



TOWNSHIP OF WEST ORANGE

43-25

DEPARTMENT OF ENGINEERING

25 Lakeside Avenue, West Orange, New Jersey 07052

SUSAN McCartney
MAYOR

ZAYIBETH CARBALLO
Director/Municipal Engineer

Tel: (973) 325-4160

Email: zcarballo@westorange.org

January 7, 2025

Phillip Scott
Matrix New World Engineering
26 Columbia Tpk, 2nd Floor
Florham Park, NJ, 07932

RE: **REQUEST FOR PROPOSALS**
GREEN ACRES SURVEY FOR ROCK SPRING GOLF COURSE

Dear Mr. Scott,

The Department of Engineering for the Township of West Orange requests proposals from firms providing Land Surveying Services, which are capable of preparing the necessary Survey materials required to be submitted to NJDEP as part of Green Acres Grant announcement by letter dated December 12, 2024. Township intends to submit Survey materials 90 days after signing the contract. Therefore, the survey materials must be prepared in an expedited process to meet the deadline requirements. The required Survey materials are as follows:

LAND SURVEYING SERVICES:

- A. Refer to the website for the current "Scope of Survey Services and Standard Detail Requirements" and appropriate forms and checklists for Local Government and Nonprofit Acquisitions.
<https://dep.nj.gov/greenacres/survey-section-local-and-nonprofit-surveys/>
- B. A full title search at the time of purchase is attached;
- C. Green Acres Project Data:
 - Green Acres Project Number: 0722-03-005
 - Green Acres Project Name: Open Space Acquisition
 - Green Acres Owner ID: 0722-03-005-09
- D. The following hard copy Survey Materials are required:
 - Minimum to two (2) metes and bounds Surveys for all properties;
 - Minimum of two (2) deed descriptions signed by the Surveyor, with a reduced copy of the Survey attached to each;

- Completed *Surveyor's Local/Nonprofit Certification and Summary Form*;
- CD-ROM containing drawing in .dwg format identical to the paper survey, a drawing in .dwg format of only the boundary and Green Acres limits of interests, a deed description in MS Word format, a pdf copy of the signed survey, photographs of the corner markers set, and any associated documents.

Montclair Golf Club (aka Rock Spring Golf Course) Survey, Title Search, and deed checklist are enclosed.

The cost of services shall be for complete survey materials by tasks A through D as part of the Green Acres requirements. Proposals shall be on a lump sum basis. Hourly rates shall be submitted with all proposals for any additional work.

It is the intent of this office is to award for professional services at the January 28, 2025 Council meeting. Proposals shall be submitted in writing via email and/or hard copy on or before **10:00 A.M. Friday, January 17, 2025** to the Department Engineering, 25 Lakeside Avenue, West Orange, NJ 07052 and shall include a specified completion date or number of days required for completion of the work after approval is granted to proceed. Also, evidence of proper insurance shall be submitted for approval by the Township Attorney.

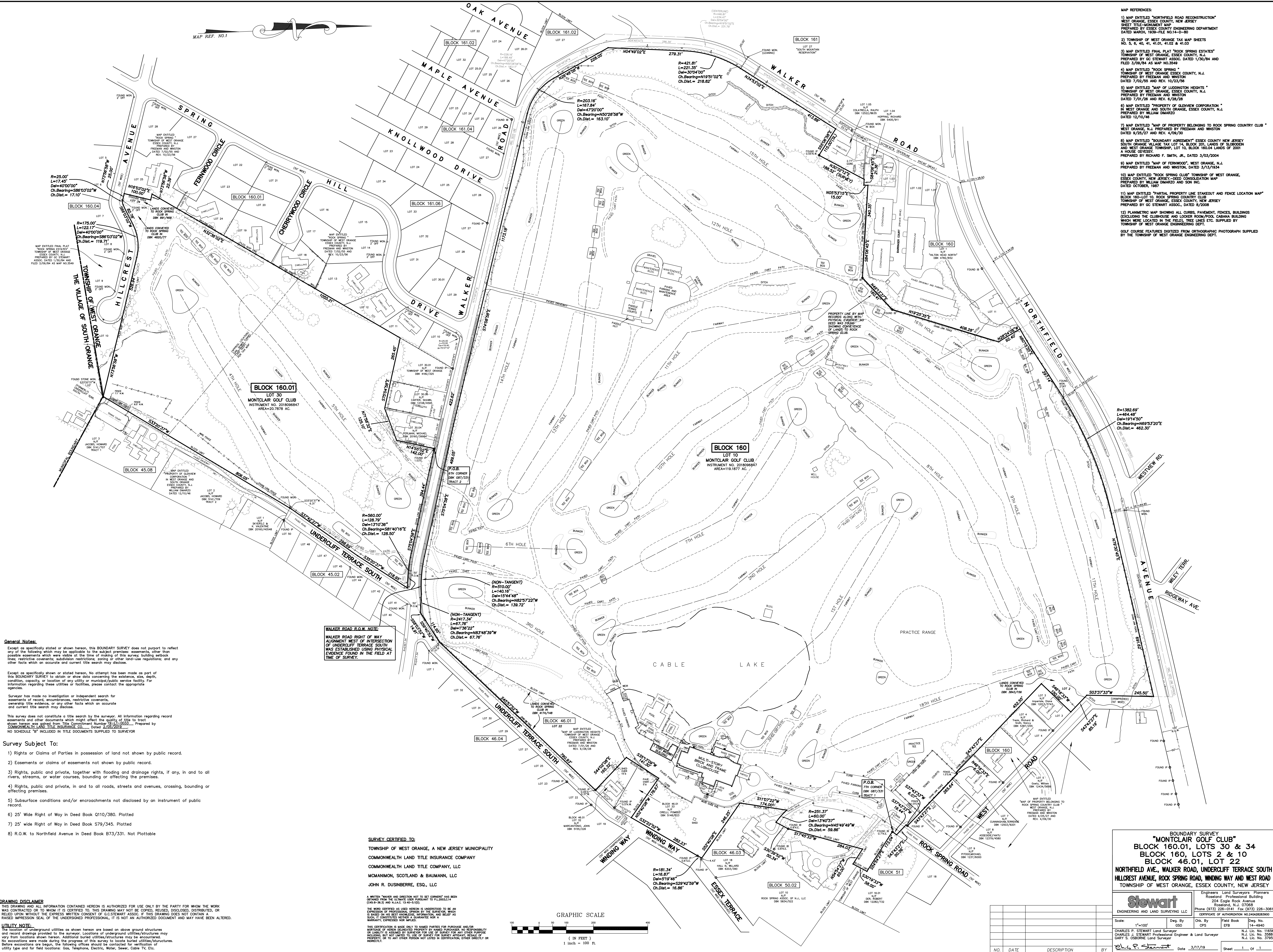
Very Truly yours,

Zayibeth Carballo

Zayibeth Carballo, Municipal Engineer
Director of Engineering

ZYC

MAP REF. NO.1



General Notes:

Except as specifically stated or shown hereon, this BOUNDARY SURVEY does not purport to reflect any of the following which may be applicable to the subject premises: easements, other than possible easements which were visible at the time of making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations; and any other facts which on accurate and current title search may disclose.

