

**Trader Joe's East, Inc.
457 Mt. Pleasant Avenue
West Orange, New Jersey
Block 157, Lot 5**

**Existing and Proposed Easements or Land Reserved for or Dedicated to
Public Use**

Item #21 – Site Plan Checklist
August 14, 2025

The following are the existing easements or land reserved for or dedicated to public use for Block 157, Lot 5, of which the Applicant is aware:

- **Exhibit A:** Easement to The New York and New Jersey Telephone Company in Deed Book P-40 page 524.
- **Exhibit B:** Easements and Rights-of Ways to the Town of West Orange in Deed Book A-80 page 252, LP Book 4 page 547, Deed Book 3526 page 284, and Deed Book 3632 page 489.
- **Exhibit C:** Right of Way Grant to New Jersey Bell Telephone Company in Deed Book 5120 page 286.
- **Exhibit D:** Deed of Easement to the State of New Jersey, Department of Transportation in Deed Book 5572 page 445.

No new easements or land reserved for or dedicated to public use are proposed.

EXHIBIT A

David T. Edwards

Form B 2.

base 723.

Orange N. J. 7/9 1906.

The N. Y. & N. J. Telephone Co.

In consideration of the sum of One Dollar

P40-504

28/12/06

cash in hand, paid to me by The New York and New Jersey Telephone Company, the receipt whereof is hereby acknowledged, I hereby grant to the said company, its successors and assigns, the right to erect, maintain and renew its guy steel & anchor wires and fixtures in front of and abutting my property on road between West Orange & Livingston. To guy pole N. O. # 316 in the Township of West Orange, County of Essex, State of New Jersey.

G. Edw. Tatham
Agt.

David T. Edwards (L.S.)
24 Centre St., Orange N. J.

DAVID T. EDWARDS

State of New Jersey } Be it remembered, that on this 23rd day of July
County of Essex } Nineteen hundred and six before me the subscriber

a Master in Chancery of New Jersey personally came, G. Edw. Tatham of full age, who, being by me duly sworn, on his oath saith: that he saw the within named D. T. Edwards sign, seal and deliver the within instrument as his voluntary act and deed, and that deponent at the time signed the same as subscribing witness.

Sworn and subscribed before me at Newark, New Jersey the day and year aforesaid
S. P. Northrup
Ab. C. C. of N. J.

G. Edw. Tatham (seal)

Received in the Office August 18. A.D. 1906 at 10.59 A.M.

Denis Kelly

Form B 2.

base 1145.

Newark, N. J. Nov. 11, 1905

The N. Y. & N. J. Telephone Co.

In consideration of the sum of One Dollar

cash in hand paid to me by The New York and New Jersey Telephone Company, the receipt whereof is hereby acknowledged, I hereby grant to the said company, its successors and assigns, the right to erect, maintain and renew its poles, wires and fixtures in front of and abutting my property # 309 Warren Street, Newark, N. J. Pole to be placed at the West line of property in the City of Newark County of Essex, State of New Jersey.

Witness
E. M. Samuelson
Correct, S. D. Crane
Engineer

Denis Kelly (L.S.)
DENNIS KELLY O.O.
Approved

H. G. Line
Supt. N. J. Div.

State of New Jersey } Be it remembered, that on this Seventeenth day of
County of Essex } August, Nineteen hundred and six, before me, the subscriber, a Master in Chancery of New Jersey personally came Edward J. Walker of full age, who being by me duly sworn, on his oath saith that he is well acquainted with the handwriting of E. M. Samuelson, the individual who witnessed the execution of grant to which this proof is attached: that the signature of E. M. Samuelson on said res. is.

EXHIBIT B

within Indenture, and to whom I first made known the contents thereof, and thereupon acknowledged that she signed, sealed and delivered the same as her voluntary act for the uses and purposes therein expressed.

Max Berk
Notary Public of New Jersey.



Received in the Office August 7th, A.D. 1929 at 2:27 P.M.

100-252 8/7/29

58 66
EUGENE J. LEHMANN, ET UX.
TO
THE TOWN OF WEST ORANGE.

