

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

Existing and Proposed Deed Restrictions and Covenants

Item #20 – Site Plan Checklist
August 14, 2025

The following are the existing deed restrictions and covenants for Block 157, Lot 5, of which the Applicant is aware:

- **Exhibit A:** Slope Rights to the County of Essex in Deed Book 3491 page 1.
- **Exhibit B:** New Jersey Department of Environment Protection Deed Notice in Deed Book 12496 page 223.

No new deed restrictions or covenants are proposed.

EXHIBIT A

BOOK 3491 PAGE 1

This Indenture,

Made the *Eleventh* day of January, in the year of our Lord
One Thousand Nine Hundred and Fifty-seven

Between

KAY H. O'NEILL and PAUL M. O'NEILL, her husband, residing at 303
Elmwynd Drive, in the City of Orange, County of Essex and State of New Jersey,
and IRENE M. HOLEY, widow, residing at 60 North Arlington Avenue

of the City of East Orange
of Essex and State of New Jersey
party of the first part:
And

RECEIVED
REGISTERED
JUN 4 3 54 PM '57
OFFICE
CLERK
J. M. J.
the County
REGISTER

COUNTY OF ESSEX, a Public Corporation of the State of New Jersey

party of the second part;

Witnesseth, That the said party of the first part, for and in consideration of One (\$1.00)
Dollar and other good and valuable consideration

lawful money of the United States of America,

to them in hand well and truly paid by the said
party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is
hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and
paid, have given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and
by these presents do give, grant bargain, sell, alien, release, enfeoff, convey and confirm unto the
said party of the second part, and to its successors and assigns, forever, All

that certain tract or parcel of land and premises, hereinafter particularly
described, situate, lying and being in the Town of West Orange
in the County of Essex and State of New Jersey, more
particularly described as follows:

BEGINNING at a point in the present easterly line of Pleasant Valley
Way where the same is intersected by the dividing line between the premises
of Kay H. O'Neill and Paul M. O'Neill, her husband, and the premises now or
formerly of John P. Lynch and Mary Lynch, his wife;

Thence (1) along said dividing line South 89 degrees 31 minutes 25
seconds East forty three and eighty three hundredths feet (43.83') to the proposed
new easterly line of Pleasant Valley Way;

Thence (2) along said proposed new line South 35 degrees 15 minutes
35 seconds West fifty and twenty three hundredths feet (50.23') to the dividing
line between the premises of the said O'Neill and the premises now or formerly
of Ida O'Brien;

Thence (3) along said O'Neill-O'Brien dividing line North 89 degrees
31 minutes 25 seconds West forty three and eighty three hundredths feet (43.83')
to the said present easterly line of Pleasant Valley Way;

Thence (4) along said present easterly line North 35 degrees 15
minutes 35 seconds East fifty and twenty three hundredths feet (50.23') to the
said O'Neill-Lynch dividing line and the point and place of Beginning.

BOOK 3491 PAGE 2

All as shown as Parcel No. 7 on a map entitled, "PLEASANT VALLEY WAY - WEST ORANGE - PROPERTY ACQUISITION MAP - MT. PLEASANT AVE. TO ELMWOOD AVE.", dated May 22, 1953, and filed in the Office of the County Engineer as Map No. 16-I-4.

Together with the right of easement on the land adjacent to the land hereby taken or conveyed to place and maintain earthen fills or to excavate embankments to a slope that will protect the road when graded and completed, said slope to be of the approximate area as shown on said map.

The above described easement shall terminate when the said grantors or their grantee by construction or grading work shall make unnecessary the independent maintenance of the above mentioned slopes by the County of Essex.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

And also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in and to the above described premises, and every part and parcel thereof, with the appurtenances **To have and to hold**, all and singular, the above mentioned premises, together with the appurtenances, unto the said party of the second part, its successors and assigns, to its own proper use, benefit and behoof forever.

And the said Kay H. O'Neill and Paul M. O'Neill, her husband, & Irene M. Holey, widow, heirs, executors and administrators, do covenant, grant and agree to and with the said party of the second part, its successors and assigns, that the said Kay H. O'Neill and Paul M. O'Neill, her husband, and Irene M. Holey, widow, at the time of the sealing and delivery of these presents, are lawfully seized in of a good, absolute, and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted, bargained and described premises, with the appurtenances and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid

And that the said party of the second part, its successors and assigns, shall and may at all times hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy the above granted premises, and every part and parcel thereof, with the appurtenances, without any let, suit, trouble, molestation, eviction or disturbance of the said party of the first part, their heirs or assigns, or of any other person or persons lawfully claiming or to claim the same.

And that the same now are free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of what nature and kind soever

And also, that the said party of the first part, and their heirs, and all and every other person or persons whomsoever, lawfully or equitably deriving any estate, right, title or interest of, in or to the hereinbefore granted premises, by, from, or in trust for them, shall and will at any time or times hereafter, upon the reasonable request, and at the proper costs and charges in the law, of the said party of the second part, its successors and assigns, make, do, and execute, or cause or procure to be made done or executed, all and every such further and other lawful and reasonable acts, conveyances and assurances in the law for the better and more effectually vesting and confirming the premises hereby intended to be granted in and to the said party of the second part, its successors and assigns forever, as by the said party of the second part, its successors or assigns, or its counsel learned in the law, shall be reasonably advised or required.

And the said Kay H. O'Neill and Paul M. O'Neill, her husband, & Irene M. Holey, widow, heirs, the above described and hereby granted and released premises, and every part and parcel thereof, with the appurtenances, unto the said party of the second part, its successors and assigns, against the said party of the first part, and their heirs, and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will Warrant and by these presents forever Defend.

