

445133

DEED

This Deed is made on JUNE 27, 2001

BETWEEN

HIGHVIEW AT WEST ORANGE, L.L.C., A New Jersey Limited Liability Company

whose post office address is c/o BNE Associates, 16 Microlab Road, Suite A, Livingston, New Jersey 07039

referred to as the Grantor,
AND

THE TOWNSHIP OF WEST ORANGE

whose post office address is 66 Main Street, West Orange, New Jersey 07052

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property" described below to the Grantee. This transfer is made for the sum of \$ 1.00

The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A 46:15-1.1) Municipality of
Block No. 107 Lot No. 1.02 Account No.

☐ No property tax identification number is available on the date of this Deed. (Check box if applicable.)

3. Property. The Property consists of the land and all the buildings and structures on the land in the Township of West Orange County of Essex and State of New Jersey. The legal description is:

☒ Please see attached Legal Description annexed hereto and made a part hereof (check box if applicable).

Being a portion of the same premises conveyed by Crystal Lake Development Corp., a Delaware Corporation to the Grantors herein by Deed dated January 28, 1998 and recorded on January 30, 1998 in the Essex County Registrar's Office in Deed Book 5519, page 631, et. seq.

Subject to easements, restrictions of record and such state of facts as an accurate survey may disclose; including but not limited to those easements of record set forth in the Reciprocal Easement Agreement between the Grantor herein and the Offices at Crystal Lake, LLC, dated March 23, 2001 recorded March 28, 2001 in the Essex County Registrar's Office in Book 5760, page 256, et. seq.

This is a specific purpose deed wherein the Grantor grants to the Grantee the Property described herein in accordance with the purposes and subject to the restrictions set forth in the Developers Agreement by and between the Grantor and the Grantee dated November 25, 1997 and recorded in Book 5510 Page 072, et. seq. in the Essex County Registrars Office (the "Developers Agreement") only, and for no other purposes. The parties herein acknowledge that this is a limited grant. In the event the Property is not used by the Grantee for the purposes or in accordance with the restrictions as set forth in the Developers Agreement, the Property will automatically revert back to the Grantors herein. This covenant shall run with the land and shall be binding upon Grantees successors and/or assigns.

Prepared by: (print signer's name below signature)

(For Recorder's Use Only)

Stephen A. Geffner, Esq.

Consideration: 1.00
County: 0.50
State: 1.25
N.P.R.F.: 0.00
Realty Tax: 1.75
Fees: 54.00

Instr# 445133
Recorded/Filed LAM 1
07/03/2001 10:16:0 Bk 5809 Pg 502 #Pgs 19 HK
Essex County Register
Carole A. Graves

The street address of the Property is: ____ Boland Drive, West Orange, New Jersey

4. Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

5. Signatures. The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature).

Witnessed by: HIGHVIEW AT WEST ORANGE, LLC

Lawn Taylor

By:

Larry Pantner

Authorized Signator

STATE OF NEW JERSEY, COUNTY OF Essex SS.:
I CERTIFY that on June 27, 2001

LARRY PANTIRER

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

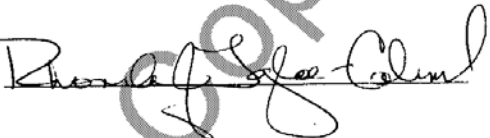
(a) was the maker of this Deed;

(b) executed this Deed as the authorized signator of Highview at West Orange, LLC

(c) made this Deed for \$1.00 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. 46:15-5.)

RECORD AND RETURN TO:

Richard D. Trenk, Esq.
200 Executive Drive, Suite 225
West Orange, N.J. 07052


RHONDA J. TAYLOE-CALINDA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MARCH 5, 2003

Not Certified Copy

EXHIBIT "A"
LEGAL DESCRIPTION

Commencing at the intersection of the Southerly line of Block 111, Lot 1, the Easterly line of Prospect Avenue, and the Northerly line of Block 107, Lot 1.01; thence,

