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AGREEMENT

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 Falls 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 Falls should erect a breakaway barrier in Oval Road adjacent to the boundary line between Essex Falls and West Orange and that signs should be erected at the corner of Holston Lane and Oval Road indicating a dead end at said boundary line, and Essex Falls desires to install such fence and signs 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: [illegible] will also [illegible] the 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.

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.

Will execute the same.

By Mayor

TOWNSHIP OF WEST ORANGE

Attest:

Township Clerk

By:

Mayor

By Mayor

TOWNSHIP OF ESSEX FELLS

Attest:

Township Clerk

By:

Mayor

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Attest:

John M. G...
Secretary

WEST ESSEX DEVELOPERS, INC.

By: Leonard G. Wolf
President

Attest:

X R. P. Dische
Secretary

ESSEX FELLS COUNTRY CLUB

X By: Robert T. Jortel
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

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:

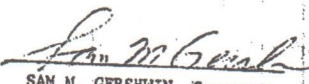
(a) this person is the Secretary of West Essex Developers, Inc. the corporation named in the attached document;

(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;

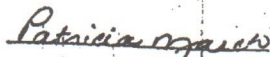
(c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;

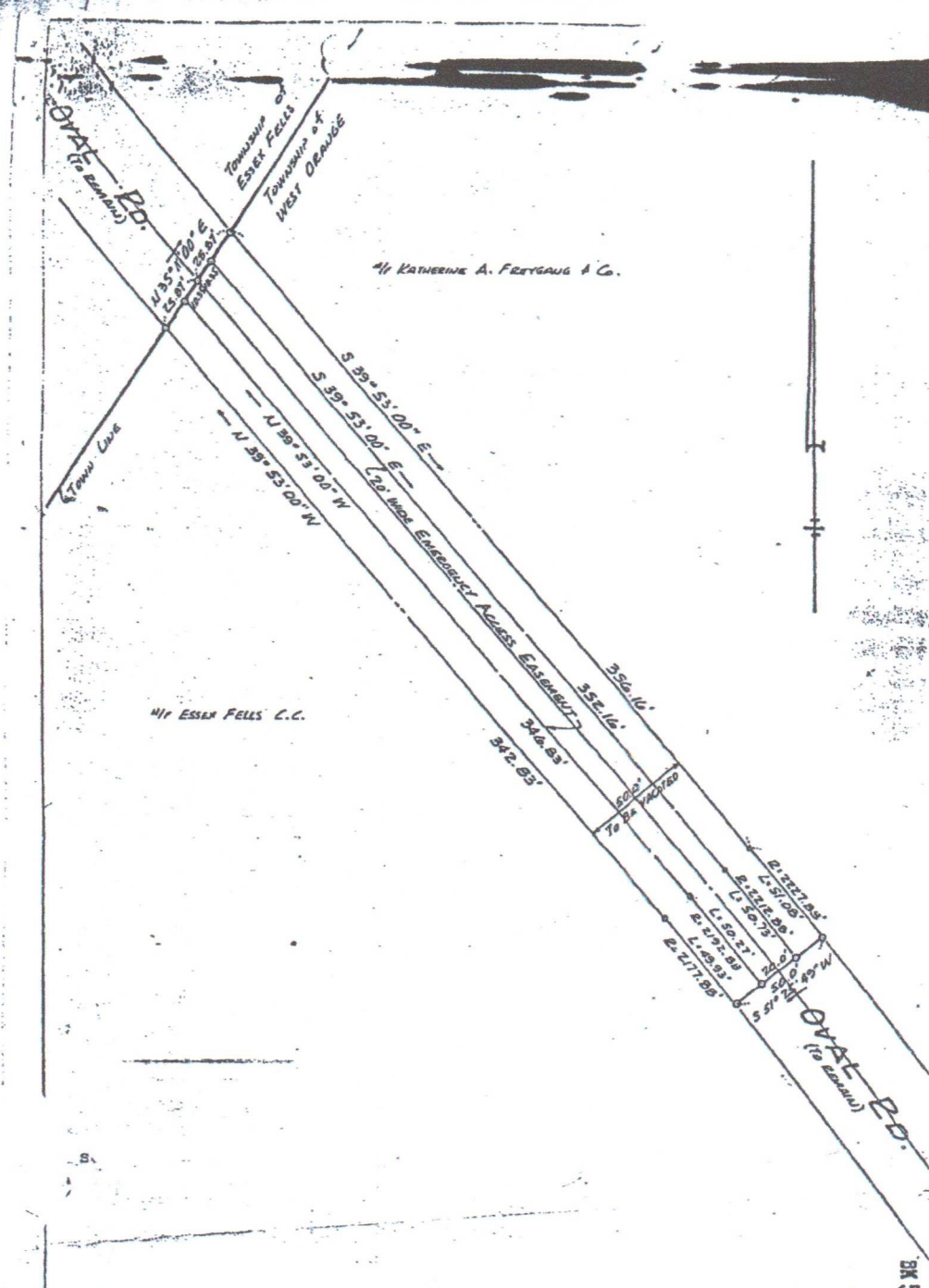
(d) this person knows the proper seal of the corporation which was affixed to this document; and

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


SAM M. GERSHWIN, Secretary

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


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



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

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

JAMES T. STEWART, Professional Engineer & Land Surveyor N. J. Lic. No. 1385
 CHARLES P. STEWART, Land Surveyor N. J. Lic. No. 1385

[Signature]

Field Book _____ Scale: 1" = 50'

Date DEC. 12, 1984

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THEODORE A. SCHWARTZ
CHARLES A. STANZIALE JR.
RONALD L. TOBA
KENT A. F. WEISERT
WARREN B. KASDAN
BEN H. BECKER
JOSEPH S. OBERHAGER
STEVEN R. WEINSTEIN
GARY S. ROSENSWEIG
DAVID R. SEDOTA
RAYMOND T. LYONS, JR.
JOSEPH M. CAMPSANO
FRANK S. CAMPSANO
ELIZABETH A. JOYCE
STEVEN T. SINGER
DONALD J. CRECCA
ROBERT S. MORAFF
OF COUNSEL
HAROLD LEIS

LAW OFFICES
SCHWARTZ, TOBIA & STANZIALE
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MEMBER OF NY BAR
MEMBER OF FLA. BAR
MEMBER OF D.C. BAR
MEMBER OF CAL. BAR
MEMBER OF COLO. BAR

April 22, 1987

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

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

Dear Mr. Bate:

I am enclosing herewith four original copies of the Oval Road Agreement between Essex Fels, 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

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

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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.

Very truly yours,

Robert T. Vostal

Robert T. Vostal
President

RTV:jm
Encl.

cc: D. O'Connor
Jim Stewart

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