In Witness Whereof, the said party of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered }
in the presence of }

Bernard F. Lweeney
As to the O'Neills

Joseph A. Hayden
As to Irene M. Holey

Kay H. O'Neill L. S.
KAY H. O'NEILL

Paul M. O'Neill L. S.
PAUL M. O'NEILL, her husband

Irene M. Holey L. S.
IRENE M. HOLEY, widow

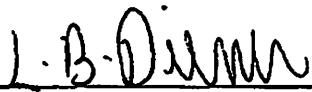


EXHIBIT B

RECORDING INFORMATION SHEET		ESSEX COUNTY REGISTER'S OFFICE HALL OF RECORDS, ROOM 130 465 MARTIN LUTHER KING Jr. Blvd NEWARK NJ 07102	
INSTRUMENT NUMBER: 14034831		DOCUMENT TYPE : DEED	
Official Use Only WILLIAM NARVAEZ DEPUTY REGISTER ESSEX COUNTY, NJ INSTRUMENT NUMBER 14034831 RECORDED ON May 19, 2014 09:19 am BOOK:12496 PAGE:223 BB		Return Address (for recorded documents) LAWRENCE B. DIENER 25 MAIN STREET SUITE 200 HACKENSACK NJ 07601	
		No. Of Pages (excluding Summary Sheet) 15	
		Recording Fee (excluding Transfer Tax) \$180.00	
		Realty Transfer Tax \$0.00	
		Amount Charged (Check # 3720) \$180.00	
		Municipality WEST ORANGE	
		Parcel Information Block 157 Lot 5	
First Party Name ENVIRONMENTAL PROTECT,DEPT NJ			
Second Party Name DIENER MT PLEASANT ASSOCIATES			
Additional Information (Official Use Only)			
CONSIDERATION (R) \$0.00			
MAIL COPY _____			
NO COPY _____			
ENVELOPE _____			
ADDITIONAL STAMPINGS _____			
***** DO NOT REMOVE THIS PAGE.***** COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF ESSEX COUNTY FILING RECORD ***** RETAIN THIS PAGE FOR FUTURE REFERENCE.*****			

Record and Return to:
Lawrence B. Diener
25 Main Street Suite 200
Hackensack, New Jersey 07601

Prepared by: Lawrence B. Diener


Lawrence B. Diener

DEED NOTICE

This Deed Notice is made as of the 13 day of May, 2014, by Diener Mt. Pleasant Associates Ltd., 25 Main Street, Suite 200, Hackensack, New Jersey 07601 (together with his/her/its/their successors and assigns, collectively "Owner").

1. **THE PROPERTY.** Diener Mt. Pleasant Associates Ltd. is the owner in fee simple of certain real property designated as Block(s) 157 Lot 5, on the tax map of the Township of West Orange, Essex County; the New Jersey Department of Environmental Protection Program Interest Number (Preferred ID) for the contaminated site which includes this property is 292407; and the property is more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "Property").

2. REMEDIATION.

i. David Terry, Licensed Site Remediation Professional, LSRP License No. 575840 has approved this Deed Notice as an institutional control for the Property, which is part of the remediation of the Property.

ii. N.J.A.C. 7:26G-7 requires the Owner, among other persons, to obtain a soil remedial action permit for the soil remedial action at the Property. That permit will contain the monitoring, maintenance and biennial certification requirements that apply to the Property.

3. **SOIL CONTAMINATION.** Diener Mt. Pleasant Associates Ltd. has remediated contaminated soil at the Property, such that soil contamination remains in certain areas of the Property that contains contaminants in concentrations that do not allow for the unrestricted use of the Property; this soil contamination is described, including the type, concentration and specific location of such contaminants, in Exhibit B, which is attached hereto and made a part hereof. As a result, there is a statutory requirement for this Deed Notice and engineering controls in accordance with N.J.S.A. 58:10B-13.

4. **CONSIDERATION.** In accordance with the remedial action for the site which included the Property, and in consideration of the terms and conditions of that remedial action, and other good and valuable consideration, Owner has agreed to subject the Property to certain statutory and regulatory requirements that impose restrictions upon the use of the Property, to restrict certain uses of the Property, and to provide notice to subsequent owners, lessees and operators of the restrictions and the monitoring, maintenance, and biennial certification requirements outlined in this Deed Notice and required by law, as set forth herein.

5A. **RESTRICTED AREAS.** Due to the presence of contamination remaining at concentrations that do not allow for unrestricted use, the Owner has agreed, as part of the remedial action for the Property, to restrict the use of certain parts of the Property (the "Restricted Areas"); a narrative description of these restrictions is provided in Exhibit C, which is attached hereto and made a part hereof. The Owner has also agreed to maintain a list of these restrictions on site for inspection by governmental officials.

5B. RESTRICTED LAND USES. The following statutory land use restrictions apply to the Restricted Areas:

- i. The Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-12.g(10), prohibits the conversion of a contaminated site, remediated to non-residential soil remediation standards that require the maintenance of engineering or institutional controls, to a child care facility, or public, private, or charter school without the Department's prior written approval, unless a presumptive remedy is implemented; and
- ii. The Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-12.g(12), prohibits the conversion of a landfill, with gas venting systems and or leachate collection systems, to a single family residence or a child care facility without the Department's prior written approval.

5C. ENGINEERING CONTROLS. Due to the presence and concentration of these contaminants, the Owner has also agreed, as part of the remedial action for the Property, to the placement of certain engineering controls on the Property; a narrative description of these engineering controls is provided in Exhibit C.]

6A. CHANGE IN OWNERSHIP AND REZONING.

i. The Owner and the subsequent owners and lessees, shall cause all leases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring all holders thereof to take the Property subject to the restrictions contained herein and to comply with all, and not to violate any of the conditions of this Deed Notice. Nothing contained in this Paragraph shall be construed as limiting any obligation of any person to provide any notice required by any law, regulation, or order of any governmental authority.

ii. The Owner and the subsequent owners shall provide written notice to the Department of Environmental Protection, on a form provided by the Department and available at www.nj.gov/srp/forms within thirty (30) calendar days after the effective date of any conveyance, grant, gift, or other transfer, in whole or in part, of the owner's interest in the Restricted Area.

iii. The Owner and the subsequent owners shall provide written notice to the Department, on a form available from the Department at www.nj.gov/srp/forms, within thirty (30) calendar days after the owner's petition for or filing of any document initiating a rezoning of the Property to residential.

6B. SUCCESSORS AND ASSIGNS. This Deed Notice shall be binding upon Owner and upon Owner's successors and assigns, and subsequent owners, lessees and operators while each is an owner, lessee, or operator of the Property.

