and purposes hereinafter expressed and declared, of and concerning the same, that is to say:

THAT they, the said parties of the second part, and their heirs and assigns, successors in these trusts shall and will, forever hereafter, suffer and permit the said Llewellyn Park, and its appurtenances with its several roads or avenues, and ways or rights of way, as laid down on the said map, to be freely, and at all times, used and enjoyed, as a place of resort and recreation, by the several persons and parties hereinafter mentioned, and their respective families, tenants, agents and servants, that is to say:

1st. The said parties of the first part, their heirs and assigns;

2d. The said Charles Harrison, and his heirs;

3d. The said Margaret Williams, her heirs and assigns; and

4th. Such other person or persons as may hereafter purchase from the said Charles Harrison, or his heirs, any villa-site or sites, of at least one acre in extent, within the heretofore mentioned lands and premises of the said Charles Harrison, and who shall pay to the said parties of the second part, their heirs and assigns, successors in these trusts, the sum of One Hundred Dollars for each and every acre of land contained in such site or sites, and at the same rate for the fractional part of an acre; and by the heirs and assigns of such

purchaser or purchasers; so long and for such time only as they shall severally reside upon the said lands and premises, within the limits aforesaid; subject to such rules, regulations, and taxes or assessments as may, from time to time hereafter, be made and imposed, in the manner hereinafter prescribed, for the proper maintenance and embellishment of the said Llewellyn Park.

AND THAT they, the said parties of the second part, their heirs and assigns, successors in these trusts, shall and will suffer and permit the said Llewellyn S. Haskell, and all and every person or persons who may, at any time hereafter, become the owner or owners of the said tract or parcel of land and premises lying on the northerly side of Eagle Rock Road and known as "the Eagle Rock," and his and their respective family or families, tenants, agents, and servants, to pass and repass from the said Valley Road to the said Eagle Rock Road, at all times, and for all purposes, either on foot, or with horses, cattle or carriages, over and through the said Llewellyn Park, by means of its several roads or avenues, and ways, as laid down on the said map, upon the single condition, that the said Llewellyn S. Haskell, or the said owner or owners of the said tract of land and premises, shall pay the sum of Fifty Dollars annually to the said parties of the second part, their heirs and assigns, successors in these trusts.

AND THAT they, the said parties of the second part, their heirs and assigns, successors in these trusts, shall and will suffer and permit the said Llewellyn S. Haskell, and every such other person or persons as may, by the payment of annual

taxes or assessments, contribute his, her or their proportion towards the expenses of maintaining and embellishing the said Llewellyn Park, by a majority of votes each person having one vote for every acre of land owned or occupied by him or her that may be subject to such assessments on the second Monday in January, in each year, between the hours of six and nine o'clock, in the afternoon of that day and at some place in the said Llewellyn Park, to be fixed from time to time by the said parties of the second part, their heirs or assigns, to choose a committee of managers, consisting of not less than three, nor more than nine persons, who shall, for the year then next ensuing, have the exclusive control and management of the said Llewellyn Park, for the enclosure, planting, maintenance and decoration thereof, and for the prescribing and enforcement of rules and regulations for the use and enjoyment thereof. And that the cost of such enclosure, planting, maintenance and decoration, as well as the payment of necessary incidental charges, and the state, county and township taxes upon the said Llewellyn Park shall be defrayed by the said committee of managers out of and by an annual tax or assessment upon all the persons Charles Harrison and his heirs only excepted having the right to the use and enjoyment of the said Llewellyn Park, in manner aforesaid; the said tax or assessment being made and imposed at their annual meeting, on the said second Monday in January, in each year, and by a majority of votes, in manner aforesaid; and being required to be paid to the said committee of managers, on or before the first day of March, then next following: Provided, that no person shall be re-

quired to pay, in any one year, a tax or assessment larger than Ten Dollars for each acre of the aforesaid land and premises that is owned or occupied by him or her, and at that rate for the fractional part of an acre; and PROVIDED, ALSO, that, in case of a neglect to choose a committee of managers, or to fix the rate of the said tax or assessment, for any coming year, in manner aforesaid, the committee of managers last chosen shall continue in office for another year, and the rate of the said tax or assessment shall be the same as in the last preceding year. And that all the moneys which may come to the hands of the said parties of the second part, their heirs or assigns, successors in these trusts, shall be applied by them, or by the committee of managers, under their direction, for the maintenance and embellishment of the said Llewellyn Park.