MEMORANDUM OF AGREEMENT Made this 2nd
of July, 1929, BETWEEN Eugene J. Lehmann
Caroline Lehmann his wife, of the Town
West Orange, in the County of Essex

of New Jersey, parties of the first part, and The Town of West Orange, a municipal
ation of New Jersey, party of the second part, WHEREAS, the parties of the first
the owners in fee of lands situate, lying and being in the Town of West Orange, in
County of Essex and State of New Jersey, described as follows:

BEGINNING in the easterly line of Pleasant Valley Way in the northerly
lands of Bartholomew Pasetti; running thence (1) along the said line of Pleasant
Way, north thirty-four degrees thirty-six minutes east one hundred and fifty-three
more or less, to lands now or formerly of Margaret Flynn; thence (2) along the line
lands of the said Margaret Flynn, south eighty-nine degrees fifty minutes east one
and forty feet, more or less, to the rear of lands belonging to the said Eugene J.
thence (3) along the rear line of said lands, south thirty-three degrees five minutes
one hundred and fifty-three feet and two hundredths of a foot, more or less, to
of the said Bartholomew Pasetti; thence (4) along the line of said Pasetti's land
eighty-nine degrees fifty minutes west one hundred and fifty feet, more or less,
point and place of BEGINNING. and

WHEREAS, the party of the second part has entered into contracts for the
struction of a system of sewers in the Fourth Ward of said Town of West Orange, and
connection with said system of sewers, said party of the second part desires to
and maintain sewer mains in the lands of the parties of the first part in and thro
tain right-of-way which the said parties of the first part have agreed to grant to
party of the second part, and

WHEREAS, the said parties of the first part have agreed, during the per
construction of the said sewer system, to grant to the party of the second part,
tion to the said right-of-way, access over the lands of the said parties of the fi
over a strip of land twenty-five feet in width on the easterly side of said right-
and the full width of said lands on the westerly side of said right-of-way;

NOW THEREFORE, in consideration of the sum of One Dollar and other value
sideration to the parties of the first part in hand paid by the party of the secon
the receipt whereof is hereby acknowledged, the said parties of the first part ha
granted, and conveyed unto the said party of the second part, its successors and
and do hereby give, grant and convey unto the said party of the second part, its
and assigns, an easement and the right to build, construct and maintain therein,
sewer mains over a strip of land fifteen feet in width, which said easement is sho
map hereunto annexed.

And in addition to the said right-of-way, the said parties of the first
hereby grant unto the said party of the second part, permission for the purposes
gress and egress, to enter upon the said lands over a strip of land twenty-five f
width on the easterly side of said right-of-way and the full width of said lands
westerly side of said right-of-way, which said permission, however, is to cease an
ate on the completion of the said sewer system, and at the completion of the said
party of the second part agrees to restore the surface of the land to its original

And the said parties of the first part do further covenant and agree th
are the owners in fee of the lands affected by the said easement and do further
and agree to procure and deliver to the party of the second part coincident herew
er release from any mortgagee holding a mortgage on said lands to the extent of sa
ment.

And the said parties of the first part, for themselves, their heirs, ex
and assigns, do hereby reserve the right to use the land covered by said easement
erect buildings thereon; it being understood, however, that any buildings erected
land are to be erected in such a way as not to interfere with the maintenance and
of said sewer.