- A) South 84°21'27" East, and a distance of 288.73 feet to the Point of Beginning; thence,
- 1) South 84°21'27" East and a distance of 242.51 feet to a point; thence,
- 2) South 42°52'55" West, a distance of 102.89 feet to a point; thence,
- 3) South 06°41'13" West, a distance of 145.99 feet to a point; thence,
- 4) South 65°16'22" West, a distance of 83.67 feet to a point; thence,
- 5) South 07°35'41" West, a distance of 114.50 feet to a point; thence,
- 6) South 31°39'24" West, a distance of 136.23 feet to a point; thence,
- 7) Northwesternly along a curve to the right having a radius of 140.00 feet, an arc length of 17.43 feet and a chord of North 45°07'51" West, 17.41 feet to a point; thence,
- 8) North 41°33'55" West, a distance of 25.42 feet to a point; thence,
- 9) Northwesternly along a curve to the right having a radius of 160.00 feet, an arc length of 10.06 feet, and a chord of North 39°45'50" West, 10.06 feet to a point; thence,
- 10) North 37°57'45" West, a distance of 210.78 feet to a point; thence,
- 11) Northwesternly along a curve to the right having a radius of 30.00 feet, and an arc length of 37.74 feet, and a chord of North 01°55'20" West, and 35.30 feet to a point; thence,
- 12) North 34°07'05" East, a distance of 58.43 feet to a point; thence,
- 13) Northeasterly along a curve to the right having a radius of 290.00 feet, an arc length of 25.70 feet and a chord of North 36°39'26" East, 25.69 feet to a point; thence,
- 14) North 39°11'46", a distance of 97.13 feet to a point; thence,
- 15) Northeasterly along a curve to the left having a radius of 310.00 feet, an arc length of 91.66 feet and a chord of North 30°43'31" East, 91.33 feet to a point; thence,
- 16) North 22°15'17" East, a distance of 48.92 feet to the Point and Place of Beginning.

Encompassing an area of 2.385 Acres.

This description is prepared in accordance with a plan prepared by Langan Engineering and Environmental Services, Inc., Elmwood Park, New Jersey, Job No. 14551, dated 2/23/98, last revised on 4/13/99, Drawing No. 05.01.

RECIPROCAL EASEMENT AGREEMENT

Grantors and Grantees: **HIGH VIEW AT WEST ORANGE, L.L.C.**
and
THE OFFICES AT CRYSTAL LAKE, LLC

Date: March 23, 2001

Record and return to:

William J. Adelson, esq.
Orloff, Lowenbach, Stifelman
& Siegel, P.A.
101 Eisenhower Parkway
Roseland, New Jersey 07068
(973) 622-6200

BR 5760 PG 256

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made and delivered on March 23, 2001

between:

HIGH VIEW AT WEST ORANGE, , L.L.C., a New Jersey limited liability company having an address c/o BNE Associates, 16 Microlab Road, Suite A, Livingston, New Jersey 07039 ("**High View**");

and:

THE OFFICES AT CRYSTAL LAKE, LLC, a New Jersey limited liability company having an address c/o BNE Associates, 16 Microlab Road, Suite A, Livingston, New Jersey 07039 ("**Offices**");

High View and Offices declare, covenant and agree as follows:

1. BACKGROUND.

1.1. High View and Offices are owners in fee of adjacent lots in the Township of West Orange, New Jersey, comprising the sites where the project known as "Crystal Lake" is to be constructed. Specifically:

1.1.1. High View owns, is the developer and the sponsor of the real property known as Lots 1.01, 1.02 and 1.04, Block 107 and more particularly described in attached *Exhibit A* (the "**High View Property**"), on which High View plans to construct 150 townhouses and a recreation area including a playhouse/amphitheater.

1.1.2. The real property known as Lots 1.01 and 1.04, Block 107 has been subjected to condominium ownership pursuant to the Master Deed of The Pointe at Crystal Lake, A Condominium, dated August 1, 2000 and recorded on September 13, 2000 in the Essex County Register's Office in Deed Book 5721 at page 391.

1.1.3. Offices owns the real property known as Lot 1.03, Block 107 and more particularly described in attached *Exhibit B* (the "**Office Property**"), on which Offices plans to construct a 100,000 square foot office building with associated parking.

1.2. High View and Offices acknowledge that the High View Property and the Office Property (each, a "**Parcel**" and collectively, the "**Entire Parcel**") are

being developed pursuant to a general plan of improvement, and they desire that the Entire Parcel be subject to and benefited by the easements, covenants, restrictions, encumbrances, rights and privileges set forth in this Agreement (individually, an "Easement", and collectively, the "Easements").

2. **CERTAIN DEFINITIONS.** In addition to terms defined in Section 1, the following terms shall have the meanings set forth below:

"Common Area Amenities": The sidewalks, walkways, open areas, access gates and other amenities and improvements from time to time installed which are intended for use in common by all or any Permittees and which are not reserved exclusively for the sole benefit of a specific Parcel.

"Common Parking Areas": Those portions of the Entire Parcel designated by the respective Owners, or required by applicable governmental approvals, from time to time, as motor vehicle parking and loading and unloading areas for the common use of Permittees in general, but excluding parking, loading and unloading areas within or immediately adjoining Parcel which are dedicated or reserved for the exclusive use of a specific Parcel or the residents or occupants of such Parcel or their guests.

"Drainage Facilities": The stormwater lines, storm drains, outfalls and other drainage structures located or installed from time to time in any part of the Entire Parcel for the collection and transport of stormwater runoff.

