

DECLARATION OF EASEMENT AND RIGHT OF WAY AGREEMENT

THIS AGREEMENT made on this 19th day of January, 1988,
 by and between ALLIED-SIGNAL INC., successor in interest by merger to
 ALLIED CORPORATION, P.O. Box 2245R, Morristown,
 New Jersey; ESSEX FELS COUNTRY CLUB, 219 Devon Road, Essex
 Fells, New Jersey; and WEST ESSEX HIGHLANDS, INC. successor to
 West Essex Developers, Inc., 1640 Vauxhall Road, Union, New
 Jersey, hereinafter referred to as Grantors.

W I T N E S S E T H:

The Grantors are the owners of properties located in
 the Municipality of West Orange. All properties abut a roadway
 commonly known as Oval Road, a roadway serving all properties.
 Pursuant to a letter agreement dated December 5, 1986, (Exhibit
 A attached hereto) the parties have agreed to vacate the
 existing right of way of Oval Road and to a realign Oval Road
 in accordance with a plan prepared by G.C. Stewart Associates,
 Inc., dated November 2, 1987, (Exhibit B attached hereto) and
 to have constructed a roadway and related improvements in
 accordance with improvement plans prepared by G.C. Stewart
 Associates, Inc. revised through October 26, 1987. Said letter
 agreement also provides for the construction of the new roadway
 and all related appurtenances by West Essex Highlands, Inc.

PREPARED BY:

GARY S. ROSENWEIG, ESQ.
 An Attorney at Law, State of New Jersey

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Attached hereto as Exhibit C is a letter dated November 6, 1987, from West Orange Township Engineering approving said realignment and roadway construction plans.

West Essex Highlands, Inc. has also entered into an Agreement, dated March, 1987, with the Township of Essex Fells and Essex Fells Country Club providing for the vacation of a portion of Oval Road as a public roadway and, in lieu thereof, the establishment of a permanent easement for use by emergency vehicles. Exhibit D attached hereto.

NOW THEREFORE, in consideration of the mutual undertakings of the parties, and of One Dollar (\$1.00) each to the other is hand paid, the Grantors agree and declare that the following easement and right of way for the realignment of Oval Road as shown on a plan of the proposed realignment of Oval road proposed by G.C. Stewart Associates, Inc. dated November 2, 1987 shall be established. The parties hereto, hereby dedicate said easement and right of way for public use. This easement and right of way shall apply to the following described properties and shall run with said lands in perpetuity:

BEGINNING at a point on the Northerly side line of Eagle Rock Avenue, distant 388.95' Westerly along same from the Westerly side line of Wakeman Street. Said point being the Easterly side line of realigned Oval Road 50' wide and in the line of lands of Allied Signal Corporation.

thence (1) running through lands of Allied-Signal Inc., on a curve curving to the right having a radius of 48' and an arc distance of 44' and a chord of North 180-13'-25" West 42.48' to a point;

thence (2) still through same, on a curve curving to the right having a radius of 410.90' and an arc distance of 81.72' and a chord of North 130-44'-07" East 81.58' to a point;

thence (3) still through same, on a curve curving to the right having a radius of 698' and an arc distance of 120.46' and a chord of North 240-22'-36" East 120.31' to a point;

thence (4) still through same, North 290-19'-15" East 512.38' to a point;

thence (5) still through same, on a curve curving to the left having a radius of 300.33' and an arc distance of 136.29' and a chord of North 160-19'-15" East 135.12' to a point;

thence (6) still through same, on a curve curving to the left having a radius of 501.28' and an arc distance of 379.58' and a chord of North 180-22'-19" West 370.57' to a point;

thence (7) still through same, North 400-03'-52" West 113.60' to a point;

thence (8) still through same, on a curve curving to the right having a radius of 1165.27' and an arc distance of 366.58' and a chord of North 310-03'-08" West 365.07' to a point;

thence (9) still through same and through lands of West Essex Highlands, North 220-02'-23" West 136.15' to a point;

thence (10) through lands of said West Essex Highlands, on a curve curving to the left having a radius of 2195.28' and an arc distance of 683.68' and a chord of North 300-57'-42" West 680.92' to a point;

thence (11) still through same, North 390-53'-00" West 357.72' to the Township boundary line between the Township of West Orange and the Township of Essex Fells;

thence (12) crossing realigned Oval Road, South 330-11'-00" West 52.27' to a point on the Westerly side of realigned Oval Road and in the line of lands of Essex Fells Country Club;

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thence (13) running through said Essex Fells Country Club along the Westerly line of realigned Oval Road, South 390-53'-00" East 342.49' to a point;

thence (14) still through same, on a curve curving to the right having a radius of 2145.28' and an arc distance of 668.10' and a chord of South 300-57'-42" East 665.41' to a point;

thence (15) still through same, South 220-02'-23" East 136.15' to a point;

thence (16) still through same, on a curve curving to the left having a radius of 1215.27' and an arc distance of 382.31' and a chord of South 310-03'-08" East 380.73' to a point;

thence (17) still through same, South 400-03'-52" East 113.60' to a point;

thence (18) still through same, on a curve curving to the right having a radius of 451.28' and an arc distance of 341.72' and a chord of South 180-22'-19" East 333.61' to a point;

thence (19) still through same, on a curve curving to the right having a radius of 250.33' and an arc distance of 113.60' and a chord of South 160-19'-15" West 112.62' to a point;

thence (20) still through same, South 290-19'-15" West 512.38' to a point;

thence (21) still through same, on a curve curving to the left having a radius of 748' and an arc distance of 129.09' and a chord of South 240-22'-36" West 128.03' to a point;

thence (22) still through same, on a curve curving to the left having a radius of 460.90' and an arc distance of 125.49' and a chord of South 110-37'-58" West 125.10' to a point;

thence (23) still through same, on a curve curving to the right having a radius of 41' and an arc distance of 19.20' and a chord of South 160-55'-51" West 19.04' to a point on the Westerly side line of the original Oval Road;

thence (24) running along the Westerly side line of the original Oval Road on a curve curving to the left having a radius of 502.87' and an arc distance of 11.62' and a chord of South 000-13'-20" East 11.62' to the Northerly side line of Maple Rock Avenue;

NO. 4/1983 P. 10

The following course is a closing line having a bearing and distance of North 77°-20'-19" East 73.58' to the Point and Place of BEGINNING.

Each of the parties hereto grants to the other permanent easement for reasonable ingress and egress on and across the realigned right of way of Oval Road as previously described.

The realigned portion of Oval Road containing the 20 foot emergency easement described in Exhibit D shall be used for the purposes specified in Exhibit D and for no other purpose without the mutual written consent of the parties hereto and the Townships of West Orange and Essex Fells.

The parties hereto acknowledge that utility services are required to be constructed and installed within the relocated fifty foot right-of-way of Oval Road. Accordingly, and until such time as the Town of West Orange shall have accepted the dedication of the relocated fifty foot right of way of Oval Road as a public road, West Essex Highlands Inc., its successors or assigns, is authorized to execute such easements, or other agreements with respect to the fifty foot right-of-way, as may be required by Public Service Electric and Gas Company, New Jersey Bell Telephone Company, Commonwealth Water Company, Suburban Cablevision, and all other utility companies, public or private, for the installation of utilities in the relocated fifty foot right-of-way of Oval Road. Any such easement and construction therein shall be subject to and consistent with the terms and obligations of the three-party agreement* entered into by the parties hereto, which terms and obligations are

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JLH
JLH

*(Exhibit A attached hereto)

** (Except for Allied-Signal Inc. which is not a party to the Agreement attached hereto as Exhibit D)

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 incorporated herein by reference. For the purpose of such agreements, West Essex Highlands Inc. shall be designated as an attorney-in-fact for the undersigned parties.

This Agreement is made expressly for the benefit of and shall be binding on the heirs, personal representatives, successors of interest and assigns of the undersigned parties.

IN WITNESS whereof the parties have set their hands and seals this 19th day of January, 1988.

WITNESS:

Clinton J. Graham
 Clinton J. Graham, Esq.

ALLIED-SIGNAL INC., successor
 in interest by merger to
 ALLIED CORPORATION

By: Albert F. Ritardi
 Albert F. Ritardi, Staff Vice President
 ESSEX FELLS COUNTRY CLUB

G. Walter Connell
 G. WALTER CONNELL, SECRETARY

By: Jack D. Cussen
 JACK D. CUSSEN, PRESIDENT

WEST ESSEX HIGHLANDS INC.

Sam M. Gersh
 Sam M. Gersh, Esq.