7A. ALTERATIONS, IMPROVEMENTS, AND DISTURBANCES.

i. The Owner and all subsequent owners and lessees shall notify any person, including, without limitation, tenants, employees of tenants, and contractors, intending to conduct invasive work or excavate within the Restricted Areas, of the nature and location of contamination in the Restricted Areas, and, of the precautions necessary to minimize potential human exposure to contaminants.

ii. Except as provided in Paragraph 7B, below, no person shall make, or allow to be made, any alteration, improvement, or disturbance in, to, or about the Property which disturbs any engineering control at the Property without first obtaining a soil remedial action permit modification pursuant to N.J.A.C. 7:26C-7. Nothing herein shall constitute a waiver of the obligation of any person to comply with all

applicable laws and regulations including, without limitation, the applicable rules of the Occupational Safety and Health Administration.

iii. Notwithstanding subparagraph 7Aii., above, a soil remedial action permit modification is not required for any alteration, improvement, or disturbance provided that the owner, lessee or operator:

(A) Notifies the Department of Environmental Protection of the activity by calling the DEP Hotline, at 1-877-WARN-DEP or 1-877-927-6337, within twenty-four (24) hours after the beginning of each alteration, improvement, or disturbance;

(B) Restores any disturbance of an engineering control to pre-disturbance conditions within sixty (60) calendar days after the initiation of the alteration, improvement or disturbance;

(C) Ensures that all applicable worker health and safety laws and regulations are followed during the alteration, improvement, or disturbance, and during the restoration;

(D) Ensures that human exposure to contamination in excess of the remediation standards does not occur; and

(E) Describes, in the next biennial certification the nature of the alteration, improvement, or disturbance, the dates and duration of the alteration, improvement, or disturbance, the name of key individuals and their affiliations conducting the alteration, improvement, or disturbance, a description of the notice the Owner gave to those persons prior to the disturbance.

7B. EMERGENCIES. In the event of an emergency which presents, or may present, an unacceptable risk to the public health and safety, or to the environment or immediate environmental concern, see N.J.S.A. 58:10C-2, any person may temporarily breach an engineering control provided that that person complies with each of the following:

i. Immediately notifies the Department of Environmental Protection of the emergency, by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;

ii. Hires a Licensed Site Remediation Professional (unless the Restricted Areas includes an unregulated heating oil tank) to respond to the emergency;

iii. Limits both the actual disturbance and the time needed for the disturbance to the minimum reasonably necessary to adequately respond to the emergency;

iv. Implements all measures necessary to limit actual or potential, present or future risk of exposure to humans or the environment to the contamination;

v. Notifies the Department of Environmental Protection when the emergency or immediate environmental concern has ended by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337; and

vi. Restores the engineering control to the pre-emergency conditions as soon as possible, and provides notification to the Department of Environmental Protection within sixty (60) calendar days after completion of the restoration of the engineering control, including: (a) the nature and likely cause of the emergency; (b) the potential discharges of or exposures to contaminants, if any, that may have occurred; (c) the measures that have been taken to mitigate the effects of the emergency on human health and the environment; (d) the

measures completed or implemented to restore the engineering control; and (e) the changes to the engineering control or site operation and maintenance plan to prevent reoccurrence of such conditions in the future.

8. TERMINATION OF DEED NOTICE.

i. This Deed Notice may be terminated only upon filing of a Termination of Deed Notice, available at N.J.A.C. 7:26C Appendix C, with the office of the Register of Deeds of Essex County, New Jersey, expressly terminating this Deed Notice.

ii. Within thirty (30) calendar days after the filing of a Termination of Deed Notice, the owner of the property shall apply to the Department for termination of the soil remedial action permit pursuant to N.J.A.C. 7:26C-7.

9. ACCESS. The Owner, and the subsequent owners, lessees and operators agree to allow the Department, its agents and representatives access to the Property to inspect and evaluate the continued protectiveness of the remedial action that includes this Deed Notice and to conduct additional remediation to ensure the protection of the public health and safety and of the environment if the subsequent owners, lessees and operators, during their ownership, tenancy, or operation, and the Owner fail to conduct such remediation pursuant to this Deed Notice as required by law. The Owner, and the subsequent owners and lessees, shall also cause all leases, subleases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring that all holders thereof provide such access to the Department.

10. ENFORCEMENT OF VIOLATIONS.

i. This Deed Notice itself is not intended to create any interest in real estate in favor of the Department of Environmental Protection, nor to create a lien against the Property, but merely is intended to provide notice of certain conditions and restrictions on the Property and to reflect the regulatory and statutory obligations imposed as a conditional remedial action for this site.

ii. The restrictions provided herein may be enforceable solely by the Department against any person who violates this Deed Notice. To enforce violations of this Deed Notice, the Department may initiate one or more enforcement actions pursuant to N.J.S.A. 58:10-23.11, and N.J.S.A. 58:10C, and require additional remediation and assess damages pursuant to N.J.S.A. 58:10-23.11, and N.J.S.A. 58:10C.

11. SEVERABILITY. If any court of competent jurisdiction determines that any provision of this Deed Notice requires modification, such provision shall be deemed to have been modified automatically to conform to such requirements. If a court of competent jurisdiction determines that any provision of this Deed Notice is invalid or unenforceable and the provision is of such a nature that it cannot be modified, the provision shall be deemed deleted from this instrument as though the provision had never been included herein. In either case, the remaining provisions of this Deed Notice shall remain in full force and effect.

12A. EXHIBIT A. Exhibit A includes the following maps of the Property and the vicinity:

i. Exhibit A-1: Vicinity Map - A map that identifies by name the roads, and other important geographical features in the vicinity of the Property (for example, USGS Quad map, Hagstrom County Maps);

ii. Exhibit A-2: Metes and Bounds Description - A tax map of lots and blocks as well as metes and bounds description of the Property, including reference to tax lot and block numbers for the Property;

iii. Exhibit A-3: Property Map - A scaled map of the Property, scaled at one inch to 200 feet or less, and if more than one map is submitted, the maps shall be presented as overlays, keyed to a base map; and the Property Map shall include diagrams of major surface topographical features such as buildings, roads, and parking lots.