"Driveways": Those portions of the Entire Parcel on which driveways, curbcuts, entrance driveways, sidewalks, walkways and other internal points of ingress and egress are from time to time constructed, but excluding (i) roadways which have been dedicated to and accepted by any governmental authority as public roadways, and (ii) driveways and related improvements within the confines of a Parcel and serving exclusively a specific Parcel.

"Existing Easements": Any and all easement agreements of record in the Essex County Register's Office as of the date of this Agreement including, without limitation, the Access, Drainage and Pumping Station Easement Agreement between High View and Offices dated July 1, 2000 and recorded on September 13, 2000 in the Essex County Register's Office in Deed Book 5721 at page 367.

"Grantee": High View or the Offices, or any successor Owner to either of them, as the case may be, as grantee of an Easement benefiting such Grantee's Property.

"Grantee's Property": The portion of the Entire Parcel owned by the Grantee.

"Grantor": High View or Offices, or any successor Owner to either of them, as the case may be, as grantor of an Easement burdening such Grantor's Property.

"Grantor's Property": The portion of the Entire Parcel owned by the Grantor.

"Owner": The Person(s) holding record fee title to any portion of the Entire Parcel.

"Permittees": Members, officers, directors, employees, agents, contractors, subcontractors, lessees, sublessees, occupants, patrons, visitors, licensees, invitees and representatives of any Owner and to the extent that any of the Common Areas shall be open to or available for use by other Persons, including members of the general public, such other Persons.

"Person": Any individual, partnership, limited liability company, corporation, trust or other entity.

"Utility Lines": Sanitary sewer lines, water lines, gas lines, electric power lines, telephone, cable television and other telecommunications lines, pump and switching stations, transformers and other utility lines or utility structures, whether above or below ground, which may be located from time to time in any part of the Entire Parcel for the purpose of supplying utilities to a Parcel or Common Area Amenities, including outdoor lighting for Driveways or roadways, but excluding such lines, stations and other structures located wholly within the confines of a Parcel that serve exclusively a specific Parcel.

3. GRANT OF RECIPROCAL EASEMENTS. In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration whose receipt is acknowledged by each party, High View and Offices grant to each other the respective Easements described below, in each case in common with the Grantor:

3.1. Access Easement. High View (with respect to the High View Property) and Offices (with respect to the Office Property) grant to each other, for the benefit of the Grantee and Permittees, as applicable, a perpetual, nonexclusive Easement to use the Driveways located on the Grantor's Property as necessary for the purpose of ingress and egress to and from any of the Common Area Amenities, any Parcel or any other portion of the Entire Parcel. No party shall construct, erect or maintain any barrier or obstruction across any of the Driveways which would improperly impede or interfere with the exercise of the Easements granted pursuant to this Section 3.1, except for (i) temporary safety fencing during construction as permitted by Section 3.2, (ii) any temporary barrier used (with reasonable prior written notice) in order to avoid the possibility of dedicating or creating prescriptive rights in any Driveway or other part of

the Common Areas for public use, and (iii) speed bumps and other appropriate or legally mandated traffic control or safety devices.

3.2. Temporary Construction Easements. High View (with respect to the High View Property) and Offices (with respect to the Offices Property) grant to each other, for the benefit of the Grantee and Permittees, a temporary nonexclusive Easement to use the Driveways and other Common Areas located on the Grantor's Property for the purpose of ingress and egress over and across such areas to and from the Parcels, staging of vehicles, the erection of safety fencing and the like, in connection with the construction of the building(s) and related improvements on the Grantee's Property, provided that the Easements granted pursuant to this Section 3.2 shall terminate upon the completion of construction of each of the buildings.

3.3. Parking Easements. High View (with respect to the High View Property) and Offices (with respect to the Offices Property) grant to each other, for the benefit of the Grantee and Permittees, as applicable, a perpetual, nonexclusive Easement to use the Common Parking Areas located on the Grantor's Property for passenger vehicle parking.

3.4. Utility and Drainage Easements. High View (with respect to the High View Property) and Offices (with respect to the Office Property) grant to each other, for the benefit of the Grantee and Permittees, a perpetual, nonexclusive Easement to use the unimproved areas located on the Grantor's Property for the installation, connection, use, operation, maintenance, repair or replacement, inspection and removal (including excavation) of Utility Lines and Drainage Facilities necessary for the orderly development and operation of the Common Area Amenities, the Common Parking Area and the building(s) to be erected upon the Parcels and to comply with any requirements of governmental or private utility authorities having jurisdiction, including the right to drain storm water from the Grantee's Property through the Drainage Facilities on the Grantor's Property; provided such activities do not interfere with the development of the Grantor's Property for the intended use.