By: Sam M. Gersh
 SAM M. GERSH, VICE PRESIDENT

***Every easement granted on behalf of the Grantors by West Essex Highlands, Inc. shall contain an express provision that the grantee company shall perform its work in a workman-like manner, and shall indemnify and hold harmless Grantors, their employees, and representatives from any and all costs, losses, damages or claims for injury or damage to all persons or property resulting from or related to grantee's exercise of the rights granted by said easement.



Allied Corporation
P.O. Box 2245A
Morristown, NJ 07960-2246

December 5, 1986

Essex Fells Country Club
219 Devon Road
Essex Fells, New Jersey 07021

West Essex Highlands
1640 Vauxhall Road
Union, New Jersey 07083

Gentlemen:

This Letter Agreement is intended to memorialize certain understandings which we have reached concerning the roadway commonly known as Oval Road in West Orange, New Jersey which abuts our respective properties.

West Essex Highlands, a New Jersey corporation, ("West Essex") proposes to develop certain property owned by it to the rear of the Allied Corporation, formerly Allied Chemical Corporation, a New York corporation ("Allied"), premises known as Pleasantdale Farm. In order to develop such property, West Essex requires access to Eagle Rock Avenue over and across Oval Road, which roadway will have to be widened to meet the requirements of various governmental bodies and agencies.

While there is not total agreement as to the facts, it appears that certain portions of Oval Road may have been previously dedicated as public roadway. It does not appear, however, that the Township of West Orange has ever accepted any such dedication. It is agreed, however, that the present alignment of the roadway is not satisfactory to any of the parties and that a new alignment will be far more desirable to all parties.

Attached to this Letter Agreement as Schedule A is a new alignment of Oval Road which we have mutually agreed to and accepted. In order to implement the realignment of Oval Road, we have agreed to the following steps:

1. We will jointly request the Municipal Council of West Orange to vacate any and all previous dedications of the existing Oval Road right of way.
2. We will each execute such deeds as may be required to dedicate Oval Road aligned as shown on Schedule A and request the Township of West Orange to accept such dedication.

All work to improve Oval Road in accordance with the new alignment shall be performed by West Essex at its sole cost and expense. In so doing, West Essex shall scrupulously install all fencing, curbing and other improvements shown on Schedule A. All work shall be done in a good and workmanlike manner and in accordance with all legal requirements. West Essex shall protect the premises and properties of

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Allied and Essex Fells Country Club, a New Jersey corporation, ("Club") from and against any damage and destruction and shall indemnify Allied and Club and hold them harmless from any loss, claim, damage or injury, including death, arising by reason of the work being performed, or due to any act, omission or negligence of West Essex, its agents, contractors or employees in performing same. In particular, but without limitation, West Essex shall preserve all trees within and without the Oval Road right of way to the extent shown on Schedule A and to any greater extent reasonably possible.

West Essex shall have the right to enter in and upon the premises of Allied and Club only to the extent required to perform the work required to improve the roadway and to install all fencing, curbing and improvements. Prior to commencing any work with respect to Oval Road and/or entering onto premises of either Allied or Club, West Essex shall deliver to both Allied and Club certificates of insurance issued by a reputable insurance company authorized to do business in New Jersey and certifying to coverage in favor of Allied and Club against claims for injury to persons and damage to property arising out of or in any way related to the work to be performed by West Essex described above. Such coverage is to have limits of \$3,000,000/\$3,000,000 with respect to personal injury and \$1,000,000 with respect to property damage. The certificates shall provide for 30 days' advance notice to each of Allied and Club of any termination of coverage. No work shall be performed on Oval Road or the premises of Allied or Club at any time such insurance coverage is not in force. In addition, West Essex shall provide appropriate performance and payment bonds, or other mutually acceptable and agreeable guarantees for the benefit of Club and Allied in the amount of the estimated cost of the roadwork and other improvements. Such bonds, or other mutually acceptable and agreeable guarantees shall be issued by reputable surety companies authorized to do business in New Jersey.

West Essex recognizes that Oval Road (both in its present and contemplated alignments) is the access to Allied's premises for fire and delivery purposes. Accordingly, West Essex agrees, as a further inducement to Allied to enter into this agreement, that West Essex shall perform its work in such manner that reasonable and convenient access to Allied's property over Oval Road and through Allied's existing Oval Road gate shall be maintained and available at all times, notwithstanding the contemplated construction. West Essex acknowledges that Allied's needs for access have priority over all construction requirements of West Essex.

As further consideration for Allied's execution and delivery of this agreement, Club agrees to landscape those portions of the Allied premises abutting the realigned Oval Road in accordance with the proposal of Frank J. Chadwick dated December 13, 1984 attached hereto as Schedule B. Such landscaping work shall be performed in a good and workmanlike fashion as soon as is practical in light of the construction work to be performed on Oval Road. The Club shall indemnify Allied and hold it harmless from any loss, claim, damage or injury, including death, resulting from any act, omission or negligence of the Club, its agents, contractors or employees in performing said landscape work. The same good and workmanlike manner and in accordance with all legal requirements. West Essex shall be responsible for the premises and proper

insurance requirements described above with respect to West Essex shall be applicable to Club and no work shall be performed on Allied's premises until and unless such coverage is in force. All plants shall be guaranteed for a period of one year.

Should the Township of West Orange refuse to accept the dedication of the relocated Oval Road, then West Essex, its heirs, personal representatives, successors in interest or assigns shall be solely responsible for the design, construction, maintenance and repairs of the relocated Oval Road, as set forth in Exhibit A, and shall indemnify Allied and Club and hold them harmless from any loss, claim, damage, or injury, including death, incurred by any person, resulting from the design, construction, or condition of said Oval Road. Said obligation shall continue in effect forever from the date construction begins on the relocated Oval Road or until terminated by a later acceptance of the dedication by the Township of West Orange or by the mutual written consent of the parties hereto, their heirs, successors in interest or assigns.

In the event final site plan approval cannot be obtained as to the proposed alignment of Oval Road as shown in Exhibit A, then no party is bound by this agreement and nothing contained herein shall be deemed to be an agreement as to the rights of any party over and across all or any portion of Oval Road.

Please acknowledge your agreement to and acceptance of the foregoing terms and conditions.

Attest:

103 [Signature]
Assistant Secretary

Allied Corporation

By: [Signature]
John W. Barter
Senior Vice President
Planning, Development
and Administration

Attest:

[Signature]
Secretary

Essex Fells Country Club

By: [Signature]
President

Attest:

[Signature]
Secretary

West Essex Highlands

By: [Signature]
President

Execution of this Agreement is contingent upon all parties execution of the Addendum which is attached hereto and made a part hereof.

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STATE OF NEW JERSEY)

ss:

COUNTY OF MORRIS

On this 22nd day of December, 1986, before me, personally came H. Barrett Flanders, Jr., to me known, who being by me duly sworn, deposes and says: That he resides in Madison, New Jersey; that is an Assistant Secretary of Allied Corporation, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed under authority of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Dorothy C. Ozimek
Notary Public

DOROTHY C. OZIMEK

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires 7-20-87

STATE OF NEW JERSEY)

ss:

COUNTY OF ESSEX

On this 22nd day of December, 1986, before me, personally came Frank H. McKeown, to me known, who being by me duly sworn, deposes and says: That he resides in Essex Fells, N.J.; that is a Secretary of Essex Fells Country Club, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed under authority of the Board of Directors of said corporation, and that he signed his name thereto by like order.

John E. Marzano
Notary Public

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires November 15, 1990

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Execution of this Agreement is contingent upon all parties execution of the Accordum which is attached hereto and made a part hereof.

STATE OF NEW JERSEY)
Union) SS:
COUNTY OF ESSEX)

On this 5th day of Feb., 1986, before me,
personally came Sam M. Gerchun, to me known, who being by me
duly sworn, deposes and says: That he resides in
that is a Secretary of West Essex Highlands, the corporaion
described in and which executed the within instrument; that he knows the
seal of said corporation; that the seal affixed to said instrument is
such corporate seal; that it was so affixed under authority of the Board
of Directors of said corporation, and that he signed his name thereto by
like order.

Patricia March
Notary Public
PATRICIA MARCH
A Notary Public of New Jersey
My Commission Expires April 4, 1989

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ADDENDUM TO LETTER AGREEMENT
 BETWEEN ALLIED CORP., ESSEX FIELDS COUNTRY CLUB,
 AND WEST ESSEX HIGHLANDS, INC.

The within are to serve as an Addendum to the Oval Road Tri-Party Letter Agreement between Allied Corp., Essex Fells Country Club, and West Essex Highlands, Inc.