Except as specifically shown or stated hereon, No attempt has been made as part of this BOUNDARY SURVEY to obtain or show data concerning the existence, size, depth, condition, capacity, or location of any utility or municipal/public service facility. For information regarding these utilities or facilities, please contact the appropriate agencies.

Surveyor has made no investigation or independent search for easements of record, encroachments, restrictive covenants, ownership title evidence, or any other facts which on accurate and current title search may disclose.

This survey does not constitute a title search by the surveyor. All information regarding record easements and other documents which might affect the quality of title to tract shown hereon was obtained from Title Commitment Number 121-00333. Prepared by COMMONWEALTH LAND TITLE INSURANCE CO. dated 2/05/2019.

NO SCHEDULE "B" INCLUDED IN TITLE DOCUMENTS SUPPLIED TO SURVEYOR

Survey Subject To:

- 1) Rights or Claims of Parties in possession of land not shown by public record.
- 2) Easements or claims of easements not shown by public record.
- 3) Rights, public and private, together with flooding and drainage rights, if any, in and to all rivers, streams, or water courses, bounding or affecting the premises.
- 4) Rights, public and private, in and to all roads, streets and avenues, crossing, bounding or affecting premises.
- 5) Subsurface conditions and/or encroachments not disclosed by an instrument of public record.
- 6) 25' Wide Right of Way in Deed Book Q110/380. Plotted
- 7) 25' wide Right of Way in Deed Book S79/345. Plotted
- 8) R.O.W. to Northfield Avenue in Deed Book B73/331. Not Plotted

DRAWING DISCLAIMER

THIS DRAWING AND ALL INFORMATION CONTAINED HEREON IS AUTHORIZED FOR USE ONLY BY THE PARTY FOR WHOM THE WORK WAS CONTRACTED OR TO WHOM IT IS CERTIFIED TO THIS DRAWING MAY NOT BE COPIED, REPRODUCED, DISTRIBUTED, OR REPRODUCED WITHOUT THE EXPRESS WRITTEN CONSENT OF G.C. STEWART ASSOC. IF THIS DRAWING DOES NOT CONTAIN A PASTED IMPRESSION SEAL OF THE UNDERSIGNED PROFESSIONAL, IT IS NOT AN AUTHORIZED DOCUMENT AND MAY HAVE BEEN ALTERED.

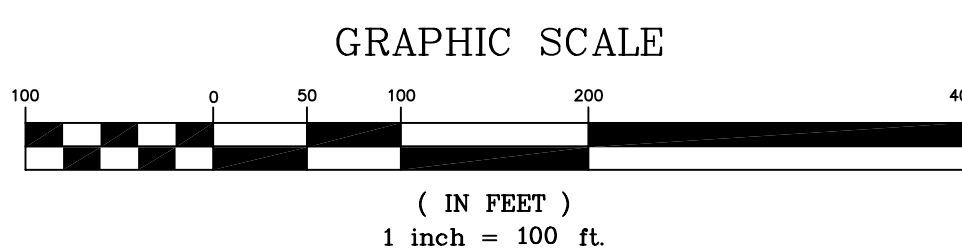
UTILITY NOTE

The location of underground utilities as shown hereon are based on above ground structures and record drawings provided to the surveyor. Locations of underground utilities/structures may vary from locations shown hereon. Additional buried utilities/structures may be encountered. No excavations were made during the progress of this survey to locate buried utilities/structures. Before excavations are begun, the following offices should be contacted for verification of utility type and for field locations: Gas, Telephone, Electric, Water, Sewer, Cable TV, Etc.

SURVEY CERTIFIED TO:

TOWNSHIP OF WEST ORANGE, A NEW JERSEY MUNICIPALITY
COMMONWEALTH LAND TITLE INSURANCE COMPANY
COMMONWEALTH LAND TITLE COMPANY, LLC
MCNAMINON, SCOTLAND & BAUMANN, LLC
JOHN R. DUSINBERGER, ESQ., LLC

A WRITTEN "WARRANT AND GUARANTEE" TO THE BEST OF MY KNOWLEDGE AND BELIEF HAS BEEN OBTAINED FROM THE UNDERSIGNED SURVEYOR TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE WORK CERTIFIED AS USED HEREON IS UNDERSTOOD TO BE AN ORIGINAL COPY OF THE SURVEYOR'S WORK. NO REPRODUCTION OR ALTERATION OF THE SURVEYOR'S WORK IS PERMITTED WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR. NO REPRODUCTION OR ALTERATION OF THE SURVEYOR'S WORK IS PERMITTED WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR. NO REPRODUCTION OR ALTERATION OF THE SURVEYOR'S WORK IS PERMITTED WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR.



MAP REFERENCES:

- 1) MAP ENTITLED "NORTHFIELD ROAD RECONSTRUCTION" WEST ORANGE, ESSEX COUNTY, NEW JERSEY SHEET TITLE-MONUMENT MAP PREPARED BY ESSEX COUNTY ENGINEERING DEPARTMENT DATED MARCH, 1939-FILE NO.14-0-80
- 2) TOWNSHIP OF WEST ORANGE TAX MAP SHEETS NO. 5, 6, 40, 41, 41.01, 41.02 & 41.03
- 3) MAP ENTITLED FINAL PLAT "ROCK SPRING ESTATES" TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, N.J. PREPARED BY G.C. STEWART ASSOC. DATED 1/30/84 AND FILED 3/09/84 AS MAP NO.3549
- 4) MAP ENTITLED "ROCK SPRING" TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, N.J. PREPARED BY FREEMAN AND WINSTON DATED 7/02/75 AND REV. 10/21/76
- 5) MAP ENTITLED "MAP OF LUDINGTON HEIGHTS" TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, N.J. PREPARED BY FREEMAN AND WINSTON DATED 7/01/78 AND REV. 6/28/78
- 6) MAP ENTITLED "PROPERTY OF GLENVIEW CORPORATION" IN WEST ORANGE AND SOUTH ORANGE, ESSEX COUNTY, N.J. PREPARED BY WILLIAM DIMARZO DATED 12/01/46
- 7) MAP ENTITLED "MAP OF PROPERTY BELONGING TO ROCK SPRING COUNTRY CLUB" WEST ORANGE, N.J. PREPARED BY FREEMAN AND WINSTON DATED 9/20/77 AND REV. 4/09/79
- 8) MAP ENTITLED "BOUNDARY AGREEMENT" ESSEX COUNTY NEW JERSEY SOUTH ORANGE VILLAGE TAX LOT 14, BLOCK 201, LANDS OF SLOBOODIN AND WEST ORANGE TOWNSHIP, LOT 10, BLOCK 160.04 LANDS OF 2001 A HOUSE OVESEY. PREPARED BY RICHARD F. SMITH, JR., DATED 3/03/2004
- 9) MAP ENTITLED "MAP OF FERNWOOD" WEST ORANGE, N.J. PREPARED BY FREEMAN AND WINSTON, DATED 3/13/1834
- 10) MAP ENTITLED "ROCK SPRING CLUB" TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY-DEED CONSOLIDATION MAP PREPARED BY WILLIAM DIMARZO AND SON INC. DATED OCTOBER, 1987
- 11) MAP ENTITLED "PARTIAL PROPERTY LINE STAKEOUT AND FENCE LOCATION MAP" BLOCK 160-LOT 10, ROCK SPRING COUNTRY CLUB TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY PREPARED BY G.C. STEWART ASSOC., DATED 8/2008
- 12) PLANIMETRIC MAP SHOWING ALL CURBS, PAVEMENT, FENCES, BUILDINGS (INCLUDING THE CLUBHOUSE AND LOCKER ROOM/POOL CABANA BUILDING WHICH WERE LOCATED IN THE FIELD), TREE LINES ETC. SUPPLIED BY TOWNSHIP OF WEST ORANGE ENGINEERING DEPT.

ONLY COURTESY OF THE TOWNSHIP OF WEST ORANGE ENGINEERING DEPT. PHOTOGRAPH SUPPLIED BY THE TOWNSHIP OF WEST ORANGE ENGINEERING DEPT.

BOUNDARY SURVEY
"MONTCLAIR GOLF CLUB"
BLOCK 160.01, LOTS 30 & 34
BLOCK 160, LOTS 2 & 10
BLOCK 46.01, LOT 22
NORTHFIELD AVE., WALKER ROAD, UNDERCLIFF TERRACE SOUTH
HILLCREST AVENUE, ROCK SPRING ROAD, WINDING WAY AND WEST ROAD
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY

Engineers Land Surveyors Planners
Stewart
Engineering and Land Surveying LLC
204 Eagle Rock Avenue
Roseland, N.J. 07068
Phone (973) 226-0141 Fax (973) 226-3061
Certificate of Authorization No.24042828300

Scale: 1"=100'
Dwg. By: GSO
Chk. By: GSO
Field Book: EFB
Dwg. No.: 14-4440
N.J. Lic. No. 11656
Charles P. Stewart Land Surveyor
Charles J. Stewart Professional Engineer & Land Surveyor
Gary S. Gosselin Land Surveyor
N.J. Lic. No. 35884
N.J. Lic. No. 37926

NO. DATE DESCRIPTION BY

3/17/19

Sheet 1 of 1

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



Commitment Number:

19-LT-0033

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Commonwealth Land Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issuing Office:

Commonwealth Land Title Company, LLC
464 Valley Brook Avenue
Lyndhurst, New Jersey 07071

Commonwealth Land Title Insurance
Company

By:

A handwritten signature in black ink, appearing to read "G. M. Quinn", written over a horizontal line.

President

Attest:

A handwritten signature in black ink, appearing to be a stylized "L", written over a horizontal line.

Secretary



This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance (08/01/2016)

Technical Corrections 04-02-2018

NJRB 3-09 (Revised 7/01/18)

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**COMMONWEALTH LAND TITLE INSURANCE
COMPANY**

COMMITMENT NO. 19-LT-0033

Transaction Identification Data for reference only:

FOR TITLE INQUIRIES, CONTACT:

Title Officer: Gerhard Krahn
Phone: 201-804-8844
E-mail: Gerhard.Krahn@fnf.com

Commitment Number: 19-LT-0033

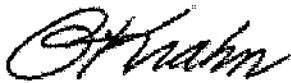
Address Ref.: Rock Spring Road, West Orange, NJ 07052

SCHEDULE A

1. Commitment Date: February 5, 2019 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006
Proposed Insured: Township of West Orange
Proposed Policy Amount: in an amount not to exceed \$11,283,000.00
 - (b)
Proposed Insured:
Proposed Policy Amount: \$100,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
Montclair Golf Club, a New Jersey not for Profit corporation by Deed from Rock Spring Club, A/K/A Rock Spring Club, Inc. a New Jersey not for profit corporation, dated October 30, 2018, recorded in the County of Essex, State of New Jersey on November 8, 2018 as Instrument No. 2018096847.
5. The Land is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Commonwealth Land Title Insurance Company

Countersigned By:



Authorized Officer or Agent

END OF SCHEDULE A

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ALTA Commitment for Title Insurance (08/01/2016)

Technical Corrections 04-02-2018
NJR 3-09 (Revised 7/01/18)



EXHIBIT "A"
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE TOWNSHIP of WEST ORANGE, COUNTY OF ESSEX, STATE OF NEW JERSEY AND IS DESCRIBED AS FOLLOWS:

See Description prepared by GCStewart Associates, Inc. attached hereto.