3.5. Common Area Amenities Easements. High View (with respect to the High View Property) and Offices (with respect to the Office Property) grant to each other, for the benefit of the Grantee and Permittees, as applicable, a perpetual, nonexclusive Easement to use and enjoy the Common Area Amenities for their intended purposes.

3.6. Rules and Regulations. Nothing contained in this Agreement shall be deemed to prevent the Owners from establishing reasonable rules and regulations with respect to the use or exercise of any Easement affecting the Grantor's Property.

4. MAINTENANCE; COST ALLOCATIONS. Except as may be otherwise provided for in any Existing Easements, this Agreement or in a written

maintenance or other agreement from time to time in effect between the Owners or any of them:

4.1. High View and Offices (and their respective successors and assigns) shall each maintain the portion of the Common Area Amenities, the Common Parking Areas and the Drainage Facilities located on their respective Parcels, including making any necessary repairs or replacements and providing snow removal and landscaping services.

4.2. The costs incurred by an Owner in maintaining the Common Area Amenities, the Common Parking Areas and the Drainage Facilities on its Parcels shall be equitably allocated among all Owners having the right to use such Common Area Amenities, Common Parking Areas or Driveways, based on such formula or other allocation mechanism as shall be agreed upon by them from time to time; and, failing such agreement, the allocation shall be determined by arbitration in accordance with the construction industry guidelines of the American Arbitration Association or such other arbitration or dispute resolution protocol as shall be selected by agreement of all of the parties to the arbitration.

5. MISCELLANEOUS.

5.1. **Subordination by Mortgagees.** The Easements shall be superior and paramount to any mortgage, ground lease or other encumbrance affecting the Entire Parcel, or any part of the Entire Parcel, now or in the future. High View and Offices each shall use their reasonable efforts to obtain a subordination agreement in recordable form from each future mortgagee or ground lessee of the High View Property and the Office Property, respectively, confirming that (i) each such mortgagee or ground lessee shall not disturb the Grantees in the exercise of their rights under this Agreement, and (ii) the mortgage or leasehold estate so held is subject and subordinate to the Easements granted in this Agreement; but no failure to obtain a subordination agreement shall affect the paramount status of the Easements or their superiority to any such mortgagee's or ground lessee's interest.

5.2. **Insurance.** Each Grantor shall maintain commercial general liability insurance, with coverage limits not less than those maintained by prudent landlords or property owners similarly situated, covering personal injury or property damage resulting or arising from or in connection with the use of the Grantor's Property.

5.3. **Conflicting Provision.** If and to the extent any of the terms or conditions of this Agreement conflict or are inconsistent with the terms or conditions of any Existing Easement, the terms and conditions of such Existing Easement shall govern and control.

6. BINDING EFFECT; ENFORCEMENT AND REMEDIES;

DURATION. The Easements are for the benefit of the respective Parcels and shall run with the Parcels for the benefit of the respective Grantees and their successors and assigns, and shall burden the respective Grantors' Parcels and shall be binding upon the respective Grantors and their successors and assigns; provided that only the Owners and any of their respective mortgagees shall have the right to enforce the Easements. The Owners expressly reserve the right to amend, modify or release any of the Easements or any of the provisions of this Agreement, and when recorded in the office where this Agreement has been recorded, any such amendment, modification or release shall be effective and binding on the Parcels, Permittees and any other Person having an interest. No breach of the provisions of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies that any party may have under this Agreement, at law or in equity, by reason of any breach of any provision of this Agreement. No breach of a provision of this Agreement shall defeat or render invalid the lien of any mortgage covering any part of the Entire Parcel, but this Agreement shall be binding upon and effective against any Owner whose title is acquired by foreclosure, trustee's sale or tax sale, or any grantee by deed in lieu of foreclosure or trustee's sale. Except as provided in Section 3.2 with respect to temporary construction Easements, the Easements shall be covenants of perpetual duration and shall run with and respectively burden and benefit the Parcels.

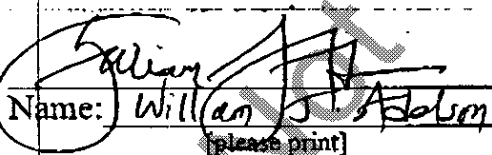
Witnessed by:

HIGH VIEW AT WEST ORANGE, L.L.C.