1. At Page 2, Paragraph 1, after the sentence beginning "West Essex shall have the right to enter in and upon the premises of Allied and Club...", insertion of the following verbage:

The parties agree to allow such "slope" and drainage rights as may be required for the proper construction and maintenance of the new roadway.

2. At Page 3, Paragraph 2, after "In the event final site plan approval", insertion of the following phrase:

, if required by the Township of West Orange or the County of Essex,

3. Add as an additional paragraph:

The parties recognize that the engineering plans and specifications to be utilized by West Essex for the construction of the realigned Oval Road were prepared under contract through parties other than West Essex. West Essex agrees to construct the improvements in accordance with the plans prepared by G. C. Stewart Associates, Inc.; however, West Essex, shall not be responsible for any additional review charges imposed by the Township of West Orange, if same are assessed by the Township, for any additional review of the plans prepared by G. C. Stewart Associates, Inc.

~~4. Add as an additional paragraph:~~

~~Should any additional development be constructed on the properties owned by the parties to this Agreement beyond the development presently existing or proposed by West Essex, the parties agree to share those maintenance and repair costs relating to such additional development, and the parties agree to negotiate in good faith.~~

Please acknowledge your agreement to and acceptance of the foregoing terms and conditions.

ALLIED CORPORATION

Attest:

By:

Assistant Secretary

John W. Barter, Senior Vice President -
Planning, Development and Administration

Attest: Attest: J. Barter, Senior Vice President - Planning, Development and Administration

ESSEX FIELDS COUNTRY CLUB

est:

By:

etary

President

WEST ESSEX HIGHLANDS, INC.

By:

President

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ESSEX FELS



COUNTRY CLUB

April 8, 1987

Township of West Orange
Township of Essex Fells
West Essex Developers

Gentlemen:

With regard to the enclosed agreement dated _____ vacating a portion of Oval Road in West Orange (commonly known by all parties as the "Emergency Section") as described, please be advised that our understanding and signing of this Agreement is conditional on the total alignment of Oval Road in West Orange as described and outlined in the Tri-partite agreement dated December 5, 1986 between Essex Fells Country Club, Allied Corp. and West Essex Developers, which contains Schedule A as drawn by George C. Stewart, Engineers.

Very truly yours,

Robert T. Vostal
President

RTV:jm
Encl.

cc: D. O'Connor
Jim Stewart

219 Devon Road, Essex Fells, N.J. 07021

A G R E E M E N T

This Agreement dated the day of
1986, between the Township of West Orange ("West Orange"), the
Township of Essex Fells ("Essex Fells"), both municipal
corporations in the County of Essex, New Jersey, Essex Fells
Country Club, a nonprofit corporation of the State of New
Jersey ("Country Club"), West Essex Developers, Inc. ("the
Developer"), a corporation of the State of New Jersey.

W I T N E S S E T H:

WHEREAS, on November 7, 1984, the Planning Board of
West Orange gave final approval to West Essex Developers, Inc.
for property located on Oval Road in West Orange, also known as
Block No. 178, Lot Nos. 3, 5, 7, and 9 and Block No. 179, Lot
No. 32 on the Tax Map of West Orange subject to the following
conditions among others:

...2. A breakaway fence be placed across Oval
Road immediately to the west of the westerly
entrance of the premises.

...8. A temporary barrier is to be installed
on Oval Road immediately west of the premises
during construction, and all construction
vehicles are to approach the project from Oval
Road in West Orange and not in Essex Fells.

...9. In accordance with a letter dated
October 26, 1984, from Acting Mayor Beard of
Essex Fells to West Orange Mayor Samuel Spina,
as attached, (a) the portion of Oval Road west
of the breakaway fence be vacated; (b) a
permanent easement be recorded for the use of
the vacated road by emergency vehicles only;
and (c) a 20-foot wide passable roadway in the
bed of the vacated road be maintained by the
condominium association; and

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WHEREAS, prior to vacating said portion of Oval Road, West Orange and the Developer want to memorialize the understanding between each other and with the Country Club and Essex Fells concerning the emergency right of way and the other matters set forth in this agreement; and

WHEREAS, the parties to this Agreement have met and determined that on the portion of Oval Road to be vacated, beside the fences and barrier mentioned in the aforesaid Resolution, Essex Fells should erect a breakaway barrier in Oval Road adjacent to the boundary line between Essex Fells and West Orange and that signs should be erected at the corner of Holton Lane and Oval Road indicating a dead end at said boundary line, and Essex Fells desires to install such fence and sign; and

WHEREAS, before vacation of the portion of Oval Road referred to in said Resolution, the parties hereto wish to enter into an Agreement as to the title, rights, and duties of the respective parties in and to that portion of Oval Road after vacation and maintenance of the 20-foot easement for emergency vehicles;

NOW, THEREFORE, in consideration of the covenants hereinafter made and of \$1.00 each to the other in hand paid, the parties hereto agree as follows:

1. West Orange will pass an ordinance vacating the following described portion of Oval Road in the Township of West Orange, Essex County, New Jersey. West Orange will also obtain the consent of their Department of Public Works and Engineer's Office for this Agreement.

BEGINNING at a point in the centerline of Oval Road where the same is intersected by the Township line of the Townships of Essex Fells and West Orange;

thence (1) Running along said Township line North $35^{\circ}-11'$ East 25.87 feet to the Northerly side line of said roadway; thence (2) Running along the Northerly side line of Oval Road South $39^{\circ}-53'$ East 356.16 feet to a point of curve; thence (3) Still along the same on a curve curving to the right having a radius of 2227.88 feet and an arc distance of 51.08 feet to a point; thence (4) Crossing Oval Road South $51^{\circ}-25'-49''$ West 50.00 feet to the Southerly side line of Oval Road; thence (5) Running along the Southerly side line of Oval Road on a curve curving to the left having a radius of 2177.88 feet an arc distance of 49.93 feet to a point; thence (6) Still along the same North $39^{\circ}-53'$ West 342.83 feet to the Township line; thence (7) Running along said Township line North $35^{\circ}-11'$ East 25.87 feet to the Point and Place of BEGINNING.

Said description being in accordance with a map made by G. C. Stewart Associates, Inc. dated December 12, 1984;

2. Simultaneously with the effective date of such vacation, the Developer and the Country Club will execute a deed granting to West Orange, a 20-foot wide, perpetual easement, running with the land, solely for purposes of this Agreement over the following described premises: Range will also

Engineer's Office for this Agreement.

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BEGINNING at a point in the centerline of Oval Road where the same is intersected by the Township line of the Township of Essex Fells and West Orange:

Thence (1) Running along said Township line North $35^{\circ}-11'$ East 10.35 feet to a point; thence (2) Running parallel to the centerline of Oval Road and distant 10.00 feet Northerly therefrom, South $39^{\circ}-53'$ East 352.16 feet to a point; thence (3) Still along the same on a curve curving to the right having a radius of 2212.88 feet and an arc distance of 50.73 feet to a point; thence (4) South $51^{\circ}-25' 49''$ West 20.00 feet to a point; thence (5) Running parallel to the centerline of Oval Road and distant 10.00 feet Southerly therefrom and running on a curve, curving to the left having a radius of 2192.88 feet and an arc distance of 50.27 feet to a point; thence (6) Still along the same North $39^{\circ}-53'$ West 346.83 feet to the Township line; thence (7) Running along said Township line North $35^{\circ}-11'$ East 10.35 feet to the Point and Place of BEGINNING;

Said description being in accordance with a map made by G. C. Stewart Associates, Inc. dated December 12, 1984.

The Developer and the Country Club will grant such easement(s) as may be required by Public Service Electric & Gas Company, New Jersey Bell Telephone Company, Commonwealth Water Company, Suburban Cablevision, and all other utility companies, public or private, for the installation of utilities in the

above described premises. The parties recognize that utilities may be placed within the 20-foot wide perpetual easement, or adjacent thereto.*

3. Emergency vehicles include, but are not limited to, fire-fighting equipment of all types, police vehicles, ambulance-rescue equipment, and such other vehicles as shall be directed by the West Orange Police Department;

4. West Orange agrees that if, in the future, it deems it necessary to open the portion of Oval Road described in Paragraph 1. hereof, it will reach a mutually acceptable agreement with Essex Fells;

5. After vacation by West Orange and the execution of said deed of easement, the Developer will own the northeasterly half of the premises described in Paragraph 1 hereof subject to the terms and conditions of said easement; and the Country Club will own the southwesterly portion of said right of way subject to the terms and conditions of said easement;

6. Said deed granting the easement set forth in Paragraph 2 shall provide, in accordance with other agreements between West Orange and the Developer, that the Developer and condominium association that will succeed to the title of the Developer shall install and maintain the 20-foot road described herein;

* The parties agree to allow such slope and drainage rights as may be required for the proper construction and maintenance of the 20-foot roadway.