AND THAT they, the said parties of the second part, their heirs and assigns, successors in these trusts, shall and will suffer and permit all and every person or persons who may purchase any villa-site or villa-sites out of any lands and premises that shall be hereafter acquired by the said Llewellyn S. Haskell, within the hereinbefore described limits, and their heirs and assigns, and their respective families, tenants, agents and servants, being occupants of the said site or sites to use and enjoy the said Llewellyn Park and the said roads or avenues, and ways and rights of way, for the like purposes, and upon the same terms and conditions, in every particular, as the persons purchasing sites out of the hereinbefore mentioned lands and premises now belonging to the said Llewellyn S. Haskell.

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AND THAT they, the said parties of the second part, their heirs and assigns, successors in these trusts, shall and will suffer and permit the said Charles Harrison and his heirs, for and during the time aforesaid, to water his and their cattle and horses, at and from the brook which flows through the said Ravine Lot, and also, to cross and re-cross the said Ravine Lot, and also, to draw water from the said brook, in the manner and for the purposes mentioned in the aforesaid article of agreement between the said Llewellyn S. Haskell and the said Charles Harrison; and shall and will also suffer and permit the said Caleb Harrison Condit, his heirs and assigns, to place a water-ran in the brook which flows through the land and premises conveyed by the said Condit and his wife to the said Llewellyn S. Haskell as aforesaid, and to draw water from the said brook for the purposes and during the time mentioned in the said deed of conveyance; and shall and will also suffer and permit the said Caleb Harrison Condit, the said Phoebe Harrison, and the said Joel W. Condit, and every of them, their heirs and assigns, and their respective families, tenants, agents and servants, to pass and repass as aforesaid, between Valley Road and their respective lands, over and through the land so conveyed to the said Llewellyn S. Haskell, by the road or avenue known as Tulip Avenue, upon the single condition, that each lot-owner or tenant enjoying the right shall annually pay the sum of Five Dollars to the said parties of the second part, their heirs and assigns, successors in these trusts, according to the true intent and meaning of the said deed of conveyance.

AND THAT they, the said parties of the second part, their heirs and assigns, successors in these trusts, when therunto requested in writing, by all the persons who, being the owners of the heretofore mentioned lands and premises, are now, or may hereafter become, entitled to the use and enjoyment of the said Llewellyn Park, in manner aforesaid, shall and will sell and convey the whole or any part of the said Llewellyn Park, in fee simple, or for any less estate, and distribute the proceeds of such sale or sales among the said owners, in proportion to the quantity of the said lands severally owned by them at the time of such sale or sales. And that when and so often as any two of the said parties of the second part, and their successors in these trusts, are deceased, or shall relinquish the trusts hereby committed to them, the remaining party of the second part shall, by apt conveyance, cause the title and estate of the said Llewellyn Park, with the appurtenances, to be vested in himself and two other new trustees, and to be thereafter had and holden by him and them in joint tenancy, and not in common, upon the like trusts as are herein contained and expressed—the said new trustees being nominated and appointed, at the said annual meeting on the second Monday in January, by a majority of the votes of the persons who, owning the said lands and premises, may contribute, by the payment of the annual taxes or assessments, towards the expense of maintaining and embellishing the said Llewellyn Park. And that, upon the surrender of these trusts by all the parties to whom they are now, or may be hereafter, committed, through death or other cause, the title and estate of the said Park, with its appurtenances, shall and will revert to the said parties of the second part, their heirs and assigns, successors in these trusts, in the manner and for the purposes aforesaid.

sacer, shall be vested in three new trustees, upon the like trusts, to be appointed by the Chancellor of the said state of New Jersey, on the application of any person having the right to the use and enjoyment of the said Park in manner aforesaid.