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

Signed, sealed and delivered
in the presence of
Joseph F. Cerdon

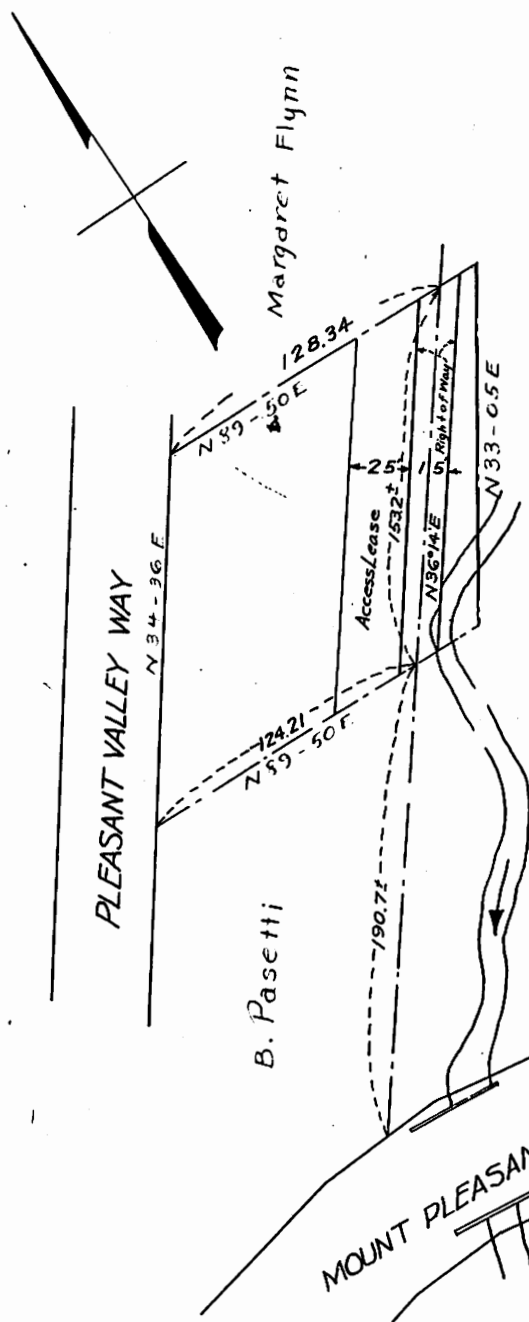
Caroline Lehmann
Eugene J. Lehmann

Se
Se

STATE OF NEW JERSEY, SS.
COUNTY OF ESSEX

BE IT REMEMBERED, That on this 29th
July, in the year of our Lord One Th

Joseph F.Gerdon, A Notary Public of New Jersey.



TOWN OF WEST ORANGE
PRIVATE RIGHT OF WAY
THRU PROPERTY OF

J. LEHMAN
SCALE: 1"=50'

ALEXANDER POTTER
CONSULTING ENGINEER
15/50
29.

50 CHURCH ST
NEW YORK CITY

15/56-2

CONTRACT		DRAWING NO.		DATE	
DRAWN BY		J. L. L.		3-21-29	
TRACED BY		C. C. T.		3-27-29	
CHECKED BY		J. L. L.		3-27-29	
REVISED		4/6/29 C. C. T.			
ALEXANDER POTTER 50 CHURCH ST. N. Y. C.					

416129 Changed on account of selling part of original Tract C23

#1593.0

BOOK

4 PAGE 547

4/29/57

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION, ESSEX COUNTY
DOCKET NO. L 8255-56

CIVIL ACTION

In the matter of the application of the Town of West Orange, a municipality in the County of Essex and State of New Jersey to fix the compensation to be paid for the lands of the P & T Realty Co., Inc., a corporation of the State of New Jersey, and Ross Wilkins Borlase and Magdalene S. Borlase, his wife, to be taken for public use.

Notice of Lis Pendens

TO WHOM IT MAY CONCERN:

Notice is hereby given that an action has commenced and is now pending in the Superior Court of New Jersey, Law Division, entitled as above, the general objects of which are:

(a) To appoint three commissioners to fix the compensation to be paid by the plaintiff for an easement and right-of-way in the lands and premises hereinafter described now owned by the corporation and persons named below or one or more of them, which lands and premises are to be taken and condemned for public use as a sewer right-of-way and easement by the plaintiff.

(b) The owners and persons interested in said lands and premises are as follows:

1. The P & T Realty Co., Inc., (William Fogel as Agent, 1180 Raymond Boulevard, Newark, New Jersey), a corporation of the State of New Jersey, is the owner of the lands herein described, by virtue of a deed from Ross Wilkins Borlase and Magdalene S. Borlase, his wife, of 451 Mt. Pleasant Avenue, West Orange, New Jersey, dated August 5th, 1955, and recorded on August 8th, 1955, in Book 3339 of Deeds for Essex County on Page 312.

2. Ross Wilkins Borlase and Magdalene S. Borlase, his wife, of 451 Mt. Pleasant Avenue, West Orange, New Jersey, hold a purchase money mortgage upon the premises herein described, which mortgage is from the P & T Realty Co., Inc., a New Jersey corporation and is

recorded in Book 3324 of Mortgages for Essex County on Page 70.

(c) The lands and premises to be taken are described as follows:

3. The center line of the 10 foot right-of-way is described as follows:

BEGINNING at a point in the northerly line of Mount Pleasant Avenue distant 218.96 feet easterly from the intersection of the northerly line of Mount Pleasant Avenue with the easterly line of Pleasant Valley Way; thence
(1) North 32 degrees 25 minutes East distant 307.35 feet; thence (2) North 71 degrees 32½ minutes East distant 62.06 feet; thence (3) South 69 degrees 20 minutes East distant 210 feet; thence (4) North 61 degrees 11 minutes 40 seconds East distant 31.11 feet to the southerly line of Mount Pleasant Place; and

The center line of a six foot right-of-way, described as follows:

BEGINNING at a point in the course of South 77 degrees 59 minutes 30 seconds East distant 17.01 feet easterly from an angle point, which is distant 376.21 feet northeasterly as measured along the westerly boundary line of the P & T Realty Co., Inc. from the northerly line of Mount Pleasant Avenue; thence
(1) South 14 degrees 40 minutes 52 seconds West distant 56.48 feet to the northerly line of the 10 foot right-of-way hereinbefore mentioned;

all as shown on Map entitled, "Right of Way Acquisition, 4th Ward Auxiliary Trunk Sewer, Sec. 2, made and approved by Henry C. Warnick, Town Engineer.