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7. In order to prevent use of the portion of Oval Road to be vacated before construction commences and during construction, Essex Fells will erect a breakaway barrier near the boundary line between West Orange and Essex Fells and will post a sign at the corner of Holton Lane and Oval road indicating a dead end at the boundary line. The Developer and/or the Country Club will erect a sign near the entrance to the development indicating no thoroughfare and dead end;

8. In addition, prior to construction and in accordance with the aforesaid Planning Board Resolution, the Developer will erect a temporary barrier on Oval Road immediately west of the premises during construction and shall instruct all construction vehicles to approach the project from Oval Road in West Orange. After construction the Developer will replace the temporary barrier with a breakaway barrier in accordance with said Resolution.

9. Essex Fells may vacate the portion of Oval Road from Holton Lane to the boundary line between the two municipalities provided, prior to such vacation, Essex Fells obtains the agreement of Essex Fells Country Club and the citizens bordering that portion of Oval Road to grant a 20-foot easement as described herein and provided further that Essex Fells agrees to maintain that 20-foot roadway in good condition over said vacated portion of Oval Road.

10. This Agreement may be recorded in accordance with Title 46.

11. Nothing contained herein shall be construed to prevent the Developer from obtaining construction permits and/or certificates of occupancy for any of the proposed dwelling units, provided that all such units comply with applicable construction codes.

11. This Agreement may be freely transferred or assigned to successors in interest of the parties hereto and shall be binding on any such successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto
set their hands and seals this day of ,
1986.

WILLIAMSON, Ed 4231

TOWNSHIP OF WEST ORANGE

Attest:

Township Clerk _____ By: _____ Mayor _____

Township Clerk

TOWNSHIP OF ESSEX FELS

Attest:

part of Oval Road.

Robert W. Williams
Township Clerk

Township Clerk

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Attest:

WEST ESSEX DEVELOPERS, INC.

Secretary

By:

President

Attest:

ESSEX FIELDS COUNTRY CLUB

Secretary

X By:

President

STATE OF NEW JERSEY:
SS:
COUNTY OF ESSEX :

I CERTIFY that on March 26, 1986, ROBERT M. DI TOMMASO personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Clerk of the Township of Essex Fells, the municipal corporation named in the attached document;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is Donald M. McWilliams, the Mayor of the corporation;

(c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Township Council;

(d) this person knows the proper seal of the corporation which was affixed to this document; and

(e) this person signed this proof to attest to the truth of these facts.

Sworn to and subscribed
before me this 27th day of
March, 1987.

Margaret Piretra

MARGARET PIRETRA
Notary Public of New Jersey
My Commission Expires August 24, 1989

Robert M. Di Tommaso
Clerk

PK5012Pg 598

BK 501-2PG 594

STATE OF NEW JERSEY:

SS:

COUNTY OF UNION

I CERTIFY that on April 20, 1987, SAM M. GERSHWIN, personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Secretary of West Essex Developers, Inc. the corporation named in the attached document;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is LEONARD A. WILF, the President of the corporation;

(c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;

(d) this person knows the proper seal of the corporation which was affixed to this document; and

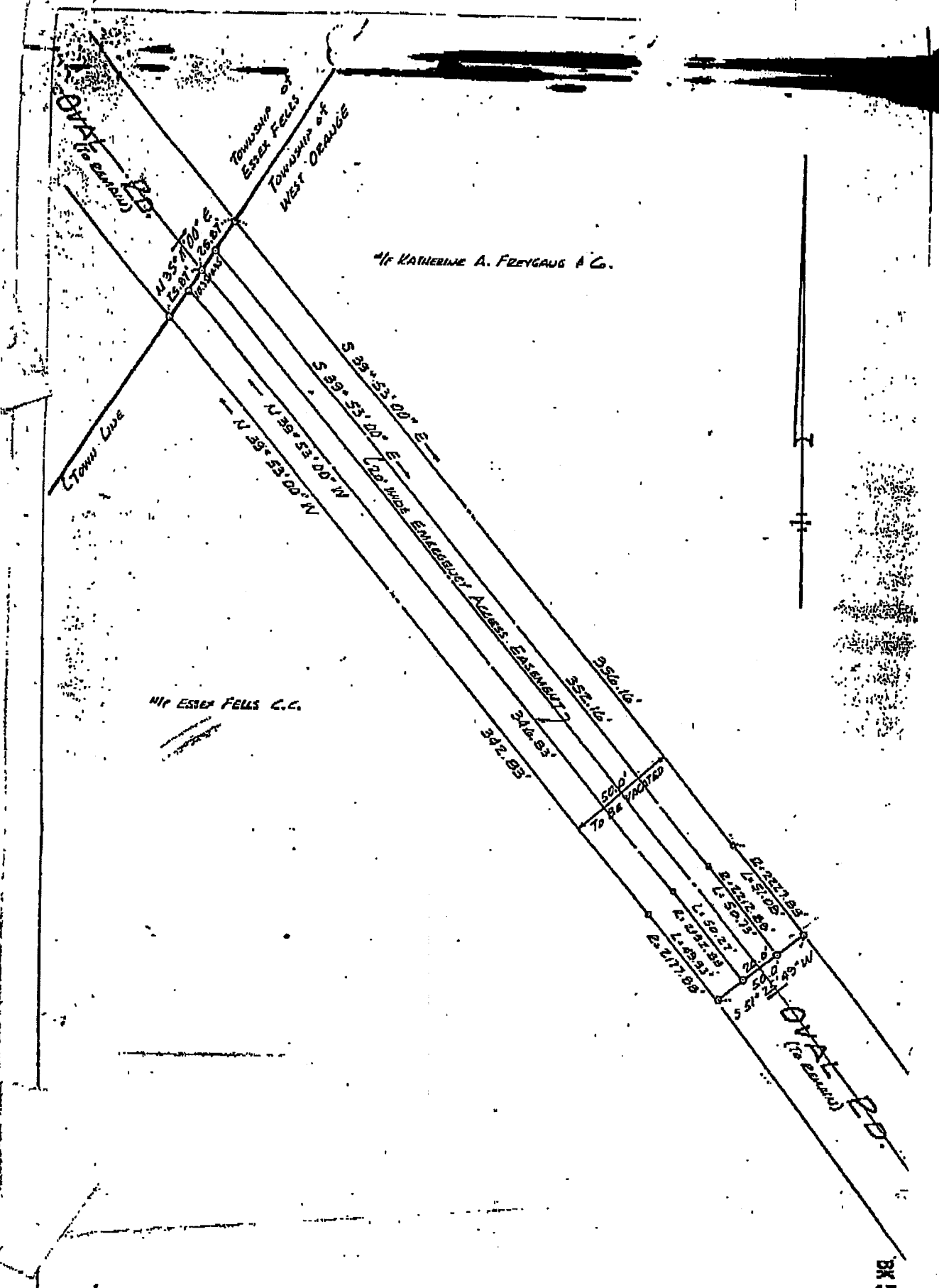
(e) this person signed this proof to attest to the truth of these facts.

Sam M. Gershwin
SAM M. GERSHWIN, Secretary

Sworn to and subscribed
before me this 20th day of
April, 1987.

Patricia March

PATRICIA MARCH
A Notary Public of New Jersey
My Commission Expires April 4, 1989



BK 5012 Pg 5916



MAP SHOWING
PROPOSED VACATION OF OVAL ROAD
TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX, NEW JERSEY

Engineers • Surveyors • Planners
44 Roseland Avenue, Roseland, N. J. 07068
Telephone (201) 226 0141

JAMES T. STEWART, Professional Engineer & Land Surveyor
CHARLES R. STEWART, Land Surveyor

N. J. Lic. No. 11166
N. J. Lic. No. 11165

Field Book _____ Scale: 1" = 50'

James T. Stewart

Date DEC. 12, 1984

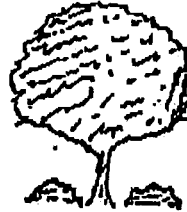
BK 5012 PG 596

frank j. chadwick

8 wexford drive, mendham, new jersey 07945

201/543-6928

Dec. 13, 1984



Landscape proposal for Oval Road, West Orange, N.J.

The objective of this plan is to enhance the privacy of the properties of Allied Corp. and Essex Fells Country Club from the impending expansion of Oval Road that separates the two properties.