BEING ALSO KNOWN AS (REPORTED FOR INFORMATIONAL PURPOSES ONLY):

Block 46.01, Lot 22 through 31, Block 160, Lots 2 & 10 and Block 160.01 Lots 30 & 34, on the official tax map of the Township of West Orange, County of Essex, State of New Jersey.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance (08/01/2016)

Technical Corrections 04-02-2018
NJRB 3-08 (Revised 7/01/18)

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NJ-CW-FXTD-01090.404974-SPS-1-19-19-LT-0033



Fells Professional Building
320 Runnymede Road PO Box 66 Essex Fells, N.J. 07021 (973) 226-0141 Fax (973) 226-3061

**DESCRIPTION OF
BLOCK 160, LOTS 2 AND 10 AND
BLOCK 46.01 LOTS 22 THRU 31
LANDS OF
"ROCK SPRING CLUB"
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY NEW JERSEY**

Beginning at a point on the southeasterly sideline, if projected, of Rock Spring Road (50' wide R.O.W.), with the southwesterly line of Lot 17, Block 51 (lands n/f Der. Robert in Deed Book 12282, Pg.732). Said point also being the 7th corner in Deed Book Q87, Pg. 331 Tract 1, and being the **POINT AND PLACE OF BEGINNING**;

thence (1) running along said line of Lot 17, Block 51, South 54 degrees 54 minutes 27 seconds East (S54°54'27"E), a distance of 173.04 feet to a point on the northwesterly line of Lot 16.01, Block 51 (lands n/f Der. Robert in Deed Book 12282, Pg.732)

thence (2) running along said line of Lot 16.01, Block 51, and also along the northwesterly lines of Lot 16.02, Block 51 (lands n/f Township of West Orange) and Lot 10, Block 50.02 (lands n/f Rock Spring Assoc. of N.J., LLC in Deed Book 5834, Pg.522, South 30 degrees 19 minutes 33 seconds West (S30°19'33"W), a distance of 58.00 feet to a point on the northeasterly line of said Lot 10, Block 50.02;

thence (3) running along said line of Lot 10, Block 50.02, North 54 degrees 54 minutes 27 seconds West (N54°54'27"W), a distance of 65.00 feet to a point on the northwesterly line of said Lot 10, Block 50.02;

thence (4) running along said line of Lot 10, Block 50.02, South 17 degrees 45 minutes 33 seconds West (S17°45'33"W), a distance of 284.03 feet, passing over a found Iron Pipe at a distance of 283.23 feet, to a point on the northwesterly line of Lot 18, Block 46.03 (lands n/f Hall III, Willard in Deed Book 6203, Pg.390);

thence (5) running along said line of Lot 18, Block 46.03, South 30 degrees 39 minutes 52 seconds West (S30°39'52"W), a distance of 50.34 feet to a point on the northeasterly line of said Lot 18, Block 46.03;

thence (6) running along said line of Lot 18, Block 46.03 and also along the southwesterly line of a 25' wide right of way in Deed Book Q110, Pg.380, on a non-tangent curve, curving to the right, having a radius of 251.37 feet, a central angle of 13 degrees 40 minutes 37 seconds (13°40'37"), an arc length of 60.00 feet, and a chord bearing and distance of North 45 degrees 49 minutes 49 seconds West (N45°49'49"W), 59.66 feet to a point on the northwesterly line of said Lot 18, Block 46.03;

thence (7) running along said line of Lot 18, Block 46.03, South 11 degrees 07 minutes 22 seconds West (S11°07'22"W), a distance of 174.00 feet to a point on the southwesterly line of said Lot 18, Block 46.03;

thence (8) running along said line of Lot 18, Block 46.03, South 52 degrees 40 minutes 08 seconds East (S52°40'08"E), a distance of 248.25 feet to a point on the northwesterly sideline of Winding Way (50' wide R.O.W.-Unimproved). Said point being on a course of North 52 degrees 40 minutes 08 seconds West (N52°40'08"W), a distance of 4.43 feet from a Found Iron Pipe;

thence (9) running along said sideline of Winding Way, on a non-tangent curve, curving to the right, having a radius of 181.34 feet, a central angle of 05 degrees 19 minutes 48 seconds (05°19'48"), an arc length of 16.87 feet, and a chord bearing and distance of South 29 degrees 42 minutes 59 seconds West (S29°42'59"W), 16.86 feet to a point of tangency;

thence (10) still running along said sideline of Winding Way, South 32 degrees 22 minutes 52 seconds West (S32°22'52"W), a distance of 282.23 feet to a point on the northeasterly line of Lot 33, Block 46.01 (lands n/w Cirilli, Pompeo in Deed Book 5148, Pg.523);

thence (11) running along said line of Lot 33, Block 46.01, North 52 degrees 40 minutes 08 seconds West (N52°40'08"W), a distance of 176.67 feet to a point on the northwesterly line of said Lot 33, Block 46.01;

thence (12) running along said line of Lot 33, Block 46.01 and also along the northwesterly line of Lot 32, Block 46.01 (lands n/w Marcantonio, John in Deed Book 5155, Pg.226), South 35 degrees 13 minutes 09 seconds West (S35°13'09"W), a distance of 141.30 feet to a point on the southwesterly line of said Lot 32, Block 46.01;

thence (13) running along said line of Lot 32, Block 46.01, South 44 degrees 02 minutes 08 seconds East (S44°02'08"E), a distance of 165.32 feet to a point on northwesterly sideline of Undercliff Terrace South (50' wide R.O.W.);

thence (14) running along said sideline of Undercliff Terrace South, South 45 degrees 57 minutes 52 seconds West (S45°57'52"W), a distance of 790.93 feet to an angle point in same, said point being on a course of North 37 degrees 10 minutes 38 seconds West (N37°10'38"W.) 50.36' from a Found Stone Monument on the angle point on the southeasterly line of said Undercliff Terrace South;

thence (15) running along said sideline of Undercliff Terrace South, South 59 degrees 40 minutes 52 seconds West (S59°40'52"W), a distance of 114.95 feet to an angle point in same;

thence (16) running along said sideline of Undercliff Terrace South, South 58 degrees 03 minutes 52 seconds West (S58°03'52"W), a distance of 14.91 feet to a point on the northerly sideline of Walker Road (50' wide R.O.W.);

thence (17) running along said line of Walker Road, on a non-tangent curve, curving to the left, having a radius of 2,417.34 feet, a central angle of 01 degrees 36 minutes 22 seconds (01°36'22"), an arc length of 67.76 feet, and a chord bearing and distance of North 83 degrees 48 minutes 39 seconds West (N83°48'39"W), 67.76 feet to a point of non-tangent curve on said sideline of Walker Road;

thence (18) still running along said sideline of Walker Road, on a non-tangent curve, curving to the right, having a radius of 510.00 feet, a central angle of 15 degrees 44 minutes 48 seconds (15°44'48"), an arc length of 140.16 feet, and a chord bearing and distance of North 82 degrees 57 minutes 22 seconds West (N82°57'22"W), 139.72 feet to a point of tangency;

thence (19) still running along said sideline of Walker Road, North 75 degrees 04 minutes 58 seconds West (N75°04'58"W), a distance of 498.05 feet to an angle point;