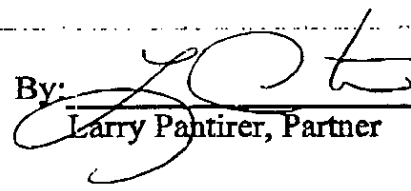
By: BNES ASSOCIATES, III, Member

By: BNE Associates, Partner

Name:


William J. Adelman
[please print]

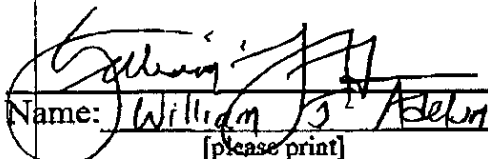
By:


Larry Pantirer, Partner

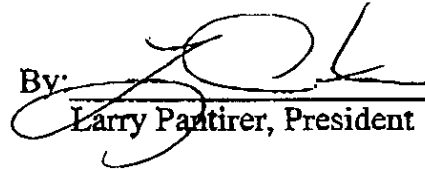
Witnessed by:

THE OFFICES AT CRYSTAL LAKE LLC

Name:


William J. Adelman
[please print]

By:


Larry Pantirer, President

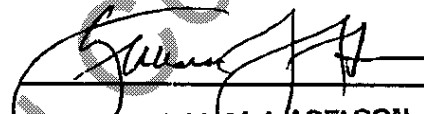
ACKNOWLEDGMENT

STATE OF NEW JERSEY:

: SS.:

COUNTY OF *MIDDLESEX* :

I CERTIFY that on March 23, 2001, Larry Pantirer, in his capacity as a partner of BNE Associates, itself a partner of BNES Associates III, and as such an authorized signatory of High View at West Orange, L.L.C. (the "Company"), personally came before me and stated to my satisfaction that he was duly authorized to and did execute this Agreement on behalf of the Company for the stated consideration.


WILLIAM J. ADELSON
An Attorney At Law of New Jersey**ACKNOWLEDGMENT**

STATE OF NEW JERSEY:

: SS.:

COUNTY OF *MIDDLESEX* :

I CERTIFY that on March 23, 2001, Larry Pantirer in his capacity as the President of The Offices at Crystal Lake, LLC (the "Company"), personally came before me and stated to my satisfaction that he was duly authorized to and did execute this Agreement on behalf of the Company for the stated consideration.

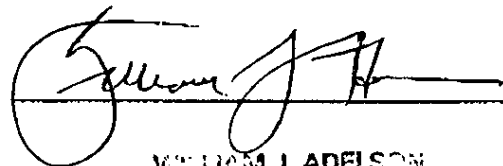

WILLIAM J. ADELSON
An Attorney At Law of New Jersey

EXHIBIT B

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

SEE ATTACHED DESCRIPTION

Being known and designated as Proposed Lot 1.03 as shown on a map entitled "High View at West Orange Block 107 Lots 2, 3 and 4, West Orange, Essex County, New Jersey" dated 2/23/98 and revised to 4/13/99 and filed on May 11, 1999 in the Essex County Register's Office as Map No. 4028.

TOGETHER WITH the nonexclusive right of access by way of ingress and egress to and from Prospect Avenue.

NOTE: Being Lot(s) 1.03, Block 107, Tax Map of the Township of West Orange, County of Essex.

Not Certified Copy

**WRITTEN DESCRIPTION
PROPOSED BLOCK 107 LOT 1.03
HIGH VIEW
WEST ORANGE, ESSEX COUNTY
NEW JERSEY**

Commencing and beginning at the intersection of the southerly line of Block 107, Lot 1.01, the easterly line of Prospect Avenue and the northerly line of Block 107, Lot 1.03, thence,

1. Southerly on a curve left, having an arc distance of 28.67 feet, a radius of 23.00 feet and a central angle of $71^{\circ}25'18''$ and being subtended by a chord which bears South $38^{\circ}57'10''$ East 26.85 feet; thence
2. South $74^{\circ}39'49''$ East, a distance of 42.21 feet; thence
3. South $74^{\circ}39'49''$ East, a distance of 69.05 feet; thence
4. North $18^{\circ}43'54''$ East, a distance of 188.76 feet; thence
5. Southerly along a curve to the left, having an arc distance of 124.32 feet, a radius of 55.00 feet and a central angle of $129^{\circ}30'26''$ and being subtended by a chord which bears South $47^{\circ}23'38''$ East 99.49 feet; thence
6. South $37^{\circ}57'45''$ East, a distance of 210.57 feet; thence
7. Southeasterly along a curve to the left, having an arc distance of 13.20 feet, a radius of 210.00 feet and a central angle of $3^{\circ}36'09''$ and being subtended by a chord which bears South $39^{\circ}45'50''$ East 13.20 feet; thence
8. South $41^{\circ}33'55''$ East, a distance of 66.50 feet; thence
9. Southeasterly along a curve to the left, having an arc distance of 27.33 feet, a radius of 210.00 feet and a central angle of $7^{\circ}27'24''$ and being subtended by a chord which bears South $45^{\circ}17'37''$ East 27.31 feet; thence
10. South $49^{\circ}01'20''$ East, a distance of 78.93 feet; thence
11. Southeasterly and Southerly along a curve to the right, having an arc distance of 61.94 feet, a radius of 65.00 feet and a central angle of $54^{\circ}36'06''$ and being subtended by a chord which bears South $21^{\circ}43'16''$ East 59.63 feet; thence
12. South $05^{\circ}34'47''$ West, a distance of 203.41 feet; thence
13. Southerly along a curve to the left, having an arc distance of 59.82 feet, a radius of 310.00 feet and a central angle of $11^{\circ}03'22''$ and being subtended by a chord which bears South $00^{\circ}03'06''$ West 59.73 feet; thence