A study of the land bordering Oval Road and the eventual use of this road as a major access leading to the planned residential community indicates a need for living plants to serve to abate noise and air pollution from traffic; bright, artificial lighting of Oval Road; headlight glare; and encroachment by foot.

The wise selection of trees and shrubs that will perform well in the environment of both properties is important in maintaining their privacy and beauty.

Although it will be necessary for the builder to remove trees and underbrush to widen Oval Road, This disruption will afford the opportunity to improve the area for screening by well chosen and judicious placement of trees and shrubs.

The growth presently bordering Oval Road only partially screens the properties six to seven months of the year. The balance of the year finds them open to full view and noise.

creative landscape designs - residential & commercial
properties - golf courses - townhouses - condominiums

(2)

Considerable improvement to both properties will result from the plan and serve to screen twelve months of the year.

Evergreens along the road planted in offset design rather than in a straight hedgerow is recommended. It will be in keeping with the beautiful and established plants - particularly those on the Allied property.

The density of the evergreen tress and shrubs, coupled with the deciduous trees on both properties will result in a silhouette in vertical elevation that will accommodate all the landscape functions necessary to screen out noise and unsightly views. Air purity will benefit greatly. Textures of plants range from fine to course. The balance will exist from side to side and from foreground to background view.

* * * * *

Canadian Hemlock (*Tsuga canadensis*) will be used as the first line of evergreens along the road. Lower branches of this tree spread widely and sweep the ground thus providing a good screen from the ground upward. It grows well in filtered shade under taller established trees. Canadian Hemlock should be given plenty of room to mature and spread - another reason for suggesting the plants be arranged in a staggered fashion.

Norway Spruce (*Picea excelsa*) is a rapid growing pine with dark green needles. It will serve as a dense filler in a secondary planting. Branching of Norway Spruce is tight and full and it can be used in either wet or dry soil.

The foreground area, which is the perimeter of the Allied Corp. main entrance road should be planted with low growing evergreen shrubs.

BK5012PG 597

BK 5012 PG 598

(3)

Rhododendrons

Maximum roseum - Grows 8'-10' tall. Does best in filtered shade. Pink flowers appear in May-June. Many of this variety are presently on the Allied property.

Catawbiense album - Reaches 8' in height at maturity. Bluish white blossoms appear in May. One of our finest native rhododendrons. A very hardy plant.

Carolinianum - Has masses of rose pink blossoms in May on a plant that grows to 5'. This is one of smaller leaf rhododendron - very dainty.

Azaleas

Calendulacea - Known as Flame azalea. It is one of the most beautiful of our native shrubs. It thrives in light woodland shade and attains a height of 7'-8'.

Exbury - A fine, new deciduous azalea that can be had in red, pink and white blossoms. Grows to a height of 6' and about the same width. It has an enormous cluster of fragrant flowers in May.

Obtusum Hino-Crimson - The best of the red azaleas. Grows to 3'-4'. A fine companion to rhododendrons.

Mountain Laurel - Kalmia latifolia. A beautiful native shrub with pink to white flowers in May. Establishes well in woodland settings with rhododendrons and azaleas.

* * * * *

Although not essential to the screening of view, it would be well to complete this planting with a sprinkling of three each of Downy Shadblow, American Redbud and White Flowering Dogwood behind the shrubs and fronting the evergreen trees.

Downy Shadblow - Amelanchier canadensis - attains a

height of 25'-30'. A good forest tree with tiny, snow white flowers in spring and amber autumn color.

American Redbud - *Cersis canadensis* - A thing of beauty in early spring with long lasting blossoms of tight, deep pink blossoms that sprout from the bark before the leaves appear. Reaches 25'-30' in height.

White Flowering Dogwood - *Cornus florida* - Our native dogwood that does well in partial shade. It will thrive in this woodland setting reaching a height of 25'-30'.

* * * * *

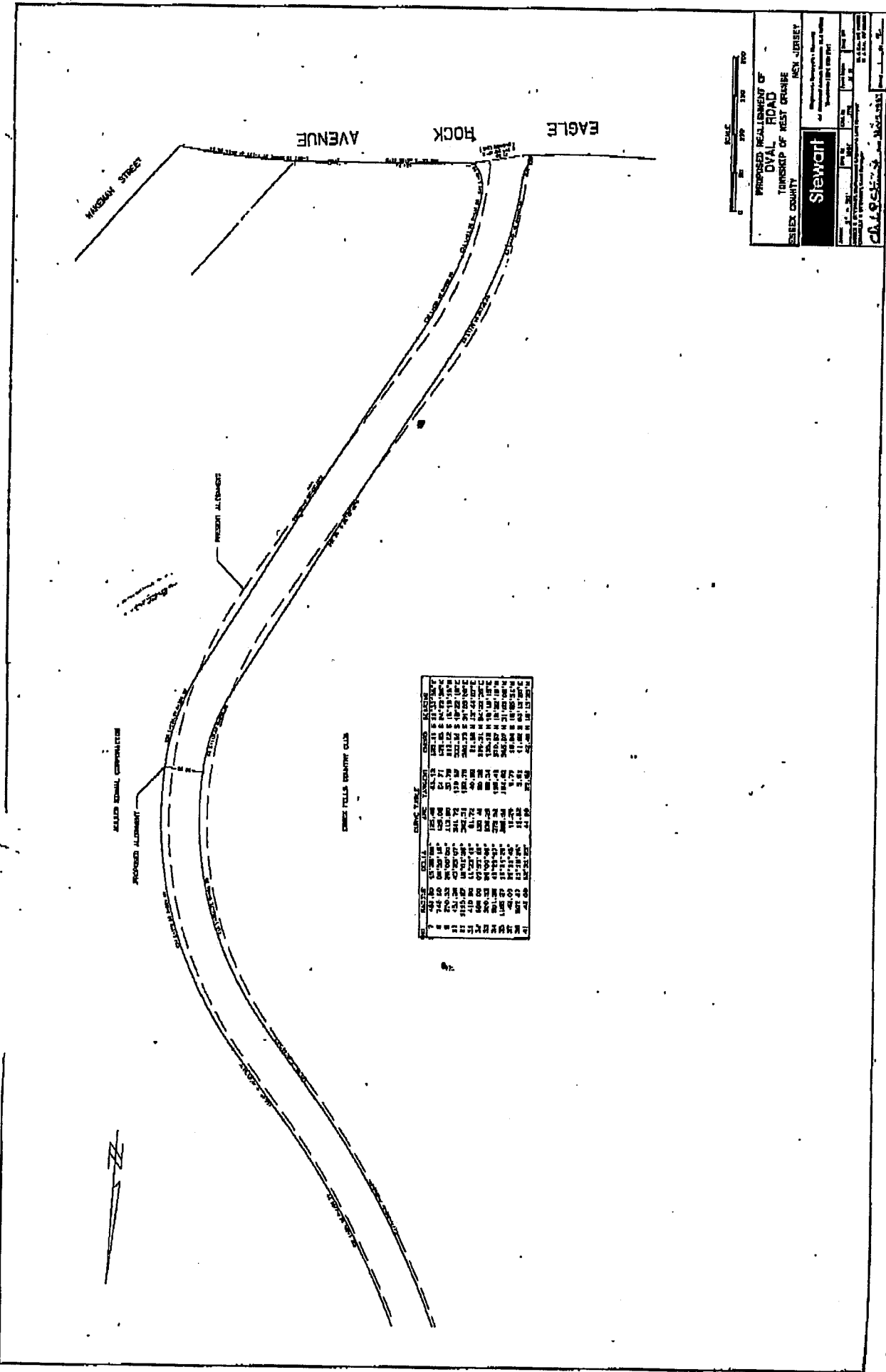
The selection of trees and shrubs is limited in order to avoid a horticultural zoo. All blend well in the setting of both properties. They are hardy to the West Orange, Essex Fells growing zone. Once planted the areas will be maintenance free.

All of the particular species of the trees and shrubs recommended for this planting are available from New Jersey grown stock.

F.J.C.