12B. EXHIBIT B. Exhibit B includes the following descriptions of the Restricted Areas:

i. Exhibit B-1: Restricted Area Map - A separate map for each restricted area that includes:

(A) As-built diagrams of each engineering control, including caps, fences, slurry walls, (and, if any) ground water monitoring wells, extent of the ground water classification exception area, pumping and treatment systems that may be required as part of a ground water engineering control in addition to the deed notice

(B) As-built diagrams of any buildings, roads, parking lots and other structures that function as engineering controls; and

(C) Designation of all soil and sediment sample locations within the restricted areas that exceed any soil or sediment standard that are keyed into one of the tables described in the following paragraph.

ii. Exhibit B-2: Restricted Area Data Table - A separate table for each restricted area that includes either (A) or (B) through (F):

(A) Only for historic fill extending over the entire site or a portion of the site and for which analytical data are limited or do not exist, a narrative that states that historic fill is present at the site, a description of the fill material (e.g., ash, cinders, brick, dredge material), and a statement that such material may include, but is not limited to, contaminants such as PAHs and metals;

(B) Sample location designation from Restricted Area map (Exhibit B-1);

(C) Sample elevation based upon mean sea level;

(D) Name and chemical abstract service registry number of each contaminant with a concentration that exceeds the unrestricted use standard;

(E) The restricted and unrestricted use standards for each contaminant in the table; and

(F) The remaining concentration of each contaminant at each sample location at each elevation.

12C. EXHIBIT C. Exhibit C includes narrative descriptions of the institutional controls and engineering controls as follows:

i. : Deed Notice as Institutional Control: Exhibit C includes a narrative description of the restriction and obligations of this Deed Notice that are in addition to those described above, as follows:

(A) Description and estimated size of the Restricted Areas as described above;

(B) Description of the restrictions on the Property by operation of this Deed Notice; and

(C) The objective of the restrictions.

ii. Exhibit :The Existing slab-on grade concrete floor of the dry cleaning leasehold and portion of the liquor store leasehold: Exhibit C also includes a narrative description as follows:

(A) Description of the engineering control;

(B) The objective of the engineering control; and

(C) How the engineering control is intended to function.

13. SIGNATURES. IN WITNESS WHEREOF, Owner has executed this Deed Notice as of the date first written above.

Diener Mt. Peasant Associates Ltd., a New Jersey Limited Partnership

By L. B. Diener
Lawrence B. Diener, General Partner

STATE OF NEW JERSEY SS.:
COUNTY OF BERGEN

I certify that on May 13, 2014, Lawrence B. Diener personally came before me, and this person acknowledged under oath to my satisfaction that:

(a) this person is the maker of the attached Deed;

(b) this person was authorized and did execute this Deed as the general partner of Diener Mt. Pleasant Associates Ltd, the entity named in this Deed;

(c) this Deed was executed as the act of the entity.

Signed and sworn before me on May 13, 2014

MARIKA E. BUCHBERGER
NOTARY PUBLIC OF NEW JERSEY
No. 2306040
COMMISSION EXPIRES OCTOBER 2, 2018

Marika E. Buchberger
Notary Public of New Jersey



2,000 1,000 0 2,000 Feet

Legend

□ Site Boundary

USGS 7.5 Minute Topographic Quadrangle
(20 foot Contour Interval)
- Caldwell, N.J.; 1954, P.R. 1981.
- Orange, N.J.; 1955, P.R. 1981.
Photo Revised - P.R.



New Jersey
Quadrangle Location

BASE SOURCE: USGS 24K COLOR ORTHOIMAGERY

MARTY'S CLEANERS
467 MT PLEASANT AVENUE
WEST ORANGE, NEW JERSEY

EXHIBIT A1
SITE LOCATION



Prepared by:
LEGGETTE, BRASHEARS & GRAHAM, INC.
Professional Groundwater and Environmental Services
800 East Crescent Avenue, Suite 200
Upper Saddle River, New Jersey 07458
(201) 818-0700 www.lbgweb.com

DATE: 03/09/14

FILE: B-Marty's/gis/Vg1

DRAWN BY: ZT CHECKED BY: AS EXHIBIT A1

SCHEDULE A
(Continued)
LEGAL DESCRIPTION

File No. RT11110

ALL that certain lot, parcel or tract of land, situate and lying in the Township of West Orange, County of Essex, State of New Jersey, and being more particularly described as follows:

BEGINNING at a point in the northerly side of Mount Pleasant Avenue, therein distant westerly, 203.20 feet from the intersection of the same with the westerly side of Mount Pleasant Place; thence

- (1) Along said side of Mount Pleasant Avenue, North 67 degrees 09 minutes West 328.07 feet to an angle in the same; thence
- (2) Still along the same North 71 degrees 26 minutes West 103.59 feet to angle in the same; thence
- (3) Still along the same North 80 degrees 50 minutes West 92.94 feet to a point in the bed of the West Branch of the Rahway River; thence
- (4) Along the bed of the West Branch of the Rahway River North 34 degrees 33 minutes 50 seconds East 180.57 feet; thence
- (5) North 88 degrees 22 minutes 30 seconds West 109.05 feet to a point in the easterly side of Pleasant Valley Way; thence
- (6) Along said side of Pleasant Valley Way, North 36 degrees 24 minutes 30 seconds East 50.23 feet; thence
- (7) South 88 degrees 22 minutes 30 seconds East 107.12 feet to a point in the bed of the West Branch of the Rahway River; thence
- (8) Along the bed of the West Branch of the Rahway River North 34 degrees 33 minutes 50 seconds East 100.44 feet to an angle in the same; thence
- (9) Still along the same North 35 degrees 39 minutes 30 seconds East 46.04 feet to angle in the same; thence
- (10) Still along the same South 77 degrees 59 minutes 30 seconds East 170.23 feet to angle in the same; thence
- (11) Still along the same South 44 degrees 57 minutes 30 seconds East 52.89 feet to angle in the same; thence
- (12) Still along the same South 71 degrees 13 minutes 30 seconds East 39.72 feet to angle in the same; thence
- (13) Still along the same North 54 degrees 14 minutes East 18.84 feet to a point in the southerly side of Mount Pleasant Place; thence
- (14) Along said side of Mount Pleasant Place South 49 degrees 57 minutes 30 seconds East 101.63 feet; thence
- (15) South 19 degrees 36 minutes West 170.11 feet; thence
- (16) South 49 degrees 58 minutes East 80.15 feet; thence

NJRB 3-07 Effective: 02/15/07 Revised: 09/10/07
ORT Form 4308 A NJ
Schedule A - Legal Description
ALTA Title Insurance Commitment Adopted 06/17/06

Exhibit A2

SCHEDULE A - LEGAL DESCRIPTION
(Continued)

File No. RT11110

- (17) South 24 degrees 35 minutes 40 seconds West 145.92 feet to the northerly side of Mount Pleasant Avenue and point or place of BEGINNING.