Dated: April 26, 1957.

Louis Lando

LOUIS LANDO
Attorney for Plaintiff

RECEIVED & RECORDED
REGISTER'S OFFICE
ESSEX COUNTY, N.J.
APR 29 11 41 AM '57
Office of the
REGISTER

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION, ESSEX COUNTY
DOCKET NO. L 8255 - 56

RECEIVED
ESSEX
NOV 8 11 13 AM '57
REG. CLERK'S OFFICE

IN THE MATTER OF THE APPLICATION OF
THE TOWN OF WEST ORANGE, A MUNICIPALITY
IN THE COUNTY OF ESSEX AND STATE OF
NEW JERSEY TO FIX THE COMPENSATION TO
BE PAID FOR THE LANDS OF THE P & T
REALTY CO., INC., A CORPORATION OF THE
STATE OF NEW JERSEY, AND ROSS WILKINS
BORLASE AND MAGDALENE S. BORLASE, HIS
WIFE, TO BE TAKEN FOR PUBLIC USE.

CIVIL ACTION
In Condemnation
JUDGMENT DIRECTING
PAYMENT OF AWARD
IN CONDEMNATION.

This matter being opened to the Court by LOUIS
LANDO, SQUIRE, attorney for plaintiff and the defendants
having agreed to the entry of this judgment as appears from
the endorsement of their respective attorneys as hereinafter
set forth:

It is on this 8th day of October, 1957,
ORDERED AND ADJUDGED that plaintiff pay the sum of FOUR
THOUSAND DOLLARS (\$4,000.) fixed by the Commissioners herein
by their report dated August 22, 1957 as the compensation
for the taking of the easement or right of way set forth
in the complaint, as follows: SEVEN HUNDRED AND FIFTY
DOLLARS (\$750.00) to the defendant, P. & T. REALTY CO.,
INC., a corporation of the State of New Jersey, and THIRTY-TWO
HUNDRED FIFTY DOLLARS (\$3250.00) to ROSS WILKINS BORLASE and MAGDALENE
S. BORLASE, his wife, in partial reduction of the principal
amount due them under a certain purchase money mortgage on
the premises subject to said easement and right of way,
which mortgage is dated August 5, 1955, made by said P. & T.
REALTY CO., INC. and recorded in Book 3324 of Mortgages for
the County of Essex at page 70.

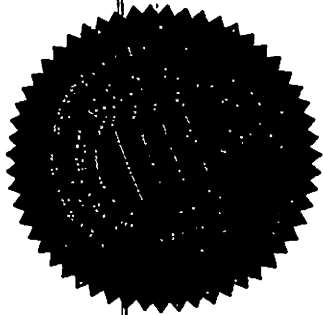
We consent to the entry of
the within judgment.
William Fogel

J. S. C.

WILLIAM FOGEL,
Attorney for P. & T. Realty Co., Inc.

WHITING, MOORE & PHILLIPS,
By: C. Alan Phillips
the attorney acting for the firm,
Attorneys for Ross Wilkins Borlase
and Magdalene S. Borlase, his wife.

I hereby certify that the foregoing is
a true and correct copy of the original on file in
this office.
[Signature]
DESK



I, I. GRANT SCOTT, Clerk of the Superior Court of New Jersey,
the same being a Court of Record, do hereby certify that the foregoing
is a true copy of the *judgment Directing Payment of*
now on the files of my office *Guard in Condemnation*

IN TESTIMONY WHEREOF, I have hereunto set my hand and
affixed the seal of said Court, at Trenton, this *4th* day of
November Nineteen hundred and *fifty-seven*

I. Grant Scott

Clerk

MEMORANDUM OF AGREEMENT made
this 15th day of April, 1959, by and between
LEONARD DIENER and BEATRICE DIENER, his wife, residing
at 106 Morristown Road
in the City of Elizabeth,
County of Essex and State of New Jersey, hereinafter refer-
red to as the GRANTORS and THE TOWN OF WEST ORANGE, a
municipality in the County of Essex and State of New Jersey,
hereinafter referred to as the GRANTEE.