BK5012Pg 529

BK5012PG 600



STATION	1+00	1+20	1+40	1+60	1+80	2+00	2+20	2+40	2+60	2+80	3+00	3+20	3+40	3+60	3+80	4+00	4+20	4+40	4+60	4+80	5+00	5+20	5+40	5+60	5+80	6+00	6+20	6+40	6+60	6+80	7+00	7+20	7+40	7+60	7+80	8+00	8+20	8+40	8+60	8+80	9+00	9+20	9+40	9+60	9+80	10+00					
ELEVATION	115.00	114.50	114.00	113.50	113.00	112.50	112.00	111.50	111.00	110.50	110.00	109.50	109.00	108.50	108.00	107.50	107.00	106.50	106.00	105.50	105.00	104.50	104.00	103.50	103.00	102.50	102.00	101.50	101.00	100.50	100.00	99.50	99.00	98.50	98.00	97.50	97.00	96.50	96.00	95.50	95.00	94.50	94.00	93.50	93.00	92.50	92.00	91.50	91.00	90.50	90.00

PROPOSED REALIGNMENT OF
DVAL ROAD
TOWNSHIP OF WEST CRUISE
SARASOTA COUNTY
FLORIDA

Stewart

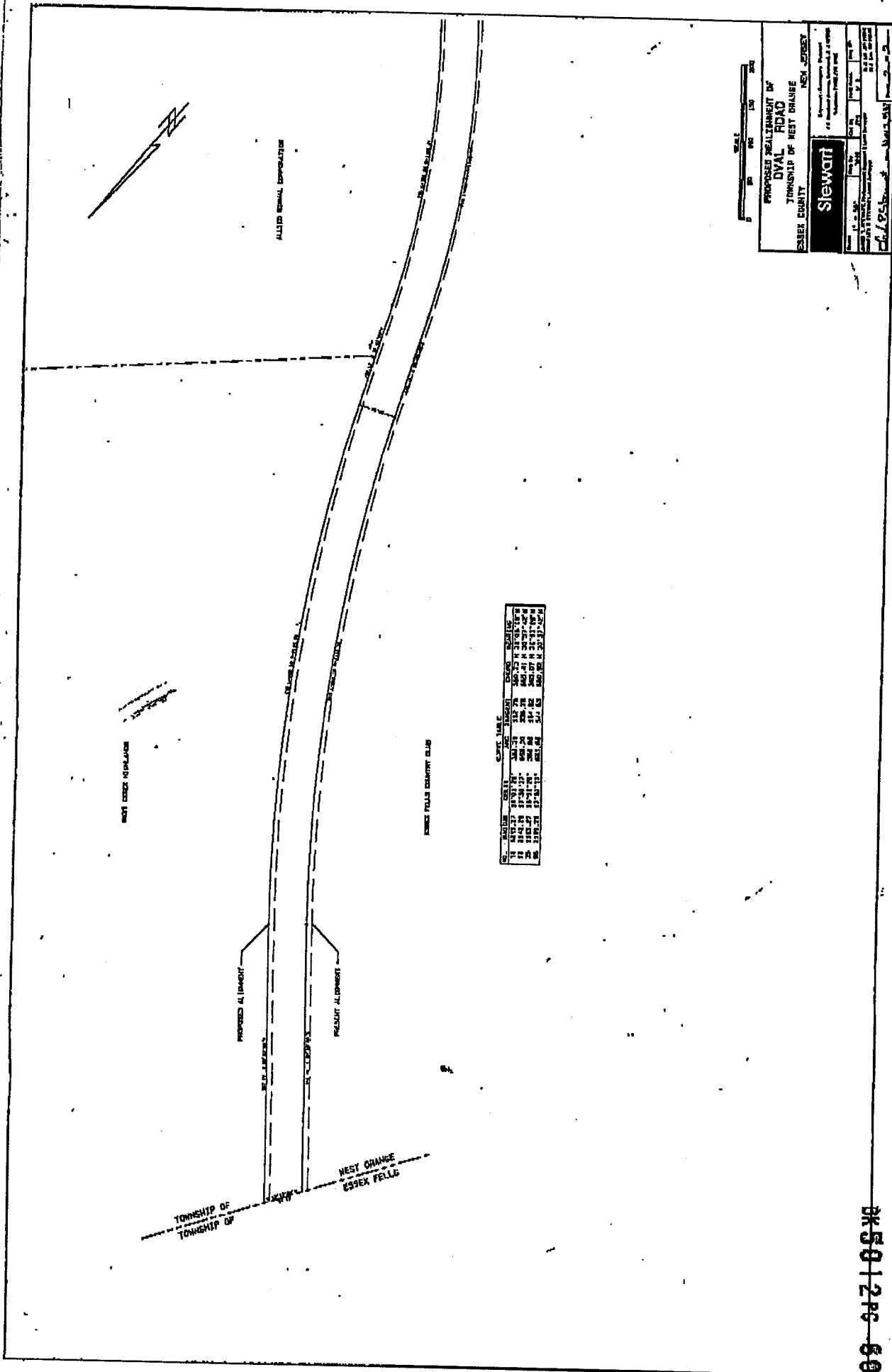
CHAS. J. STEWART, INC.

DATE: 10/1/80

BY: [Signature]

CHECKED: [Signature]

APPROVED: [Signature]



STATION	CHORD BEARING	CHORD DISTANCE	CHORD AREA	CHORD PERIMETER
1+00	N 10° 00' 00" E	100.00	0.00	100.00
1+10	N 10° 00' 00" E	100.00	0.00	100.00
1+20	N 10° 00' 00" E	100.00	0.00	100.00
1+30	N 10° 00' 00" E	100.00	0.00	100.00
1+40	N 10° 00' 00" E	100.00	0.00	100.00
1+50	N 10° 00' 00" E	100.00	0.00	100.00
1+60	N 10° 00' 00" E	100.00	0.00	100.00
1+70	N 10° 00' 00" E	100.00	0.00	100.00
1+80	N 10° 00' 00" E	100.00	0.00	100.00
1+90	N 10° 00' 00" E	100.00	0.00	100.00
2+00	N 10° 00' 00" E	100.00	0.00	100.00

BK 5012 PG 601

BK5012PG 802



Township Of West Orange

25 LAKESIDE AVENUE, WEST ORANGE, N.J. 07052

DEPARTMENT OF PUBLIC WORKS

SAMUEL A. SPINA
MAYOR

John T. McCann, P.E., L.S.
Director, Township Engineer

Tel: (201) 325-4160

November 6, 1987

Joseph G. Dooley, Jr.
Municipal Attorney
474 Prospect Avenue
West Orange, N.J. 07052

RE: WEST ESSEX HIGHLANDS,
OVAL ROAD

Dear Joe:

The improvement plans for Oval Road prepared by James T. Stewart, P.E. & L.S. of G. C. Stewart Associates of Roseland with a revision date of October 26, 1987 are approved. Since it appears this roadway design was based on the new alignment of Oval Road as developed from the plan entitled Proposed Realignment of Oval Road prepared by Charles P. Stewart, L.S. dated November 2, 1987, the alignment plan is also acceptable.

Very truly yours,

Leonard R. Lepore
Leonard R. Lepore
Assistant Municipal Engineer

LRL/bl

cc: Sam Gershwin
Bruce Shoulson
Robert Vostel

LAW OFFICES

SCHWARTZ, TOBIA & STANZIALE
A PROFESSIONAL ASSOCIATION

KIP'S CASTLE
22 CRESTMONT ROAD

MONTCLAIR, NEW JERSEY 07042

(201) 746-8000
(212) 826-1810
TELEX
138-248
FAX
(201) 746-8280

MEMBER OF NY BAR
MEMBER OF FLA. BAR
MEMBER OF D.C. BAR
MEMBER OF CAL. BAR
MEMBER OF GOLD. BAR

TREDORE A. SCHWARTZ
CHARLES A. STANZIALE JR.
RONALD L. TOBIA
KENT A. WEISERT
WARREN D. KASIDAN
BEN H. BECKER
JOSEPH S. OBERWAGER
STEVEN R. WEINSTEIN
GARY S. ROSENSWEIG
DANON R. SEDITA
RAYMOND T. LYONS, JR.
JOSEPH M. CAMPBELL
FRANK R. CAMPBELL
ELIZABETH A. JOYCE
STEVEN T. SINGER
DONALD J. GRECCA
ROBERT E. MORAFFY
OF COUNSEL
HAROLD LEIB

April 22, 1987

David S. Bate, Esq.
Booth, Bate and Grieco
31 Park Street
Montclair, New Jersey 07042

RE: OVAL ROAD AGREEMENT BETWEEN ESSEX FIELDS,
WEST ORANGE, AND WEST ESSEX DEVELOPERS, INC.

Dear Mr. Bate:

I am enclosing herewith four original copies of the Oval Road Agreement between Essex Fields, West Orange, and West Essex Developers, Inc. The Agreements have been executed on behalf of our client as you requested. I would ask that you now forward them to Joseph Dooley, West Orange Township Attorney, for execution by West Orange.

Please provide me with copies of all ordinances and/or resolutions which are adopted by the Township of West Orange. I would also ask you to prepare the required deed of easement referenced in the body of the Agreement. Our agreement, of course, is conditioned upon the simultaneous creation of a new twenty-foot wide easement replacing the to be vacated portion of Oval Road.