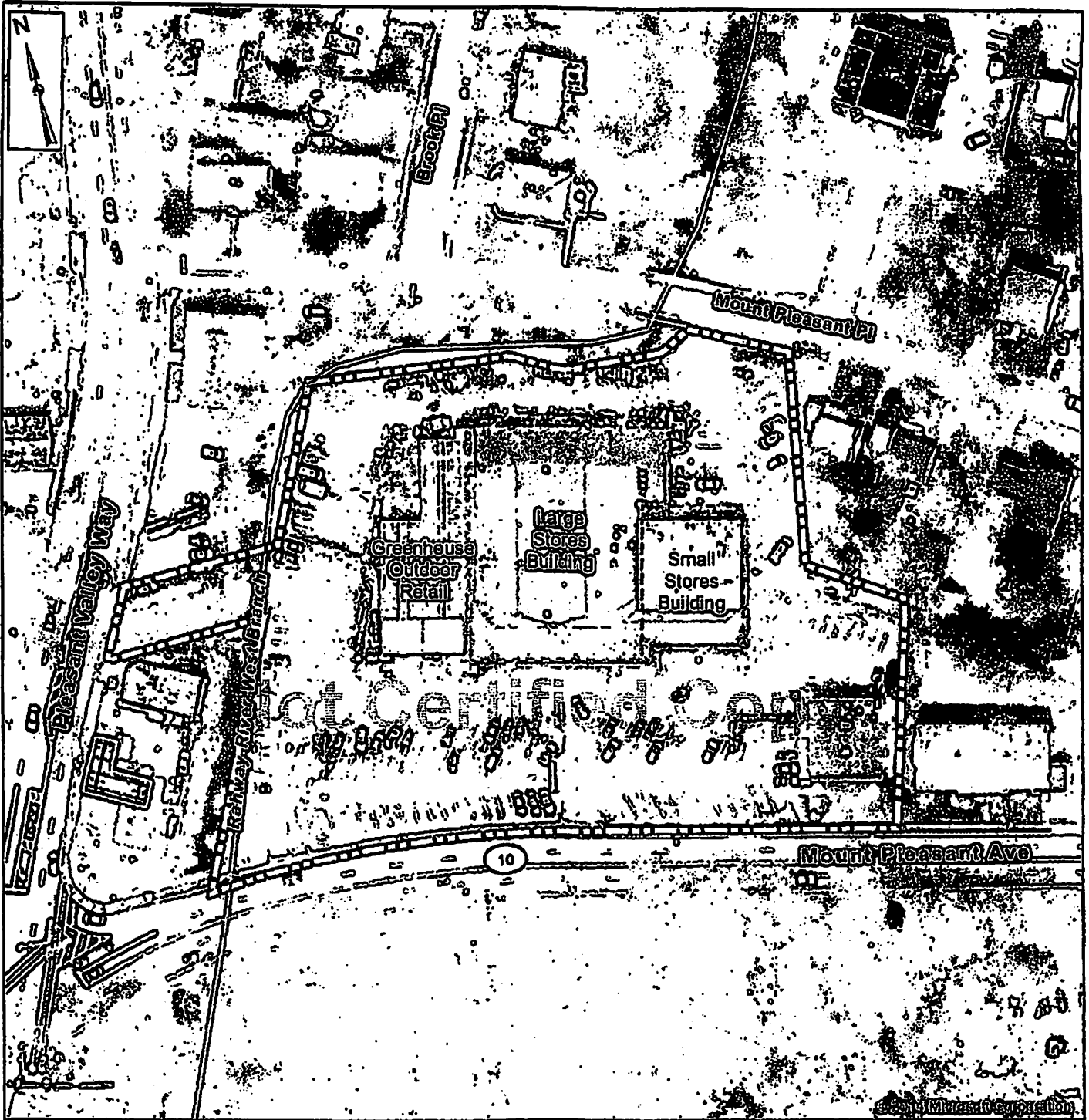
FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 5 in Block 157 on the Township of West Orange Tax Map.

COMMONLY known as: 457 Mt. Pleasant Avenue, West Orange, NJ.

The above description being in accordance with a survey prepared by Casey & Keller, Inc. dated April 2, 2001.

Not Certified Copy

NJRB 3-07 Effective: 02/15/07 Revised: 09/10/07
ORT Form 4308 A NJ
Schedule A - Legal Description continued
ALTA Title Insurance Commitment Adopted 06/17/06