W I T N E S S E T H:

WHEREAS, the GRANTORS the owners in fee of
certain lands, situate, lying and being in The Town of West
Orange, Essex County, New Jersey, described as Lot 5
in Block 157, as shown on the Tax Maps
of The Town of West Orange; and

WHEREAS, the GRANTEE, either itself, or through
its contractor, ^{did} ~~was to~~ lay and construct a certain
~~sanitary~~ sanitary sewer with appurtenances, for ~~sanitary~~
sanitary sewer purposes, hereinafter called "The Fourth
Ward Auxiliary Trunk Sewer" over and through
premises hereinafter described and following construction
thereof, to maintain the same; and

WHEREAS, the GRANTORS have agreed to grant to
the GRANTEE the right to lay, construct, maintain, use,
repair, renew and operate sub-surface drains or pipe on
lands as hereinafter described.

NOW, THEREFORE, in consideration of the sum of
----- ONE (\$1.00) DOLLAR
and other good and valuable consideration to the GRANTORS
in hand paid by the GRANTEE, the receipt whereof is hereby
acknowledged, and in further consideration of the covenants
and the agreements herein contained on the part of the
parties hereto, the GRANTORS have given, granted, con-
veyed and by these presents do hereby give, grant and

convey unto the GRANTEE, its successors and assigns, for sewer purposes, an easement in, on and through the lands of the GRANTORS, hereinafter more particularly described, together with the right to lay, construct, maintain, use, repair, renew and operate sub-surface drains, pipe and sewer mains in, over and through said lands.

(1) The lands and premises which this easement and right-of-way covers are described as follows:

BEGINNING at a point in the northerly line of Mt. Pleasant Avenue distant 218.96 feet easterly from the intersection of the northerly line of Mt. Pleasant Avenue with the easterly line of Pleasant Valley Way; thence (1) North 32 degrees 25 minutes East distant 307.35 feet; thence (2) North 71 degrees 32½ minutes East distant 53.97 feet; thence (3) South 65 degrees 49 minutes East distant 208.18 feet; thence (4) North 66 degrees 31 minutes East 53.70 feet to the southerly line of Mt. Pleasant Place which point is also 54.25 feet westerly of the easterly property line of the whole tract.

(2) The GRANTORS further grants to the GRANTEE a temporary easement in lands contiguous to said permanent easement, for a distance of an additional fifteen (15') feet on either side of the permanent easement or right-of-way, which temporary easement shall be used by the GRANTEE, or its contractor, or its or their servants and agents, during the construction of the sewer aforesaid, for ingress and egress and for construction purposes. The temporary easement shall be abandoned and cease immediately upon the completion and acceptance of the construction work.

(2)

(3) It is further agreed, that the GRANTEE, or its contractor, or its or their servants and agents, shall not traverse any portion of the lands owned by the GRANTOR, other than those contained in the permanent and temporary easement or right-of-way herein granted.

(4) The GRANTEE agrees for itself and its contractor:-

(a) To perform the work of building said sewer and appurtenances thereto in a careful and workmanlike manner.

[illegible][illegible]

(5) The GRANTORS agree to procure and deliver to the GRANTEE, simultaneously herewith, proper postponements from any mortgagees holding mortgages on said lands covered by said permanent easement postponing and subordinating the lien of the said mortgage or mortgages to the easement or right-of-way to the GRANTEE created by this instrument.

IN WITNESS WHEREOF, the PARTIES OF THE FIRST PART have hereunto set their hands and seal, and the said SECOND PARTY has caused its corporate seal to be hereunto affixed and attested by THURMAN J. WILLIAMS, its Clerk, and these presents to be signed by

JAMES J. SHEERAN, its Mayor, the day and year first above
written.

Leonard Diener (LS)
LEONARD DIENER

Signed, Sealed and Delivered
In the Presence of

Beatrice Diener (LS)
BEATRICE DIENER

Morris Farlowe

THE TOWN OF WEST ORANGE

BY James J. Sheeran
JAMES J. SHEERAN, Mayor

ATTEST:

Thurman J. Williams
THURMAN J. WILLIAMS, Clerk



Book 3632 .A- 493

State of New Jersey. } ss.:
County of *Pinckney*

We it Remembered, that on this *17th* day of April
One Thousand Nine Hundred and Fifty-nine , before me,
the subscriber,

personally appeared LEONARD DIENER and BEATRICE DIENER, his wife

who, I am satisfied, are the parties mentioned in the within instrument, and thereupon
they acknowledged that they signed, sealed and
delivered the same as their act and deed for the uses and purposes therein
expressed.

Thomas Farley
Notary Public N.J.