14. South $05^{\circ}28'35''$ East, a distance of 7.77 feet; thence
15. South $41^{\circ}07'22''$ West, a distance of 331.49 feet; thence
16. North $74^{\circ}15'59''$ West, a distance of 123.31 feet; thence
17. South $35^{\circ}54'02''$ West, a distance of 50.00 feet; thence
18. North $54^{\circ}05'58''$ West, a distance of 49.65 feet; thence
19. Northerly along a curve to the right, having an arc distance of 225.41 feet, a radius of 285.00 feet and a central angle of $45^{\circ}19'00''$ and being subtended by a chord which bears North $31^{\circ}26'28''$ West 219.58 feet; thence
20. North $08^{\circ}46'58''$ West, a distance of 336.28 feet; thence
21. Northerly along a curve to the right, having an arc distance of 142.92 feet, a radius of 270.00 feet and a central angle of $30^{\circ}19'40''$ and being subtended by a chord which bears North $06^{\circ}22'50''$ East 141.25 feet; thence
22. North $21^{\circ}32'32''$ East, a distance of 92.49 feet; thence
23. North $78^{\circ}31'20''$ West, a distance of 8.13 feet; thence
24. North $11^{\circ}28'40''$ East, a distance of 41.90 feet, to the Point of Beginning.

Encompassing an area of 8.693 Acres.

The above is in accordance with a plan prepared by "Langan Engineering and Environmental Services, Inc., Elmwood Park, New Jersey, titled, "High View at West Orange, Major Subdivision, Drawing No. 05.01, Revised 4-13-99." and the Boundary Survey dated 3-14-01, last revised on or about 3-23-01 prepared by Langan Engineering and Environmental Services, Inc.

EXHIBIT A

DESCRIPTION BLOCK 107, LOT 1.04 WEST ORANGE, ESSEX COUNTY, NEW JERSEY

Commencing at the intersection of the easterly line of Prospect Avenue, the northerly line of Eagle Ridge Drive and the westerly line of Block 107, Lot 4; thence,

- A. South $11^{\circ}28'40''$ west, a distance of 41.90 feet; thence,
- B. South $78^{\circ}31'20''$ east, a distance of 8.13 feet; thence,
- C. North $21^{\circ}32'32''$ east, a distance of 92.49 feet; thence,
- D. Southwesterly along a curve to the left, having an arc distance of 142.92 feet, radius of 270.00 feet and a central angle of $30^{\circ}19'40''$ and being subtended by a chord which bears South $06^{\circ}22'50''$ west, 141.25 feet; thence,
- E. North $08^{\circ}46'58''$ west, a distance of 336.28 feet; thence,
- F. Southwesterly along a curve to the left, having an arc distance of 225.41 feet, radius of 285.00 feet and a central angle of $45^{\circ}19'00''$ and being subtended by a chord which bears South $31^{\circ}26'28''$ east, 219.58 feet; and running thence,
- G. South $54^{\circ}05'58''$ East, a distance of 49.65 feet; to the point of beginning and running thence;

- 1. North $35^{\circ}54'02''$ East, a distance of 50.00 feet; thence,
- 2. South $74^{\circ}16'00''$ East, a distance of 123.31 feet; thence,
- 3. North $41^{\circ}07'22''$ East, a distance of 331.49 feet; thence,
- 4. North $05^{\circ}28'35''$ West, a distance of 7.77 feet; thence,
- 5. Northerly along a curve to the right, having an arc distance of 59.82 feet, a radius of 310.00 feet and a central angle of $11^{\circ}03'22''$ and being subtended by a chord which bears North $00^{\circ}03'04''$ East 59.73 feet; thence,
- 6. North $05^{\circ}34'47''$ East, a distance of 203.41 feet; thence,
- 7. Northwesterly along a curve to the left, having an arc distance of 61.94 feet, a radius of 65.00 feet and a central angle of $54^{\circ}36'05''$ and being subtended by a chord which bears North $21^{\circ}43'16''$ West 59.63 feet; thence,
- 8. North $49^{\circ}01'20''$ West, a distance of 78.93 feet; thence,
- 9. Northwesterly along a curve to the right, having an arc distance of 27.33 feet, a radius of 210.00 feet and a central angle of $7^{\circ}27'25''$ and being subtended by a chord which bears North $45^{\circ}17'37''$ West 27.31 feet; thence,
- 10. North $41^{\circ}33'56''$ West, a distance of 66.50 feet; thence,
- 11. Northwesterly along a curve to the right, having an arc distance of 13.20 feet, a radius of 210.00 feet and a central angle of $3^{\circ}36'10''$ and being subtended by a chord which bears North $39^{\circ}45'50''$ West 13.20 feet; thence,
- 12. North $37^{\circ}57'45''$ West, a distance of 210.57 feet; thence,