100 50 0 100 Feet

Legend

Property Boundary



New Jersey
Quadrangle Location

BASE SOURCE: BING MAPS AERIAL

MARTY'S CLEANERS
451-471 MT. PLEASANT AVENUE
WEST ORANGE, NEW JERSEY

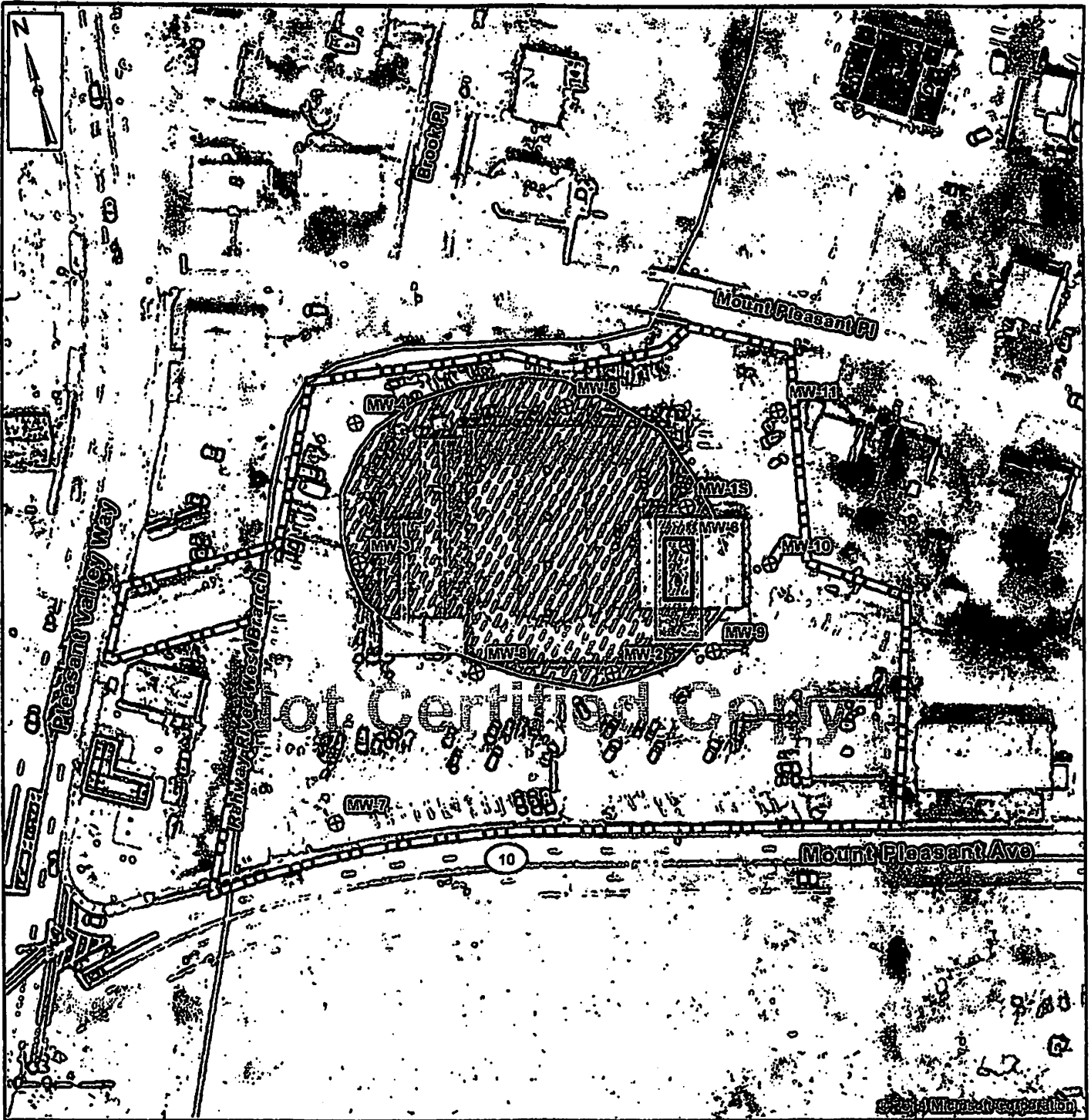
EXHIBIT A3
PROPERTY MAP



Prepared by:
LEGGETTE, BRASHEARS & GRAHAM, INC.
Professional Groundwater and Environmental Services
600 East Crescent Avenue, Suite 200
Upper Saddle River, New Jersey 07458
(201) 818-0700 www.lbgweb.com

FILE: G:\Marty\gled0141

DATE: 03/09/14
DRAWN BY: ZT CHECKED BY: AS EXHIBIT A3



100 50 0 100 Feet

Legend

- ⊕ Overburden Monitoring Well
- Proposed CEA Boundary
- Extent of Engineering Control
- ▨ Extent of Deed Restriction
- Site Boundary



New Jersey
Quadrangle Location

BASE SOURCE: BING MAPS AERIAL

MARTY'S CLEANERS
451-471 MT. PLEASANT AVENUE
WEST ORANGE, NEW JERSEY

EXHIBIT B1 IA
RESTRICTED AREA MAP



Prepared by:
LEGGETTE, BRASHEARS & GRAHAM, INC.
Professional Groundwater and Environmental Services
600 East Crescent Avenue, Suite 200
Upper Saddle River, New Jersey 07458
(201) 818-0700 www.lbgweb.com