STATE OF NEW JERSEY)
COUNTY OF E S S E X) SS

BE IT REMEMBERED, that on this 28th day of April, in the year of Our Lord One Thousand Nine Hundred and Fifty-nine, before me, the subscriber, NOTARY PUBLIC OF NEW JERSEY personally appeared THURMAN J. WILLIAMS, who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction, that he is the Clerk of the Town of West Orange, the party of the Second Part named in the within agreement, that JAMES J. SHEERAN, is the Mayor of The Town of West Orange; that the execution, as well as the making of this agreement, has been duly authorized by a proper resolution of the Board of Commissioners of said Town; that deponent well knows the corporate seal of said Town, and the seal affixed to said Instrument is such corporate seal and was thereto affixed and said instrument signed and delivered by said Mayor as and for his voluntary act and deed and as and for the voluntary act and deed of said Town, in the presence of deponent, who thereupon subscribed his name thereto as witness.

SWORN TO AND SUBSCRIBED BEFORE
ME, at West Orange, New Jersey
the date aforesaid.

Thurman J. Williams
THURMAN J. WILLIAMS, Town Clerk

Therese Magliola
NOTARY PUBLIC OF NEW JERSEY
My Comm. Ex. 12, Exp. Aug. 28, 1960

RECEIVED
APR 29 2 23 PM '59
CLERK

EXHIBIT C

RETURN TO:
WILLIAM M. SPEAS
281 WASHINGTON ST.
2nd FLOOR
NEWARK, NJ 07102

Prepared By: William M. Speas
New Jersey Bell Telephone Company
281 Washington Street
Newark, New Jersey 07102

L.S. *William M. Speas*

RIGHT OF WAY GRANT

THIS INDENTURE, was made and executed the day of

19 ,

BETWEEN, Diener Mt. Pleasant Associates, LTD, a New Jersey Limited Partnership in the Township of Springfield, County of Union, New Jersey, hereinafter called "GRANTOR",

AND, NEW JERSEY BELL TELEPHONE COMPANY, a New Jersey Corporation having its principal offices at 540 Broad Street, in the City of Newark, County of Essex, New Jersey, hereinafter called "GRANTEE".

WHEREAS, Grantor is the owner in fee simple of a certain tract of real property situate in the Township of West Orange, County of Essex, New Jersey, and designated as Lot 5 in Block 157, on the tax maps of said West Orange Township; and,

WHEREAS, Grantee is a public utility of the State of New Jersey, engaged in furnishing communication services to subscribers in the State of New Jersey; and,

WHEREAS, the Grantor does agree to convey an EASEMENT IN PERPETUITY to Grantee for its use, occupancy and enjoyment, with the right to enter in and upon the same to construct, install, maintain, renew, repair and remove a line or lines of aerial and/or underground plant, equipment and appurtenant facilities, as said companies may deem reasonably necessary and proper solely for the operation of a communication system or systems,

NOW THEREFORE WITNESSETH: In consideration of these premises and the sum of FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00) paid to the Grantor by the Grantee, the receipt of which is hereby acknowledged, and in further consideration of the mutual conditions, covenants, promises and terms hereinafter contained, specifically as contained in Paragraph Nine (9) below, it is agreed that:

FIRST: Grantor does hereby GRANT and CONVEY unto Grantee and their associated and affiliated companies, successors in interest and assigns, an EASEMENT IN PERPETUITY, in, on, upon, through, under and across the hereinbefore described lands of Grantor, with full rights, privileges and authority for Grantee to enter upon same from time to time, WITHOUT NOTICE to Grantor, for the purpose of inspecting, locating, relocating, installing, altering, extending, constructing, repairing, replacing, rebuilding, removing and perpetually operating, maintaining and using wires, cables, conduits, ducts, pipes, service pedestals and other fixtures, appurtenances and facilities which Grantee may, in their exclusive discretion and sole judgment, deem necessary or proper for communication services; together with such free and unlimited access to, egress and ingress in, from and over all points of said Easement Area, WITHOUT NOTICE to Grantor, as is reasonable or necessary for the full use, occupancy and enjoyment of said Easement. This conveyance is more specifically to install, maintain and replace a concrete slab, a metal cabinet, underground conduit and cable for communication service.

Received & Recorded
Recorder's Office
Essex County, NJ
APR 09, 11:15 AM '90
Larrie M. Stalks
89001023110119319

SECOND: Said Easement Area shall be more particularly described as: set forth on Schedule "A" the metes and bounds description and Schedule "B" a map of said Easement Area.

