

Exhibit “A”

DEED

Prepared By:

Harry H. Clayton IV, Esq.

This Deed is made on _____, 201__.

BETWEEN

2017 EAGLE ROCK WEST ORANGE LLC, a New Jersey limited liability company, whose address is 194 Mount Airy Road, Basking Ridge, New Jersey 07920, referred to as the “Grantor”,

AND

TOWNSHIP OF WEST ORANGE, a municipality, whose 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 Ten and 00/100 Dollars (\$10.00). The Grantor acknowledges receipt of this money.
2. **Tax Map Reference.** (N.J.S.A. 46:26A-3) Township of West Orange, Block 176, Lot ____.
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 Schedule A attached hereto and made a part hereof.

The property is being conveyed subject to an easement in favor of the Grantor, as the owner of the adjacent property designated as Block 176, Lot __ on the tax maps of the Township of West Orange, Grantor’s successors and assigns, and occupants and invitees of the adjacent Block 176, Lot __, for two way ingress and egress between the adjacent Block 176, Lot __ and Haller Road. Grantee shall at all times maintain sufficient access points and drive aisles on property conveyed hereunder in order to permit passenger vehicles two way ingress and egress between Block 176, Lot __ and Haller Road. Any modification to the access points and drive aisles on property conveyed hereunder shall require the prior written consent of the owner of Block 176, Lot __. The terms and conditions of the easement reserved hereunder shall run with land, and bind, benefit and burden, as the case may be, the successors and assigns of Grantor and Grantee.

Being a portion of the property [describe subdivision instrument]

Being a portion of the property conveyed to Grantor herein by Deed dated on or about the date

hereof from Pleasantdale Presbyterian Church, a religious corporation of the State of New Jersey, formerly known as The German Presbyterian Church of Pleasant Valley, at West Orange, and recorded in the Office of the Essex County Register immediately prior to this deed.

Also being a portion of the property conveyed to Pleasantdale Presbyterian Church, a religious corporation of the State of New Jersey, formerly known as The German Presbyterian Church of Pleasant Valley, at West Orange by the following instruments: (1) Deed from Edmund Condit and Caroline, his wife, and Mary C. Condit (unmarried), the said Edmond and Mary C. Condit being the heirs of Ambrose Condit, deceased, dated March 1, 1879 and recorded in the office of the Essex County Register on April 1, 1879 in Deed Book H20, Page 39; (2) Deed from Edmund Condit and Caroline, his wife, the said Edmond Condit being one of the heirs at law of Ambrose Condit, deceased, dated January 19, 1881 and recorded in the office of the Essex County Register on May 2, 1881 in Deed Book A21, Page 466; (3) Deed from John Wanner, dated May 3, 1913 and recorded in the office of the Essex County Register on October 3, 1913 in Deed Book P53 Page 96; (4) Deed from Harry Portnoff and Alex Portnoff, partners trading as Portnoff Bros., dated March 5, 1953, recorded in the Office of the Essex County Register on March 6, 1953 in Deed Book 3113, Page 546; and (5) Deed from Vincent Pallitto and Angela Pallitto, his wife, dated January 25, 1966, and recorded in the Office of the Essex County Register on January 31, 1966 in Deed Book 4147, Page 394.

4. **Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the Property, except as provided below. 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), subject to easements and restrictions of record, zoning and other municipal ordinances and regulations and such state of facts as an accurate survey may disclose.

5. **Signatures.** The Grantor signs this Deed as of the date at the top of the first page.

WITNESS:

2017 EAGLE ROCK WEST ORANGE LLC,
a New Jersey limited liability company

Name:

By: _____
Name: P. Shields Ferber, Jr.
Title: Manager

STATE OF _____)
SS.:
COUNTY OF _____)

I certify that on _____, 201_, P. Shields Ferber, Jr. personally came before me and acknowledged under oath, to my satisfaction, that he:

(a) is named in and personally signed this Deed as the Manager of 2017 Eagle Rock West Orange LLC, a New Jersey limited liability company; and

(b) was authorized to and did execute this Deed on behalf of said limited liability company; and

(c) made this Deed for \$10.00 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).

Notary Public

Schedule A
Legal Description

Exhibit “B”



November 17, 2017

Township of West Orange
29 North Day Street
Orange, NJ 07050

**Subject: Reliance Letter
Phase I Environmental Site Assessment – Dated February 28, 2017
Proposed Chase Bank Location
471 Pleasant Valley Way
West Orange, New Jersey
OVP# 38100P244328**

Apex Project No.: JPMC85206-001

To Whom It May Concern:

Apex Companies, LLC is pleased to present this Reliance Letter for the above-referenced Subject Property.

This report is certified to JPMorgan Chase & Co., and Township of West Orange.

These reports are solely for the benefit of Township of West Orange and JPMorgan Chase & Co., and they can rely on the information contained in the report. The findings, conclusions and reliance for this work are subject to and limited by the terms and conditions of our contract and scope of work with JPMorgan Chase & Co. for this project. Implementation or use of the findings or conclusions from this work in no way assures the elimination of present or future liability of fulfillment of the property owner's obligation under any local, State, or Federal laws.

Apex notes that our Phase I ESA was dated greater than 180 days, and as such exceeds the shelf life of a Phase I ESA (which is <180 days) and the User is hereby advised that therefore, this report alone does not comply with all the requirements of All Appropriate Inquiry and the ASTM Standard 1527-13. Apex provides no representations regarding site conditions, including any changes, since the date of our site investigation.

We appreciate the opportunity to be of service. If you have any questions, please do not hesitate to contact me at (973) 479-6475.

Sincerely,
Apex Companies, LLC

A handwritten signature in blue ink, appearing to read 'D. Albanese', written over a light yellow rectangular background.

Damiano Albanese
National Program Manager