FILE: G Wenygja00141

DRAWN BY: 27 CHECKED BY: AS Exhibit B1, IA

AS-BUILT DIAGRAM OF THE RETAIL CENTER

SCALE (FEET)
0 20 40

ENGINEERING CONTROL AREA
RESTRICTED AREA

WESTERN BUILDING

EASTERN, SMALL STORE BUILDING

DELI LEASEHOLD

NAIL SALON LEASEHOLD

DRY-CLEANING LEASEHOLD

LIQUOR STORE LEASEHOLD

RESTAURANT LEASEHOLD

CLOTHIER LEASEHOLD

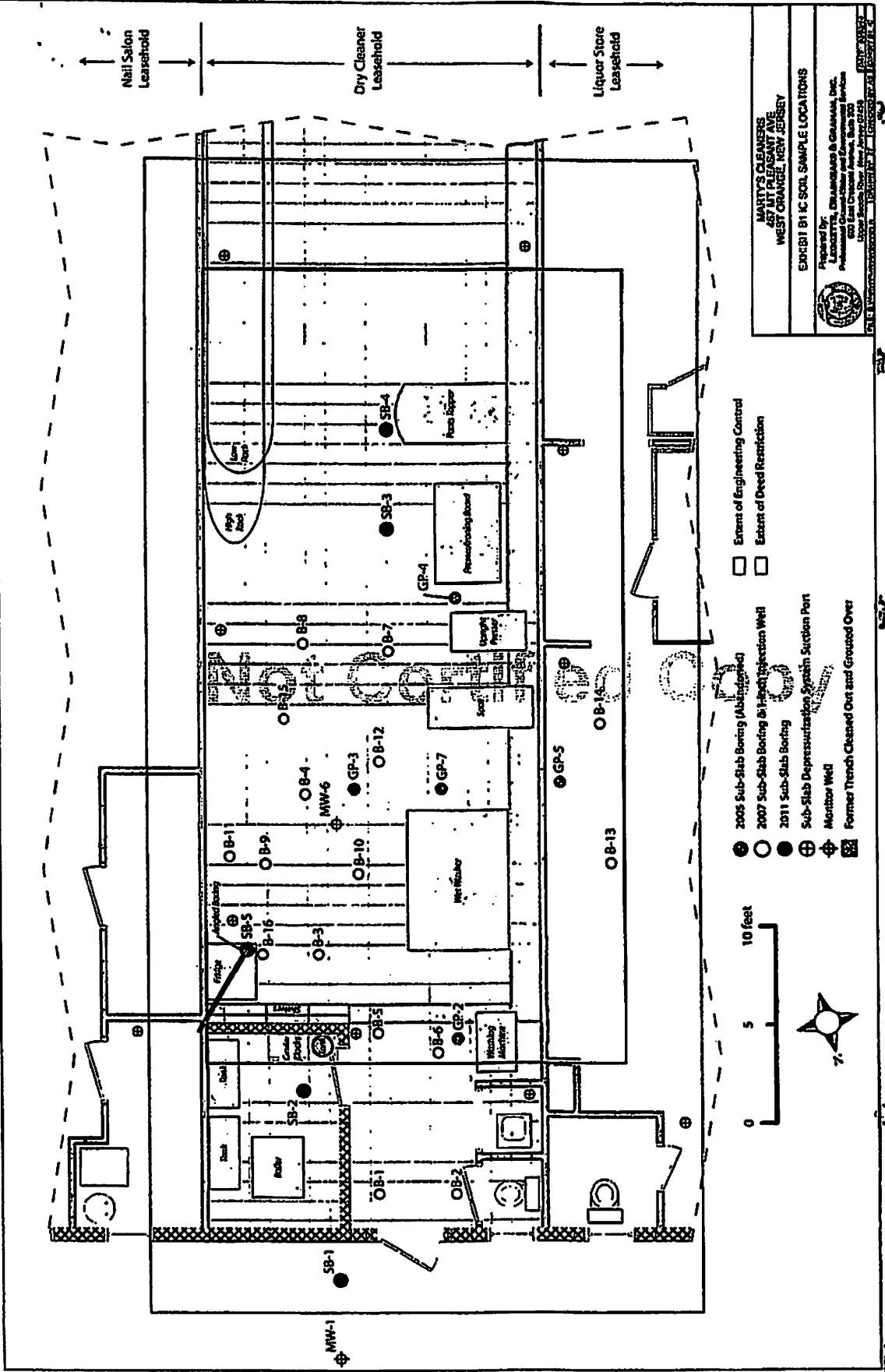
GARDEN STORE LEASEHOLD

CORRIDOR

UTILITY

Not Certified Copy

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Marty's Cleaners
451-471 Mt. Pleasant Ave.
West Orange, NJ
EXHIBIT B2
Restricted Area Data Table

Sample ID	Units	Depth	Date	PCB	YCB	ch-1,3-DCE	trans-1,3-DCE	o,p-Xylene	m-Xylene	Xylenes (total)	Methyl Acetate
GP-1	mg/kg	3-5.5'	11/16/2005	8.84	ND (0.050)	ND (0.028)	ND (0.042)	NA	NA	ND (0.062)	NA
GP-1	mg/kg	8.5-9'	11/16/2005	254	0.0588 J	ND (0.019)	ND (0.029)	NA	NA	ND (0.042)	NA
GP-3	mg/kg	2-2.5'	11/16/2005	9.36	ND (0.042)	ND (0.024)	ND (0.036)	NA	NA	ND (0.042)	NA
GP-3	mg/kg	5-5.5'	11/16/2005	5.66	ND (0.046)	ND (0.026)	ND (0.039)	NA	NA	ND (0.038)	NA
GP-4	mg/kg	2-2.5'	11/16/2005	0.892	ND (0.047)	ND (0.037)	ND (0.040)	NA	NA	ND (0.059)	NA
GP-4	mg/kg	2-2.5'	11/16/2005	3.32	ND (0.055)	ND (0.031)	ND (0.047)	NA	NA	ND (0.049)	NA
GP-15	mg/kg	8.5-9'	12/21/2005	ND (0.076)	ND (0.043)	ND (0.024)	ND (0.037)	NA	NA	ND (0.054)	NA
B-1	mg/kg	9.5'	10/1/2007	0.151 J	ND (0.030)	ND (0.016)	ND (0.032)	NA	NA	ND (0.024)	NA
B-2	mg/kg	7'	10/1/2007	2.94	0.57	0.261 J	ND (0.049)	NA	NA	ND (0.023)	NA
B-3	mg/kg	8'	10/1/2007	146	0.0621 J	ND (0.022)	ND (0.064)	NA	NA	ND (0.030)	NA
B-4	mg/kg	8'	10/1/2007	199	0.899 J	ND (0.018)	ND (0.031)	NA	NA	ND (0.024)	NA
B-5	mg/kg	5'	10/1/2007	14.6	ND (0.031)	ND (0.019)	ND (0.033)	NA	NA	ND (0.025)	NA
B-6	mg/kg	9'	10/1/2007	43.2	0.072 J	ND (0.019)	ND (0.035)	NA	NA	ND (0.026)	NA
B-7	mg/kg	6.5'	10/2/2007	343	0.210 J	ND (0.022)	ND (0.064)	NA	NA	ND (0.010)	NA
B-8	mg/kg	2.5'	10/2/2007	8.39	0.251 J	0.112 J	ND (0.049)	NA	NA	ND (0.023)	NA
B-9	mg/kg	2.5'	10/2/2007	3,506	2.89	0.064 J	ND (0.035)	NA	NA	ND (0.026)	NA
B-10	mg/kg	8.5'	10/2/2007	352	0.148 J	ND (0.020)	ND (0.038)	NA	NA	ND (0.027)	NA
B-11	mg/kg	6.75'	10/3/2007	0.152 J	ND (0.034)	ND (0.020)	ND (0.038)	NA	NA	ND (0.027)	NA
B-12	mg/kg	1.25'	10/3/2007	44.9	ND (0.031)	ND (0.018)	ND (0.032)	NA	NA	ND (0.025)	NA
B-13	mg/kg	8'	10/2/2007	7.01	ND (0.033)	ND (0.019)	ND (0.036)	NA	NA	ND (0.024)	NA
B-14	mg/kg	4'	10/2/2007	3.45	ND (0.037)	ND (0.022)	ND (0.064)	NA	NA	ND (0.030)	NA
B-15	mg/kg	2.5'	10/3/2007	1.55	ND (0.029)	ND (0.017)	ND (0.049)	NA	NA	ND (0.023)	NA
B-16	mg/kg	4.5'	10/3/2007	587	0.353 J	ND (0.024)	ND (0.069)	NA	NA	ND (0.032)	NA
MW-9	mg/kg	11-12'	7/28/2008	0.00082 J	ND (0.024)	ND (0.029)	ND (0.026)	NA	NA	0.00077 J	NA
MW-10	mg/kg	10-11.5'	7/28/2008	ND (0.046)	ND (0.029)	ND (0.036)	ND (0.031)	NA	NA	ND (0.030)	NA
SB-1	mg/kg	3.5'	1/13/2011	3.42	ND (0.026)	ND (0.012)	ND (0.022)	0.0735 J	0.0364 J	0.11	0.125 J
SB-1	mg/kg	7'	1/13/2011	0.307 J	ND (0.00049)	ND (0.00022)	ND (0.00042)	ND (0.00044)	ND (0.00044)	ND (0.00044)	ND (0.00077)
SB-1	mg/kg	10'	1/13/2011	0.0326	0.0043 J	0.00051 J	ND (0.00041)	ND (0.00043)	ND (0.00043)	ND (0.00043)	ND (0.00079)
SB-2	mg/kg	2'	1/13/2011	0.0077	ND (0.00048)	ND (0.00022)	ND (0.00041)	ND (0.00043)	ND (0.00043)	ND (0.00043)	ND (0.00075)
SB-2	mg/kg	6'	1/13/2011	0.0631	ND (0.00043)	ND (0.00034)	ND (0.00043)	ND (0.00047)	ND (0.00047)	ND (0.00047)	ND (0.00082)
SB-2	mg/kg	9'	1/13/2011	0.0459	ND (0.00050)	ND (0.00023)	ND (0.00043)	ND (0.00044)	ND (0.00044)	ND (0.00044)	ND (0.00078)
SB-3	mg/kg	2'	1/13/2011	4.85	1.02	0.172 J	0.0337 J	ND (0.026)	ND (0.026)	ND (0.026)	0.163 J
SB-3	mg/kg	7'	1/13/2011	0.0115	ND (0.00050)	ND (0.00023)	ND (0.00043)	ND (0.00044)	ND (0.00044)	ND (0.00044)	ND (0.00078)
SB-3	mg/kg	9'	1/13/2011	0.0074	ND (0.00049)	ND (0.00022)	ND (0.00042)	ND (0.00043)	ND (0.00043)	ND (0.00043)	ND (0.00076)
SB-4	mg/kg	2.5'	1/13/2011	28	0.70	0.0712 J	ND (0.025)	ND (0.027)	ND (0.027)	ND (0.027)	ND (0.047)
SB-4	mg/kg	7'	1/13/2011	0.0088	ND (0.00050)	ND (0.00023)	ND (0.00042)	ND (0.00044)	ND (0.00044)	ND (0.00044)	ND (0.00077)
SB-4	mg/kg	9.5'	1/13/2011	0.0136	ND (0.00047)	ND (0.00022)	ND (0.00040)	ND (0.00042)	ND (0.00042)	ND (0.00042)	ND (0.00074)
SB-5	mg/kg	3'	1/13/2011	41.9	0.0369 J	ND (0.012)	ND (0.023)	ND (0.024)	ND (0.024)	ND (0.024)	0.132 J
SB-5	mg/kg	4.5'	1/13/2011	168.4	1.64	0.166 J	ND (0.031)	ND (0.032)	ND (0.032)	ND (0.032)	0.175 J
SB-5	mg/kg	8'	1/13/2011	0.0392	ND (0.00049)	ND (0.00022)	ND (0.00043)	ND (0.00044)	ND (0.00044)	ND (0.00044)	ND (0.00077)
RJDRP Residential Soil Quality Standard	mg/kg	—	—	2	7	NS	NS	NS	NS	12,000	78,000
RJDRP Industrial Soil Quality Standard	mg/kg	—	—	5	20	560	710	NS	NS	170,000	NS