THIRD: Grantor generally warrants the rights, privileges and authority herein granted and conveyed and does further warrant that Grantee shall have quiet possession of the within Easement, free from all claims and encumbrances; and Grantor will execute and deliver to Grantee such further documents and assurances that may become necessary in connection therewith.

FOURTH: Grantor does further grant and convey to Grantee, the right, privilege and authority to trim, cut and remove, WITH REASONABLE NOTICE to Grantor, such tree branches, roots, shrubs, plants, trees and vegetation which might, within the exclusive discretion and sole judgment of Grantee, interfere or threaten the safe, proper or convenient use, maintenance or operation of the communication facilities within the Easement Area.

FIFTH: Grantor shall have the right to use, occupy and enjoy the surface and air space above the Easement Area for any purpose which does not, within the exclusive discretion and sole judgment of Grantee, interfere or threaten the safe, proper or convenient use, occupancy or enjoyment of same by Grantee; except that Grantor shall not construct, place or permit any buildings, fences, pavement or other structures or improvements in, on, over, under, through or across the Easement Area, without first obtaining the written approval of the Grantee.

SIXTH: Grantee shall perform all work in connection with the rights, privileges and authority herein granted and conveyed in a workmanlike manner and with a minimum of inconvenience to the Grantor; and any damage done to the land or premises of Grantor shall be promptly repaired and restored to its condition immediately prior to damage, at the sole cost and expense of the Grantee proximately causing such damage.

SEVENTH: The agreements, conditions, covenants and promises herein contained are intended to be covenants running with the land.

EIGHTH: This Indenture shall inure to the benefit of and be binding upon the Grantor and all Grantees named herein, upon acceptance of same by such Grantees, regardless of failure to execute by any one or more Grantees; and shall be further binding on the heirs, successors in interest and assigns of the Grantor and each Grantee.

NINTH: Grantor further agrees to plant and perpetually maintain a natural screen of shrubs on the rear and two sides of the Easement Area.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed the day and year first above written.

ATTEST:

By Beatrice Diener
Beatrice Diener
General Partner

Lawrence Diener
Lawrence Diener
Secretary



CASEY & KELLER, INC., CIVIL ENGINEERS, LAND SURVEYORS, PLANNERS

615 WEST MT. PLEASANT AVENUE • LIVINGSTON, NEW JERSEY 07039 • (201) 992-2288 • FAX (201) 992-3828

February 12, 1990

Description of:
New Jersey Bell
Easement #114-89-50
Lot #5 Block #157
Township of West Orange
Essex County, New Jersey

BEGINNING at a point in the northerly side of Mount Pleasant Avenue (formerly known as the Newark and Mount Pleasant Turnpike) therein distant westerly 265.70 ft. from the intersection of the same with the westerly side of Mount Pleasant Place, said beginning point being also the southwesterly corner of lands now or formerly of Frederick A. Fulton.

thence (1) Along said side of Mount Pleasant Avenue N 67 deg. 09 min. W 10.00 ft.;

thence (2) N 19 deg. 36 min. E 10.00 ft.

thence (3) S 67 deg. 09 min. E 10.00 ft. to the westerly line of lands of Fulton;

thence (4) along said lands of Fulton S 19 deg. 36 min. W 10.00 ft. to the northerly side of Mount Pleasant Avenue and the point or place of BEGINNING.

Containing 100.00 Sq. Ft.

**615 W. MT. PLEASANT AVENUE
LIVINGSTON, N.J. 07039
(201) 992-2288
FAX (201) 992-3626**

SITUATED IN TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, N.J.

~~SECRET~~
N.J. L.S. REG. # 8226; N.J. P.P. REG. # 747

EXHIBIT D

BK 5572 PG 0445

11/21/98

DEED OF EASEMENT

Date This deed is made on Sept. 2, 1998 between

Parties Grantor Diener Mt. Pleasant Associates, LTD., a NJ Limited Partnership
(Seller)

Address: 28 Millburn Avenue, Springfield, NJ 07081

Grantor and

Grantee STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION, CN616
(Buyer)

Address 1035 Parkway Avenue, Trenton, NJ 08625 0616

Grantee

(The words "Grantor" and Grantee" include all Grantors and all Grantees under this Deed.)