DESCRIPTION
BLOCK 107, LOT 1.04
WEST ORANGE, ESSEX COUNTY, NEW JERSEY

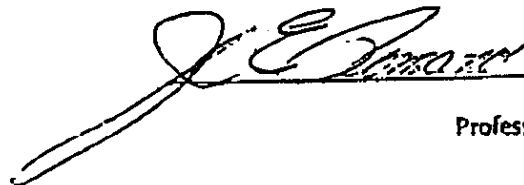
13. Northerly along a curve to the left, having an arc distance of 57.00 feet, a radius of 55.00 feet and a central angle of $59^{\circ}22'52''$ and being subtended by a chord which bears North $38^{\circ}09'45''$ East 54.48 feet; thence,
14. Northeasterly along a curve to the right, having an arc distance of 24.45 feet, a radius of 30.00 feet and a central angle of $46^{\circ}42'12''$ and being subtended by a chord which bears North $10^{\circ}45'59''$ East 23.78 feet; thence,
15. North $34^{\circ}07'05''$ East, a distance of 58.43 feet; thence,
16. Northeasterly along a curve to the right, having an arc distance of 25.70 feet, a radius of 290.00 feet and a central angle of $5^{\circ}04'40''$ and being subtended by a chord which bears North $36^{\circ}39'26''$ East 25.69 feet; thence,
17. North $39^{\circ}11'46''$ East, a distance of 97.31 feet; thence,
18. Northerly along a curve to the left, having an arc distance of 91.66 feet, a radius of 310.00 feet and a central angle of $16^{\circ}56'29''$ and being subtended by a chord which bears North $30^{\circ}43'31''$ East 91.33 feet; thence,
19. North $22^{\circ}15'17''$ East, a distance of 48.92 feet; thence,
20. South $84^{\circ}21'32''$ East, a distance of 242.51 feet; thence,
21. South $42^{\circ}52'55''$ West, a distance of 102.89 feet; thence,
22. South $06^{\circ}41'13''$ West, a distance of 145.99 feet; thence,
23. South $65^{\circ}16'22''$ West, a distance of 83.67 feet; thence,
24. South $07^{\circ}35'41''$ West, a distance of 151.33 feet; thence,
25. South $65^{\circ}33'22''$ East, a distance of 96.66 feet; thence,
26. North $41^{\circ}29'47''$ East, a distance of 347.13 feet; thence,
27. North $59^{\circ}53'11''$ East, a distance of 289.01 feet; thence,
28. South $75^{\circ}39'18''$ East, a distance of 106.41 feet; thence,
29. South $28^{\circ}25'05''$ West, a distance of 246.35 feet; thence,
30. South $66^{\circ}11'04''$ East, a distance of 669.91 feet; thence,
31. Southerly along a curve to the left, having an arc distance of 279.49 feet, a radius of 1200.00 feet and a central angle of $13^{\circ}20'41''$ and being subtended by a chord which bears South $25^{\circ}18'37''$ West 278.86 feet; thence,
32. Southwesterly along a curve to the right, having an arc distance of 360.00 feet, a radius of 1200.00 feet and a central angle of $17^{\circ}11'19''$ and being subtended by a chord which bears South $27^{\circ}13'56''$ West 358.65 feet; thence,
33. South $35^{\circ}49'36''$ West, a distance of 80.00 feet; thence,
34. Southerly along a curve to the left, having an arc distance of 435.28 feet, a radius of 1200.00 feet and a central angle of $20^{\circ}47'00''$ and being subtended by a chord which bears South $25^{\circ}26'06''$ West 432.90 feet; thence,
35. South $15^{\circ}02'36''$ West, a distance of 168.00 feet; thence,