Thank you for your cooperation.

Very truly yours,

SCHWARTZ, TOBIA & STANZIALE

By: GARY S. ROSENSWEIG

GSR:s
Enclosures
cc: (w/encls.) Sam Gershwin

BKES91215 688

BK5012PG 604

ESSEX FELLS



COUNTRY CLUB

April 8, 1987

Township of West Orange
Township of Essex Fells
West Essex Developers

Gentlemen:

With regard to the enclosed agreement dated _____ vacating a portion of Oval Road in West Orange (commonly known by all parties as the "Emergency Section") as described, please be advised that our understanding and signing of this Agreement is conditional on the total alignment of Oval Road in West Orange as described and outlined in the Tri-partite agreement dated December 5, 1986 between Essex Fells Country Club, Allied Corp. and West Essex Developers, which contains Schedule A as drawn by George C. Stewart, Engineers. *mmc*

Very truly yours,

Robert T. Vostal
President

RTV:jm
Encl.

cc: D. O'Connor
Jim Stewart

219 Devon Road, Essex Fells, N.J. 07021

NO. 4779-17 405

A G R E E M E N T

This Agreement dated the day of
1986, between the Township of West Orange ("West Orange"), the
Township of Essex Fells ("Essex Fells"), both municipal
corporations in the County of Essex, New Jersey, Essex Fells
Country Club, a nonprofit corporation of the State of New
Jersey ("Country Club"), West Essex Developers, Inc. ("the
Developer"), a corporation of the State of New Jersey.

W I T N E S S E T H:

WHEREAS, on November 7, 1984, the Planning Board of
West Orange gave final approval to West Essex Developers, Inc.
for property located on Oval Road in West Orange, also known as
Block No. 178, Lot Nos. 3, 5, 7, and 9 and Block No. 179, Lot
No. 32 on the Tax Map of West Orange subject to the following
conditions among others:

...2. A breakaway fence be placed across Oval
Road immediately to the west of the westerly
entrance of the premises.

...8. A temporary barrier is to be installed
on Oval Road immediately west of the premises
during construction, and all construction
vehicles are to approach the project from Oval
Road in West Orange and not in Essex Fells.

...9. In accordance with a letter dated
October 26, 1984, from Acting Mayor Beard of
Essex Fells to West Orange Mayor Samuel Spina,
as attached, (a) the portion of Oval Road west
of the breakaway fence be vacated; (b) a
permanent easement be recorded for the use of
the vacated road by emergency vehicles only;
and (c) a 20-foot wide passable roadway in the
bed of the vacated road be maintained by the
condominium association; and

BK5012PG 605

BK 5012 PG 605

WHEREAS, prior to vacating said portion of Oval Road, West Orange and the Developer want to memorialize the understanding between each other and with the Country Club and Essex Fells concerning the emergency right of way and the other matters set forth in this agreement; and

WHEREAS, the parties to this Agreement have met and determined that on the portion of Oval Road to be vacated, beside the fences and barrier mentioned in the aforesaid Resolution, Essex Fells should erect a breakaway barrier in Oval Road adjacent to the boundary line between Essex Fells and West Orange and that signs should be erected at the corner of Holton Lane and Oval Road indicating a dead end at said boundary line, and Essex Fells desires to install such fence and sign; and

WHEREAS, before vacation of the portion of Oval Road referred to in said Resolution, the parties hereto wish to enter into an Agreement as to the title, rights, and duties of the respective parties in and to that portion of Oval Road after vacation and maintenance of the 20-foot easement for emergency vehicles;

NOW, THEREFORE, in consideration of the covenants hereinafter made and of \$1.00 each to the other in hand paid, the parties hereto agree as follows:

1. West Orange will pass an ordinance vacating the following described portion of Oval Road in the Township of West Orange, Essex County, New Jersey. West Orange will also obtain the consent of their Department of Public Works and Engineer's Office for this Agreement.

BEGINNING at a point in the centerline of Oval Road where the same is intersected by the Township line of the Townships of Essex Fells and West Orange:

Thence (1) Running along said Township line North $35^{\circ}-11'$ East 25.87 feet to the Northerly side line of said roadway; thence (2) Running along the Northerly side line of Oval Road South $39^{\circ}-53'$ East 356.16 feet to a point of curve; thence (3) Still along the same on a curve curving to the right having a radius of 2227.88 feet and an arc distance of 51.08 feet to a point; thence (4) Crossing Oval Road South $51^{\circ}-25'-49''$ West 50.00 feet to the Southerly side line of Oval Road; thence (5) Running along the Southerly side line of Oval Road on a curve curving to the left having a radius of 2177.88 feet an arc distance of 49.93 feet to a point; thence (6) Still along the same North $39^{\circ}-53'$ West 342.83 feet to the Township line; thence (7) Running along said Township line North $35^{\circ}-11'$ East 25.87 feet to the Point and Place of BEGINNING.

Said description being in accordance with a map made by G. C. Stewart Associates, Inc. dated December 12, 1984;

2. Simultaneously with the effective date of such vacation, the Developer and the Country Club will execute a deed granting to West Orange, a 20-foot wide, perpetual easement, running with the land, solely for purposes of this Agreement over the following described premises:

BK5012PG 608

BEGINNING at a point in the centerline of Oval Road where the same is intersected by the Township line of the Township of Essex Falls and West Orange:

Thence (1) Running along said Township line North $35^{\circ}-11'$ East 10.35 feet to a point; thence (2) Running parallel to the centerline of Oval Road and distant 10.00 feet Northerly therefrom, South $39^{\circ}-53'$ East 352.16 feet to a point; thence (3) Still along the same on a curve curving to the right having a radius of 2212.88 feet and an arc distance of 50.73 feet to a point; thence (4) South $51^{\circ}-25'$ $49''$ West 20.00 feet to a point; thence (5) Running parallel to the centerline of Oval Road and distant 10.00 feet Southerly therefrom and running on a curve, curving to the left having a radius of 2192.88 feet and an arc distance of 50.27 feet to a point; thence (6) Still along the same North $39^{\circ}-53'$ West 346.83 feet to the Township line; thence (7) Running along said Township line North $35^{\circ}-11'$ East 10.35 feet to the Point and Place of BEGINNING;

Said description being in accordance with a map made by G. C. Stewart Associates, Inc. dated December 12, 1984.

The Developer and the Country Club will grant such easement(s) as may be required by Public Service Electric & Gas Company, New Jersey Bell Telephone Company, Commonwealth Water Company, Suburban Cablevision, and all other utility companies, public or private, for the installation of utilities in the

above described premises. The parties recognize that utilities may be placed within the 20-foot wide perpetual easement, or adjacent thereto.*

3. Emergency vehicles include, but are not limited to, fire-fighting equipment of all types, police vehicles, ambulance rescue equipment, and such other vehicles as shall be directed by the West Orange Police Department;

4. West Orange agrees that if, in the future, it deems it necessary to open the portion of Oval Road described in Paragraph 1 hereof, it will reach a mutually acceptable agreement with Essex Fells;

5. After vacation by West Orange and the execution of said deed of easement, the Developer will own the northeasterly half of the premises described in Paragraph 1 hereof subject to the terms and conditions of said easement; and the Country Club will own the southwesterly portion of said right of way subject to the terms and conditions of said easement;

6. Said deed granting the easement set forth in Paragraph 2 shall provide, in accordance with other agreements between West Orange and the Developer, that the Developer and condominium association that will succeed to the title of the Developer shall install and maintain the 20-foot road described herein;

* The parties agree to allow such slope and drainage rights as may be required for the proper construction and maintenance of the 20-foot roadway.

BK5012Pg 609

BK5012PG 610

7. In order to prevent use of the portion of Oval Road to be vacated before construction commences and during construction, Essex Fells will erect a breakaway barrier near the boundary line between West Orange and Essex Fells and will post a sign at the corner of Holton Lane and Oval road indicating a dead-end at the boundary line. The Developer and/or the Country Club will erect a sign near the entrance to the development indicating no thoroughfare and dead end;

8. In addition, prior to construction and in accordance with the aforesaid Planning Board Resolution, the Developer will erect a temporary barrier on Oval Road immediately west of the premises during construction and shall instruct all construction vehicles to approach the project from Oval Road in West Orange. After construction the Developer will replace the temporary barrier with a breakaway barrier in accordance with said Resolution.