Consideration In return for the payment to Grantor by the Grantee the sum of Four Thousand Four Hundred Dollars(\$4,400.00)

Conveyance The Grantor grants and coveys to the Grantee an easement over and across the property of Grantor located in the Township of West Orange County of Essex and State of New Jersey, specifically described as follows:

Description of Land SEE SCHEDULE "A" ATTACHED

The Grantor retains all other rights to use the Property, which is subject to the easement, for a legal purpose not inconsistent, contrary or in conflict with the terms of this easement as described in Schedule "A". Maintenance of the Property, which is subject to the easement, shall remain the obligation of the Grantor except to the extent stated otherwise Schedule "A"

RECORDED
REGISTER'S OFFICE
ESSEX COUNTY N.J.

1998 NOV 21 A 07

6-2-98 A. Brown

This Deed was prepared for the State by Gil Toth

Gil Toth

COUNTY OF ESSEX	
CONSIDERATION	<u>EXEMPT</u>
REALTY TRANSFER FEE	
DATE <u>11-21-98</u>	BY <u>GA</u>

SCHEDULE "A"

All that certain land and premises, situate, lying and being in the Township of West Orange, in the County of Essex and State of New Jersey and more particularly described as follows:

PARCEL E510, as indicated on a map entitled: "NEW JERSEY DEPARTMENT OF TRANSPORTATION, GENERAL PROPERTY PARCEL MAP, REPLACEMENT OF MOUNT PLEASANT PLACE BRIDGE OVER WEST BRANCH OF RAHWAY RIVER, Showing Existing Right Of Way And Parcel To Be Acquired In The Township Of West Orange, County Of Essex, November, 1997"; and as shown more particularly on a map attached hereto, made a part hereof, marked "Exhibit B", Entitled: " NEW JERSEY DEPARTMENT OF TRANSPORTATION, REPLACEMENT OF MT. PLEASANT PLACE BRIDGE OVER WEST BRANCH OF RAHWAY RIVER, PARCELS E510, TOWNSHIP OF WEST ORANGE COUNTY OF ESSEX, NOVEMBER 10, 1997";

Parcel E510, consisting of the right to construct and maintain a road, bridge, wingwall and appurtenances across lands of the owner, as shows on the aforesaid map; at about station 10+012 (Base Line Stationing);

Being also known as part of Lot 5 in Block 157 on the tax map of the Township of West Orange;

TOGETHER WITH the right to construct a retaining wall at the location shown on the aforesaid map;

The above described premises are color coded on "Exhibit B" in the following manner:
Purple - Bridge Easement Area and Brown - Temporary Construction Area.

BEING ALSO known as part of Lot 5 in Block 157 on the tax map of the Township of West Orange in the County of Essex.

General 5014(Mt. Pleasant Place Bridge)-Parcel ES10
Project BRZ 0722(102)

DEED

*Diener Mt. Pleasant Associates, LTD
a NJ Limited Partnership*

TO

THE STATE OF NEW JERSEY

Dated: *Sept. 2, 1995*

General No. 5014

County Essex

Record and Return to:

**NEW JERSEY
DEPARTMENT OF TRANSPORTATION
1035 PARKWAY AVENUE
TRENTON, NEW JERSEY 08625
TITLE BUREAU
CN 616**

8K5572P60447

Grantors Acts

The Grantor has done no act to encumber the easement. (This covenant or promise means that the Grantor has not done anything to effect the rights granted to the State under the terms of the easement such as, for example, giving a mortgage or granting a conflicting easement).

Receipt of Consideration

The Grantor acknowledges receipt of full payment, due under the terms of the contract, for the property and acknowledges it to be sufficient and proper consideration for the transfer of the ownership

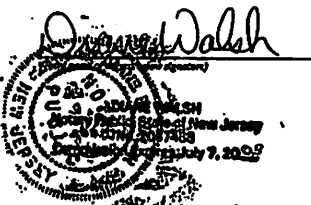
Signature

The Grantor signs this Deed on the first date above.

Signed, and delivered
in the presence of:

Diener Mt. Pleasant Associates LTD

Lawrence Diener
Lawrence Diener, Managing Partner



STATE OF NEW JERSEY

COUNTY OF Bergen

) SS.:

I CERTIFY, that on September 2, 1998,
Lawrence Diener, Managing Partner of Diener Mt. Pleasant Associates, LTD and
acknowledged under oath, to my satisfaction, that this person (or if more than one, each
person):

- (a) is named in and personally signed this Deed;
- (b) signed and delivered this deed as his or her act and deed;
and
- (c) made this Deed or \$4,400.00 as the full and actual
consideration paid or to be paid for the transfer of title.
(Such consideration is defined in N.J. S. A. 46:15-6.)

Diane Walsh
(Print name and title below signature)

DIANE WALSH
Notary Public, State of New Jersey
No. 2047488
Commission Expires July 7, 2009