**DESCRIPTION
BLOCK 107, LOT 1.04
WEST ORANGE, ESSEX COUNTY, NEW JERSEY**

36. Southernly along a curve to the right, having an arc distance of 95.79 feet, a radius of 1200.00 feet and a central angle of $4^{\circ}34'24''$ and being subtended by a chord which bears South $17^{\circ}19'49''$ West 95.76 feet; thence,
37. North $60^{\circ}10'04''$ West, a distance of 387.02 feet; thence,
38. South $20^{\circ}13'46''$ West, a distance of 277.63 feet; thence,
39. South $77^{\circ}14'04''$ East, a distance of 102.55 feet; thence,
40. Southeasterly along a curve to the right, having an arc distance of 208.51 feet, a radius of 700.00 feet and a central angle of $17^{\circ}04'00''$ and being subtended by a chord which bears South $68^{\circ}42'04''$ East 207.74 feet; thence,
41. South $60^{\circ}10'04''$ East, a distance of 56.26 feet; thence,
42. Southwesterly along a curve to the right, having an arc distance of 279.40 feet, a radius of 1200.00 feet and a central angle of $13^{\circ}20'25''$ and being subtended by a chord which bears South $36^{\circ}29'15''$ West 278.77 feet; thence,
43. South $43^{\circ}08'33''$ West, a distance of 84.43 feet; thence,
44. Southwesterly along a curve to the left, having an arc distance of 36.68 feet, a radius of 800.00 feet and a central angle of $2^{\circ}37'38''$ and being subtended by a chord which bears South $41^{\circ}49'44''$ West 36.68 feet; thence,
45. North $12^{\circ}56'44''$ West, a distance of 159.99 feet; thence,
46. North $20^{\circ}31'00''$ West, a distance of 164.10 feet; thence,
47. North $23^{\circ}58'54''$ West, a distance of 273.07 feet; thence,
48. North $35^{\circ}41'57''$ West, a distance of 169.91 feet; thence,
49. North $40^{\circ}13'52''$ West, a distance of 157.25 feet; thence,
50. North $41^{\circ}11'34''$ West, a distance of 426.29 feet; thence,
51. North $35^{\circ}54'02''$ East, a distance of 53.29, thence,
52. South $54^{\circ}05'58''$ East, a distance of 49.65 feet to the point of beginning.

Encompassing an area of 37.016 Acres.

The above description in accordance with a drawing prepared by Langan Engineering and Environmental Services, Inc. titled "Major Subdivision Plan" Drawing No. 05.01 dated 2/23/98 last revised 12/23/98, filed on the 11th day of May 1999 as Filed Map # 4028, 4029, 4030 records of Essex County.


Joseph Romano
Professional Land Surveyor
NJ License 36273

**DESCRIPTION
BLOCK 107, LOT 1.01
WEST ORANGE, ESSEX COUNTY, NEW JERSEY**

Commencing at the Point of Beginning; said point being the intersection of Block 111, Lot 1 and Block 107, Lot 1.01 and the Easterly sideline of Prospect Avenue and running thence;

1. South $84^{\circ}21'28''$ East, a distance of 160.67 feet; thence,
2. Southwesterly along a curve to the right, having an arc distance of 120.65 feet, a radius of 105.00 feet and a central angle of $65^{\circ}50'03''$ and being subtended by a chord which bears South $04^{\circ}16'20''$ West 114.12 feet; thence,
3. South $37^{\circ}11'22''$ West, a distance of 159.73 feet; thence,
4. Southerly along a curve to the left, having an arc distance of 70.89 feet, a radius of 55.00 feet and a central angle of $73^{\circ}50'40''$ and being subtended by a chord which bears South $54^{\circ}16'53''$ West 66.08 feet; thence,
5. South $18^{\circ}43'54''$ West, a distance of 188.76 feet; thence,
6. North $74^{\circ}39'49''$ West, a distance of 69.05 feet; thence,
7. North $74^{\circ}39'49''$ West, a distance of 42.21 feet; thence,
8. Northerly along a curve to the right, having an arc distance of 28.67 feet, a radius of 23.00 feet and a central angle of $71^{\circ}25'18''$ and being subtended by a chord which bears North $38^{\circ}57'10''$ West 26.85 feet; thence,
9. North $11^{\circ}28'40''$ East, a distance of 10.94 feet; thence,
10. Northeasterly along a curve to the right, having an arc distance of 280.26 feet, a radius of 2393.00 feet and a central angle of $6^{\circ}42'37''$ and being subtended by a chord which bears North $19^{\circ}54'56''$ East 280.10 feet; thence,
11. Northeasterly along a curve to the right, having an arc distance of 173.12 feet, a radius of 753.00 feet and a central angle of $13^{\circ}10'22''$ and being subtended by a chord which bears North $29^{\circ}51'26''$ East 172.74 feet; thence,

Encompassing an area of 1.855 acres.

The above description in accordance with a drawing prepared by Langan Engineering and Environmental Services, Inc. titled "Major Subdivision Plan" Drawing No. 05.01 dated 2/23/98 last revised 12/23/98, filed on the 11th day of May 1999 as Filed Map # 4028, 4029, 4030 records of Essex County.


5-18-00
Joseph Romano
Professional Land Surveyor
NJ License 36273