thence (20) still running along said sideline of Walker Road, North 74 degrees 08 minutes 58 seconds West (N74°08'58"W), a distance of 1,173.18 feet to a point of curvature;

thence (21) still running along said sideline of Walker Road, on a curve, curving to the right having a radius of 203.16 feet, a central angle of 47 degrees 20 minutes 00 seconds (47°20'00"), an arc distance of 167.84 feet, and a chord bearing and distance of North 50 degrees 28 minutes 58 seconds West (N50°28'58"W), 163.10 feet to a point of tangency on the northeasterly sideline of Walker Road;

thence (22) running along said sideline of Walker Road, North 26 degrees 48 minutes 58 seconds West (N26°48'58"W), a distance of 228.05 feet to an angle point in pavement in the easterly sideline of said Walker Road;

thence (23) running along said sideline of Walker Road, North 04 degrees 49 minutes 02 seconds East (N04°49'02"E), a distance of 279.31 feet to a point of curvature;

thence (24) running along said sideline of Walker Road, on a curve, curving to the right having a radius of 421.81 feet, a central angle of 30 degrees 04 minutes 00 seconds (30°04'00"), an arc distance of 221.35 feet, and a chord bearing and distance of North 19 degrees 51 minutes 02 seconds East (N19°51'02"E), 218.82 feet to a point of tangency on the southeasterly sideline of said Walker Road;

thence (25) running along said sideline of Walker Road, North 34 degrees 53 minutes 02 seconds East (N34°53'02"E), a distance of 413.88 feet to a point on the southwesterly line of Lot 1.05, Block 160 (lands n/f Dacey Jr., William in Deed Book 5564, Pg.313);

thence (26) running along said line of Lot 1.05, Block 160, South 55 degrees 06 minutes 58 seconds East (S55°06'58"E), a distance of 115.00 feet, passing over a Found Iron Pipe at a distance of 114.45 feet, to a point on the southeasterly line of said Lot 1.05, Block 160.;

thence (27) running along said southeasterly line of Lot 1.05, Block 160, North 30 degrees 32 minutes 12 seconds East (N30°32'12"E), a distance of 188.52 feet to a point on the southerly line of Lot 1.04, Block 160 (lands n/f Hopping, Richard in Deed Book 5405, Pg.911). Said point creates a 2.77 foot right angle gore between said Lot 1.05, Block 160 and said Lot 1.04, Block 160;

thence (28) running along said southerly line of Lot 1.04, Block 160, South 84 degrees 06 minutes 45 seconds East (S84°06'45"E), a distance of 21.36 feet to a point on the easterly line of said Lot 1.04, Block 160;

thence (29) running along said easterly line of Lot 1.04, Block 160, North 05 degrees 53 minutes 15 seconds East (N05°53'15"E), a distance of 15.00 feet to a point on the southerly line of Lot 1, Block 160 (lands n/f "Hilton Head North" in Deed Book 4782, Pg.652);

thence (30) running along said southerly line of Lot 1, Block 160, South 84 degrees 06 minutes 45 seconds East (S84°06'45"E), a distance of 340.35 feet to a Found Iron Bar;

thence (31) making a line through said Lot 1, Block 160, following an existing chain link fence, North 49 degrees 13 minutes 37 seconds East (N49°13'37"E), a distance of 160.41 feet to a Found Iron Bar on the easterly line of said Lot 1, Block 160; (this course is based on old map records and physical evidence found in field at time of survey. No Deed recording of a conveyance was found)

thence (32) running along said easterly line of Lot 1, Block 160, North 19 degrees 25 minutes 35 seconds East (N19°25'35"E), a distance of 408.28 feet to a point on the northeasterly line of said Lot 1, Block 160;

thence (33) running along said northeasterly line of Lot 1, Block 160, North 28 degrees 24 minutes 05 seconds West (N28°24'05"W), a distance of 92.40 feet to a point on the southeasterly line of Northfield Ave, a county road (100' wide R.O.W.);

thence (34) running along said southeasterly sideline of Northfield Avenue, North 60 degrees 15 minutes 55 seconds East (N60°15'55"E), a distance of 297.14 feet to a point of curvature, Said point being on a course of South 29 degrees 44 minutes 05 seconds East (S29°44'05"E), 2.00 feet from a Found Conc. Monument at County Highway Centerline Station PC163+03.57;

thence (35) running along said southeasterly line of Northfield Avenue, on a curve, curving to the right having a radius of 1,352.69 feet, a central angle of 19 degrees 14 minutes 50 seconds (19°14'50"), an arc distance of 464.48 feet, and a chord bearing and distance of North 69 degrees 53 minutes 20 seconds East (N69°53'20"E), 462.30 feet to a point of tangency on the southerly sideline of said Northfield Avenue. Said point being on a course of South 10 degrees 29 minutes 16 seconds East (S10°29'16"E) 50.00 feet from a Found Conc. Monument in the centerline line of Northfield Avenue at County Highway Station PT 167+84.85;

thence (36) running along said sideline of Northfield Avenue, North 79 degrees 30 minutes 45 seconds East (N79°30'45"E), a distance of 691.62 feet to a point on the westerly side line of West Road (50' wide R.O.W.-Unimproved);

thence (37) running along said sideline of West Road, South 03 degrees 37 minutes 33 seconds West (S03°37'33"W), a distance of 245.50 feet to an angle point on the southwesterly sideline of said West Road;

thence (38) running along said southwesterly sideline of West Road, South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 85.19 feet to a point on the northwesterly line of Lot 3, Block 160 (lands n/f Imperiale, Diane in Deed Book 12013, Pg.3743);

thence (39) running along said line of Lot 3, Block 160, South 46 degrees 16 minutes 33 seconds West (S46°16'33"W), a distance of 150.00 feet to a point on the southwesterly line of said Lot 3, Block 160;

thence (40) running along said line of Lot 3, Block 160 and also along the southwesterly lines of Lot 4, Block 160 (lands n/f Trenk, Richard and Sivilli, Nancy in Deed Book 5387, Pg.255), Lot 5, Block 160 (lands n/f Goetz, William in Deed Book 12434, Pg.5689) and Lot 7, Block 160 (lands n/f Cuomo, Thomas in Deed Book 5231, Pg.477), South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 452.55 feet to a point on the southeasterly line of said Lot 7, Block 160;

thence (41) running along said southeasterly line of Lot 7, Block 160, North 46 degrees 16 minutes 33 seconds East (N46°16'33"E), a distance of 6.00 feet to a point on the southwesterly line of said Lot 7, Block 160;