9. Essex Fells may vacate the portion of Oval Road from Holton Lane to the boundary line between the two municipalities provided; prior to such vacation, Essex Fells obtains the agreement of Essex Fells Country Club and the citizens bordering that portion of Oval Road to grant a 20-foot easement as described herein and provided further that Essex Fells agrees to maintain that 20-foot roadway in good condition over said vacated portion of Oval Road.

10. This Agreement may be recorded in accordance with Title 46.

11. Nothing contained herein shall be construed to prevent the Developer from obtaining construction permits and/or certificates of occupancy for any of the proposed dwelling units, provided that all such units comply with applicable construction codes.

12. This Agreement may be freely transferred or assigned to successors in interest of the parties hereto and shall be binding on any such successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 1986 day of

will replace
according to

Attest:

Township Clerk

TOWNSHIP OF WEST ORANGE

By: Mayor

Attest:

Robert W. Thomas
Township Clerk

TOWNSHIP OF ESSEX FELLS

By: *Donald M. McLean*
Mayor

BK5012PG 611

BK5012PG 612

WEST ESSEX DEVELOPERS, INC.

By:

Leonard G. Wilf
President

ESSEX FELS COUNTRY CLUB

X By:

Robert T. Jortel
President

Attest:

Secretary

R. P. Disch

STATE OF NEW JERSEY:
SS:
COUNTY OF ESSEX :

I CERTIFY that on March 26, 1986, ROBERT M. DI TOMMASO personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Clerk of the Township of Essex Falls, the municipal corporation named in the attached document;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is Donald M. McWilliams, the Mayor of the corporation;

(c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Township ^{Council} Counsel;

(d) this person knows the proper seal of the corporation which was affixed to this document; and

(e) this person signed this proof to attest to the truth of these facts.

Sworn to and subscribed
before me this 27th day of
March, 1987.

Margaret Piretra

MARGARET PIRETRA
Notary Public of New Jersey
My Commission Expires August 24, 1989

Robert M. Di Tommaso
Clerk

BK5012PS 613

BK5012PG 614

STATE OF NEW JERSEY:

SS:

COUNTY OF UNION

I CERTIFY that on April 20, 1987, SAM M. GERSHWIN, personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Secretary of West Essex Developers, Inc. the corporation named in the attached document;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is LEONARD A. WILF, the President of the corporation;

(c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;

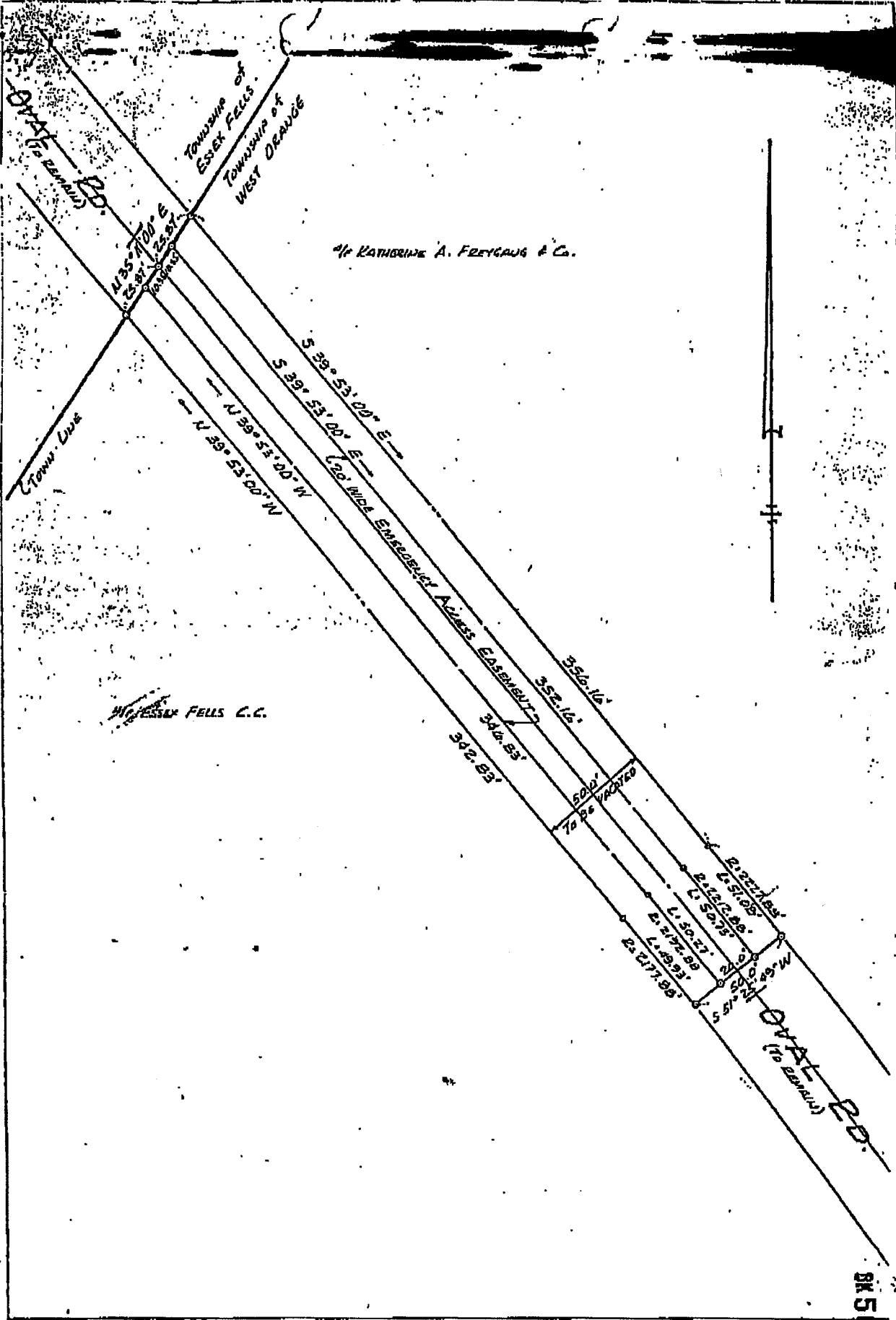
(d) this person knows the proper seal of the corporation which was affixed to this document; and

(e) this person signed this proof to attest to the truth of these facts.

Sam M. Gershwin
SAM M. GERSHWIN, Secretary

Sworn to and subscribed
before me this 20th day of
April, 1987.

Patricia March
PATRICIA MARCH
A Notary Public of New Jersey
My Commission Expires April 4, 1988



SK 5012 Pg 6



MAP SHOWING
PROPOSED VACATION OF OVAL ROAD
TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX, NEW JERSEY

Engineers - Surveyors - Planners
44 Roseland Avenue, Roseland, N. J. 07068
Telephone (201) 226 0141

JAMES T. STEWART, Professional Engineer & Land Surveyor N. J. Lic. N° 1136
CHARLES R. STEWART, Land Surveyor N. J. Lic. N° 635

Field Book
Scale: 1" = 50'

James T. Stewart

Date DEC. 12, 1984

BK 5012PG 616.

STATE OF NEW JERSEY)
) SS:
 COUNTY OF MORRIS)

BE IT REMEMBERED that on this 19th day of January, 1988, before me the subscriber

personally appeared Albert F. Ritardi who I am satisfied is the person who signed the within instrument as Staff Vice President, Administrative Services of Allied-Signal Inc. and he thereupon acknowledges that the said instrument made by the corporation and sealed with its corporate seal, was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors of said corporation.

Carolyn C. Comerford

CAROLYN C. COMERFORD
 A Notary Public of New Jersey
 My Commission Expires Nov. 29, 1989



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

BE IT REMEMBERED, that on this 7th day of January, 1988, before me the subscriber, A Notary Public of New Jersey,

personally appeared G. Walter Connell who I am satisfied is the person who signed the within instrument as Secretary of Essex Fells Country Club the corporation named therein and he thereupon acknowledged that the said instrument made by the corporation and sealed with its corporate seal, was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors of said corporation.

Joyce M. Devaney

JOYCE M. DEVANEY
 A Notary Public of New Jersey
 My Commission Expires Sept. 9, 1991



STATE OF NEW JERSEY)
SS:
COUNTY OF UNION)

BE IT REMEMBERED, that on this 7th day of January, 1988, before me the subscriber a Notary Public of the State of New Jersey personally appeared Sam M. Gershwin who I am satisfied is the person who signed the within instrument as Vice-President of West Essex Highlands, Inc. the corporation named therein and he thereupon acknowledged that the said instrument made by the corporation was sealed with its corporate seal, was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors of said corporation.

Patricia March
PATRICIA MARCH
A Notary Public of New Jersey
My Commission Expires April 4, 1989