All results are in mg/kg.
J indicates an estimated value.
ND indicates a value below the detection limit (detection limit given in parentheses).
NA indicates that the substance was not analyzed for.
NS indicates that the value was not specified.

Leggett, Brashears, & Graham, Inc.

Exhibit C

Narrative Descriptions of the Institutional and Engineering Controls

This Deed Notice applies to an area in the eastern portion of the property where past dry-cleaning operations have impacted soil beneath the floor of the dry-cleaning leasehold. The affected area is approximately 3,128 square feet in area and includes a 900 square foot engineering control (the existing building concrete floor) - See Figure (13 or Exhibit B1). This Deed Notice will restrict access to the area with contamination above the NJDEP non-residential clean up standards through the use of the existing building concrete floor and institutional controls.

Engineering controls include an impermeable cap of concrete flooring (see As Built Site Plan presented as Exhibit B1). The Cap consists of at least two to three inches of sub-slab crushed stone, sand and gravel base/backfill overlain by a five to six inch thick unreinforced concrete floor slab. The area serves as the floor of a commercial dry-cleaning operation and the stock-room of a liquor store. The current land use is consistent with the restrictions in this Deed Notice.

All current and subsequent owners, operators and lessees will be advised of the conditions and provided copies of Deed Notice.

The Objective of these restrictions will be to prevent human exposure to the contaminants.

Monitoring of the institutional and engineering control will consist of a biennial inspection of the entire site, at a minimum, and an evaluation of the portion of the floor serving as the engineering control. The results of all inspections and maintenance of and any disturbances of the controls shall be documented in a dedicated logbook, which will be made available to the NJDEP upon request. These inspections and the record will be properly maintained and continue to be protective of public health and safety and the environment.

Maintenance will be conducted as necessary to continually maintain the integrity of the cap. The capped area will be routinely evaluated and maintained. All cracks, damage or wear shall be repaired.

Pursuant to N.J.S.A. 58:10B-13.1, monitoring for compliance and effectiveness of the institutional and engineering controls will be conducted and a certification submitted to the NJDEP every two years in writing that the institutional and engineering controls are being properly maintained and continue to be protective of human health and safety and the environment. This certification to the NJDEP will include a report of the specific activities performed during the site inspection to monitor the institutional and engineering controls. It will verify that the institutional and engineering controls continue to operate as designed and it will verify that the land use remains consistent with the restrictions in this Deed Notice. Any such certification shall include the information relied upon to determine that no changes have occurred.