thence (42) running along said southwesterly line of Lot 7, Block 160 and also along the southwesterly lines of Lot 8, Block 160 (lands n/f Assegidie, Fantu in Deed Book 12379, Pg.4580) and Lot 9, Block 160 (lands n/f McCauley, Patrick in Deed Book 4833, Pg.38), South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 265.64 feet to a Found Iron Pipe on the northwesterly sideline of said Rock Spring Road;

thence (43) running along said northwesterly sideline of Rock Spring Road, South 37 degrees 43 minutes 33 seconds West (S37°43'33"W), a distance of 6.07 feet to a point at the terminus of said Rock Spring Road;

thence (44) running along said terminus of Rock Spring Road, South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 50.56 feet to a point on the said southeasterly sideline of Rock Spring Road;

thence (45) running along the said sideline of Rock Spring Road, if projected, South 37 degrees 43 minutes 33 seconds West (S37°43'33"W), a distance of 19.44 feet to the
POINT AND PLACE OF BEGINNING.

Containing 5,181,818 square feet or 119.1877 acres, more or less.

**This Description in accordance with a Boundary Survey
prepared by G. C. Stewart Associates, Inc. 320 Runnymede Road,
Essex Fells, New Jersey, dated June 30, 2014.**



Fells Professional Building
320 Runnymede Road PO Box 66 Essex Fells, N.J. 07021 (973) 226-0141 Fax (973) 226-3061

DESCRIPTION OF
BLOCK 160.01, LOTS 30 and 34
LANDS OF
"ROCK SPRING CLUB"
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY NEW JERSEY

Beginning at a point on the southwesterly sideline of Walker Road (50' wide R.O.W.) with the easterly line of Lot 30.04, Block 160.01 (lands n/l Gardner, Lawrence in Deed Book 6253, Pg. 646) and being distant southeasterly along said sideline of Walker Road, 422.62 feet along various courses from the intersection of said sideline of Walker Road with the southeasterly sideline of Spring Hill Drive (50' wide R.O.W.), if projected. Said point also being the 6th corner in Deed Book 687, Pg. 331 Tract 2, and being the POINT AND PLACE OF BEGINNING;

thence (1) running along said southwesterly sideline of Walker Road, South 76 degrees 04 minutes 58 seconds East (S76°04'58"E), a distance of 394.44 feet to a point of curvature;

thence (2) still along said sideline of Walker Road, on a curve, curving to the left having a radius of 580.00 feet, a central angle of 13 degrees 10 minutes 36 seconds (13°10'36"), an arc distance of 128.78 feet, and a chord bearing and distance of South 81 degrees 40 minutes 16 seconds East (S81°40'16"E), 120.50 feet to a point of intersection with the northwesterly line of Undercliff Terrace South (50' wide R.O.W.);

thence (3) running along said northwesterly sideline of Undercliff Terrace South, South 36 degrees 20 minutes 37 seconds West (S36°20'37"W), a distance of 218.55 feet to an angle point;

thence (4) still along said sideline of Undercliff Terrace South, South 37 degrees 42 minutes 37 seconds West (S37°42'37"W), a distance of 298.69 feet to an angle point;

thence (5) still along said sideline of Undercliff Terrace South, passing over a Stone Monument at the terminus of said Undercliff Terrace South at a distance of 6.31 feet, and also along the northwesterly line of Lot 3, Block 45.08, (lands n/l Jacobs, Howard in Deed Book 6141, Pg. 707 Tract 1), South 33 degrees 20 minutes 37 seconds West (S33°20'37"W), a distance of 806.05 feet to a point, said point being North 33 degrees 20 minutes 37 seconds East (N33°20'37"E), 1.03 feet from a Found Stone Monument. Point also being on the northeasterly line of Lot 10, Block 160.04 as shown on a certain map entitled Final Plat "Rock Spring Estates" Township of West Orange, Essex County, New Jersey. Prepared by GC Stewart Assoc., Dated 1/30/84 and Filed 3/09/84 as Map No. 3548.

thence (6) running along said northeasterly line of Lot 10, Block 160.04, and also along the northeasterly sideline of Hillcrest Avenue (50' wide R.O.W. as shown on said Filed Map), North 73 degrees 58 minutes 58 seconds West (N73°58'58"W), a distance of 528.84 feet to a point of curvature;

thence (7) running along said sideline of Hillcrest Avenue, on a curve, curving to the left having a radius of 175.00 feet, a central angle of 40 degrees 00 minutes 00 seconds (40°00'00"), an arc distance of 122.17 feet, and a chord bearing and distance of South 86 degrees 03 minutes 02 seconds West (S86°03'02"W), 119.71 feet to a point of tangency on the northwesterly sideline of said Hillcrest Avenue;

thence (8) running along said sideline of Hillcrest Avenue, South 86 degrees 03 minutes 02 seconds West ($S86^{\circ}03'02''W$), a distance of 82.78 feet to a point of curvature;

thence (9) running along said sideline of Hillcrest Avenue, on a curve, curving to the right having a radius of 25.00 feet, a central angle of 40 degrees 00 minutes 00 seconds ($40^{\circ}00'00''$), an arc distance of 17.45 feet, and a chord bearing and distance of South 86 degrees 03 minutes 02 seconds West ($S86^{\circ}03'02''W$), 17.10 feet to a point of tangency on the northeasterly sideline of said Hillcrest Avenue. Said point being on a course of North 16 degrees 03 minutes 02 seconds East ($N16^{\circ}03'02''E$), a distance of 2.00 feet from a Found Cono. Monument;

thence (10) running along said northeasterly sideline of Hillcrest Avenue, North 73 degrees 58 minutes 58 seconds West ($N73^{\circ}58'58''W$), a distance of 25.00 feet to a point on the southeasterly line of Lot 25, Block 160.01 as shown on a certain map entitled "Rock Spring at West Orange" a subdivision owned by the Barwin Company, Prepared by Freeman and Whelan, dated 7/02/55 and Rev. 10/23/56;