AND THAT they, the said parties of the second part, their heirs and assigns, successors in these trusts, during the continuance thereof, shall not, nor will erect, or suffer to be erected, or maintained, upon the said Llewellyn Park, any building to be used as a hotel, livery-stable, slaughter-house, smith-shop, forge, foundry, brewery, distillery, hat-factory, circus or menagerie, or for the carrying on of any trade or business that may interfere with the full and proper use and enjoyment of the said Llewellyn Park in manner aforesaid.

AND the said Augustus O. Moore, Thomas B. Merrick and Edwin C. Burr, do hereby become parties of the second part to these presents, and accept the powers and trusts hereby granted and declared; on the condition, nevertheless, that it shall and may be lawful for them, or their successors therein, or any or either of them, at any time hereafter, to resign such powers and trusts, by executing and delivering to their co-trustees or trustees, for the time being, spot and proper conveyances of all their or his estate, powers and interests in and over the lands and premises hereby granted and conveyed.

AND the said Llewellyn S. Haskell, for himself, his heirs, executors and administrators, doth hereby covenant and agree to and with the said parties of the second part, their heirs and assigns, successors in these trusts, the first two hundred

and fifty acres of the aforesaid lands and premises which shall be sold and conveyed by the said Llewellyn S. Haskell, his heirs, executors or administrators, after the day of the date hereof, shall be sold and conveyed, subject to the payment of the said annual taxes or assessments for the maintenance and embellishment of the said Llewellyn Park; and that, after the said two hundred and fifty acres shall have been so sold and conveyed, the person or persons purchasing, of the said Llewellyn S. Haskell, his heirs, executors or administrators, any or all of the remaining portion of the said lands and premises, shall be entitled to the use and enjoyment of the said Llewellyn Park, and its appurtenances, in the manner aforesaid, only upon his, or their paying, at the outset, to the said parties of the second part, their heirs and assigns, successors in these trusts, the sum of One Hundred Dollars for each and every acre of the said lands and premises so purchased, and, afterwards, of such annual taxes or assessments as may be imposed in the manner and for the purposes aforesaid and at the same rates for the fractional part of an acre; and also that, until the first one hundred and seventy-five acres of the said lands and premises shall have been so sold and conveyed, he, the said Llewellyn S. Haskell, his heirs, executors or administrators, shall and will pay, or cause to be paid, all such annual taxes or assessments upon the same, or upon such portion thereof as may remain unsold and unconveyed at the time of any annual meeting on the said second Monday in January, as might have been imposed thereon if the same had been so sold and conveyed; it being expressly understood and agreed by and between the par-

ties to these presents, that the said Llewellyn S. Haskell, his heirs, executors or administrators, shall never be required to pay any annual tax or assessment upon a greater number of acres than twenty acres, in addition to the one hundred and seventy-five acres last mentioned.

In WITNESS WHEREOF, the said Llewellyn S. Haskell and Mary Anna, his wife, of the first part; and Augustus O. Moore, Thomas B. Merrick and Edwin C. Burt, of the second part, have hereto set their hands and seals, on the day and year first aforesaid.

LLEWELLYN S. HASKELL. (L.S.)
 MARY ANNA HASKELL. (L.S.)
 AUGUSTUS O. MOORE. (L.S.)
 THOMAS B. MERRICK. (L.S.)
 EDWIN C. BURT. (L.S.)

Signed, sealed and delivered
 in the presence of

JNO. L. BLAKE, Jr.

New Jersey, Essex County, ss.;

Be it remembered, that, on the twenty-eighth day of February, A. D. one thousand eight hundred and fifty-seven, before me, JOHN L. BLAKE, JR., a Master of the Court of Chancery of said State, personally appeared LLEWELLYN S. HASKELL and MARY ANNA, his wife, and AUGUSTUS O. MOORE, THOMAS B. MERRICK and EDWIN C. BURT, who I am satisfied, are the parties in the foregoing Deed of Conveyance named, and, I having first made known to them the contents thereof, they severally acknowledged

that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

And the said MARY ANNA, being by me privately examined, separate and apart from her husband, further acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband.

JNO. L. BLAKE, JR.,
 Master in Chancery.