The following (3) courses are along said map of "Rock Spring at West Orange"

thence (11) running along the said southeasterly line of Lot 25, Block 160.01, North 16 degrees 03 minutes 02 seconds East ($N16^{\circ}03'02''E$), a distance of 100.00 feet to a point in the northeasterly line of said Lot 26, Block 160.01;

thence (12) running along said northeasterly line of Lot 26, Block 160.01, North 73 degrees 58 minutes 58 seconds West ($N73^{\circ}58'58''W$), a distance of 22.39 feet to a point in the southeasterly line of said Lot 25, Block 160.01;

thence (13) running along said southeasterly line of Lot 26, Block 160.01 and also along the northeasterly lines of Lots 24, 19, 18, 13, 12 and 11, Block 160.01, North 32 degrees 36 minutes 02 seconds East ($N32^{\circ}36'02''E$), a distance of 1,055.21 feet to a point on the southerly line of Lot 30.01, Block 160.01 (lands w/ Township of West Orange in Deed Book 4182, Pg.325;

thence (14) running along said southerly line of Lot 30.01, Block 160.01 and also along the southerly lines of Lot 30.05, Block 160.01 (lands w/ Carter, Shawn in Deed Book 12108, Pg.4596) and said Lot 30.04, Block 160.01, South 76 degrees 04 minutes 58 seconds East ($S76^{\circ}04'58''E$), a distance of 285.48 feet to a point on the southerly line of said Lot 30.04, Block 160.01;

thence (15) running along said southerly line of Lot 30.04, Block 160.01, North 71 degrees 58 minutes 32 seconds East ($N71^{\circ}58'32''E$), a distance of 125.10 feet to a corner in same.

thence (16) running along said easterly line of Lot 30.04, Block 160.01, North 14 degrees 58 minutes 02 seconds East ($N14^{\circ}58'02''E$), a distance of 142.00 feet to the
POINT AND PLACE OF BEGINNING

Containing 805,515 square feet or 20.7878 acres, more or less.

This Description in accordance with a Boundary Survey
Prepared by G. C. Stewart Associates, Inc. 320 Rountymede Road,
Essex Fells, New Jersey, dated June 30, 2014.

**COMMONWEALTH LAND TITLE INSURANCE
COMPANY**

COMMITMENT NO. 19-LT-0033

**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Payment of all applicable underwriting rates, premiums, charges and fees to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, recorded and indexed in the Public Records:
 - a. Deed from Montclair Golf Club, a New Jersey not for Profit corporation to Township of West Orange.
5. If the present transaction is an assignment of a mortgage or lease, an estoppel certificate executed by the owner of the fee must be obtained.
6. If the present transaction consists in whole or in part of a conveyance, mortgage or lease by a corporation, a certified copy of the Resolution of the Board of Directors authorizing the transaction together with a certificate that the corporation is solvent and the By-Laws have been complied with must be obtained.
7. An affidavit of title executed by the seller(s) and /or mortgagor(s) must be obtained and the facts set forth therein must be considered.
8. The Company requires that you order a title continuation search ("Run-Down" or "Bring-Down") at least 24 hours prior to the scheduled closing or settlement. If the date of closing or settlement is postponed, you must order a new title continuation search.
9. The Company requires that a Notice of Settlement in connection with this transaction be filed, pursuant to N.J.S.A. 46:26A-11, as nearly as possible to, but not more sixty (60) days before, the anticipated date of recording of the closing documents. If the closing is postponed, a second Notice must be filed before the expiration of the first. If both a deed and mortgage are to be insured, two (2) Notices must be filed: one for the deed, and the other for the mortgage.
10. If the present transaction involves a mortgage to be insured and in the event the proceeds of the loan to be secured by the mortgage to be insured are not to be fully disbursed at closing (or if any of the proceeds of the loan are to be deposited into a construction disbursement or similar account), the Company must be notified prior to closing and this Commitment will be modified accordingly.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance (08/01/2016)

Technical Corrections 04-02-2018
NJR 3-09 (Revised 7/01/18)



**COMMONWEALTH LAND TITLE INSURANCE
COMPANY**

COMMITMENT NO. 19-LT-0033

**SCHEDULE B, PART I
REQUIREMENTS**

(continued)

11. The identity of the Proposed Insured(s) must be disclosed to the Company prior to closing. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured(s), acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured(s).
12. The proposed Amount(s) of Insurance must be increased to the full value of the estate or interest being insured in accordance with NJLTIRB Manual of Rates and Charges, Article 3. When the final Amount(s) of Insurance are approved by the Company, the proposed Amounts(s) of Insurance will be revised accordingly, and the underwriting rate for the policy or policies and endorsement charges will be calculated consistent therewith.
13. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, The Company is not able to close or insure any transaction involving Land that is associated with these activities.
14. New Jersey Superior and United States District Court returns dated February 7, 2019, show clear, see attached.
Note: United States Patriot Search dated February 15, 2019, see attached.
15. Corporate Status Report vs. Montclair Golf Club is attached.
16. New Jersey UCC Search vs. Montclair Golf Club is attached.
17. Mortgage with instrument no. 2018096854, between Montclair Golf Club, a New Jersey not-for-profit corporation (mortgagor/borrower) and Provident Bank (mortgagee/lender) dated October 30, 2018, recorded November 8, 2018 in the Office of the County Clerk/Register of Essex; in the initial amount of \$8,220,966.31.

Assignment of Leases and Rents with instrument no. 2018096857, between Montclair Golf Club, a New Jersey not-for-profit corporation (mortgagor/borrower) and Provident Bank (mortgagee/lender) dated October 30, 2018, recorded November 8, 2018 in the Office of the County Clerk/Register of Essex; in the initial amount of \$8,220,966.31.

UCC Financing Statement with instrument no. 2018096861 filed November 8, 2018, wherein Montclair Golf Club is the debtor and Provident Bank is the secured party.

COMPANY REQUIRES SAID MORTGAGE TO BE CANCELLED OR DISCHARGED OF RECORD.

END OF SCHEDULE B, PART I

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ALTA Commitment for Title Insurance (08/01/2016)

Technical Corrections 04-02-2018
NJRB 3-09 (Revised 7/01/18)

**COMMONWEALTH LAND TITLE INSURANCE
COMPANY**

COMMITMENT NO. 19-LT-0033

**SCHEDULE B, PART II
EXCEPTIONS**

For Information Only: If the instrument to be insured is a purchase money mortgage covering a 1 to 4 family dwelling and owner's insurance is not desired, written notice declining right to purchase same is required from mortgagor pursuant to statutory requirement. (Notice and Waiver form enclosed)

The Policy will not insure against taxes, water rates, assessments and other matters relating to taxes which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither the tax search nor our policy covers any part of the streets on which the premises to be insured abut.

This Commitment does not purport to show all the terms and provisions of the mortgage(s) contained herein, if any. Interested parties should communicate with the holder(s) thereof to consider the terms thereof, the obligation(s) secured and the effect of any unrecorded agreements in modification thereof.

To the extent applicable, any map/plat being furnished is done so as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, and location of easements, acreage or other matters shown thereon.

This Commitment does not republish any covenant, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, condition, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Notwithstanding any provision of the policy to the contrary, the following matters are expressly excepted from the coverage of the policy, and the Company will not pay loss or damage, costs, attorney's fees or expense that arise by reason of any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law, and not shown by the Public Records.
5. Liability for any additional assessment for real estate taxes in connection with new construction pursuant to N.J.S.A. 54:4-63.1 et seq.

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**COMMONWEALTH LAND TITLE INSURANCE
COMPANY**

COMMITMENT NO. 19-LT-0033

**SCHEDULE B, PART II
EXCEPTIONS**

(continued)

6. Taxes, charges, and assessments.
7. Municipal liens, if any, for utility services due and payable at or prior to the policy effective date are hereby excepted from coverage.
8. Subsurface conditions and/or encroachments not disclosed by an instrument of record. (Owner's policy only)
9. Computed measure of the area and/or acreage is not insured to be accurate.
10. Subject to 25 foot wide Right of Way as set forth in Deed Book Q110 page 380.
11. Subject to 25 foot wide Right of Way in Deed Book S79 page 345.
12. Right of Way as set forth in Deed Book B73 page 331.

END OF SCHEDULE B, PART II

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ENDORSEMENT**SURVEY**

Issued By:



Attached to Loan Policy Number:

19-LT-0033

Exception No. 3 is removed. Notwithstanding any provision in the policy to the contrary, unless an exception is taken in Schedule B, the policy insures against loss arising from any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title. The following matters shown on a survey made by GCStewart Associates, Inc., dated June 30, 2014, are added to Schedule B.

- (a) Fences, curbs, ditches and paved drives on and over sidelines

This policy does not insure against errors or inaccuracies in the survey with respect to matters which do not affect title.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

A Survey Affidavit of No Change is required to be submitted to this company at closing.

Commonwealth Land Title Insurance Company

Dated:

Countersigned By:

Authorized Officer or Agent

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its Issuing agent that may be in electronic form.

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(continued)

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

END OF CONDITIONS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Title #: 19-LT-0033 Order #: MT-042-6600005

NEW JERSEY TAX & ASSESSMENT SEARCH

For: LAND TITLE AGENCY INC

BLOCK : 160.01 ASSESSED OWNER : MONTCLAIR GOLF CLUB
LOT : 30 BILLING ADDRESS : 25 PROSPECT AVENUE WEST ORANGE, NJ 07052
QUAL : LOT ADDRESS : WALKER ROAD
XLOT : ESSEX : WEST ORANGE TWP (973) 325-4075
(MUNI CODE: 0722) 66 MAIN STREET WEST ORANGE NJ 07052

INFORMATION : C.O. REQUIRED ON NEW CONSTRUCTION
(FOR RESALE) SMOKE DETECTOR INSPECTION REQUIRED AS PER NJAC 5:70-4.19
CALL (973) 325-4175 FOR INSPECTION
INSPECTION FEE 30.00

ASSESSOR'S CODE : 4A - COMMERCIAL (NOT TO BE USED FOR DETERMINING NJ MANSION TAX)

APX. LOT SIZE : 20.715 AC

ASSESSED VALUES : LAND : \$1,210,000 IMP. : \$500,000 TOT. : \$1,710,000

TAX RATE : \$4.038 PER \$100 OF ASSESSED VALUE

TAX EXEMPTIONS : NONE

2018 TAXES : \$69,049.80 PAID IN FULL

-2019 - DUE DATE :

QTR1 - 02/01 : \$17,262.00 PAID

QTR2 - 05/01 : \$17,262.00 OPEN

QTR3 - 08/01 : TO BE DETERMINED

QTR4 - 11/01 : TO BE DETERMINED

-2020 - DUE DATE :

QTR1 - 02/01 : TO BE DETERMINED

QTR2 - 05/01 : TO BE DETERMINED

ADDED ASSESSMENTS : NONE

WATER ACCOUNT # : PRIVATE - NJ AMERICAN WATER CO. 131 WOODCREST ROAD CHERRY HILL, NJ 08034
800-652-6987

SEWER ACCOUNT # : WEST ORANGE TOWNSHIP 66 MAIN STREET WEST ORANGE, NJ 07052 973-325-4075
SEE BLOCK 160 LOT 10

CONFIRMED ASSESSMENTS : NONE

LIENS : NONE

Certificate as to current status of pending (unconfirmed) assessments:

ORDINANCE #: NONE

TYPE OF IMPROVEMENT:

Charles Jones LLC guarantees that the above information accurately reflects the contents of
the public record as of 02/12/2019

ORIGINAL FEE: 30.00 CONTIN FEE: 0.00 TOTAL: \$30.00



Title #: 19-LT-0033 Order #: MT-042-6600013

NEW JERSEY TAX & ASSESSMENT SEARCH

For: LAND TITLE AGENCY INC

BLOCK : 160 ASSESSED OWNER : MONTCLAIR GOLF CLUB
LOT : 10 BILLING ADDRESS : 25 PROSPECT AVENUE WEST ORANGE, NJ 07052
QUAL : LOT ADDRESS : ROCK SPRING ROAD
XLOT : ESSEX : WEST ORANGE TWP (973) 325-4075
(MUNI CODE: 0722) 66 MAIN STREET WEST ORANGE NJ 07052

INFORMATION : C.O. REQUIRED ON NEW CONSTRUCTION
(FOR RESALE) SMOKE DETECTOR INSPECTION REQUIRED AS PER NJAC 5:70-4.19
CALL (973) 325-4175 FOR INSPECTION
INSPECTION FEE 30.00

ASSESSOR'S CODE : 4A - COMMERCIAL (NOT TO BE USED FOR DETERMINING NJ MANSION TAX)
APX. LOT SIZE : 114.94 AC
ASSESSED VALUES : LAND : \$10,124,600 IMP. : \$2,467,400 TOT. : \$12,592,000
TAX RATE : \$4.038 PER \$100 OF ASSESSED VALUE
TAX EXEMPTIONS : NONE
2018 TAXES : \$508,464.96 PAID IN FULL
-2019 - DUE DATE :
QTR1 - 02/01 : \$127,116.00 PAID
QTR2 - 05/01 : \$127,116.00 OPEN
QTR3 - 08/01 : TO BE DETERMINED
QTR4 - 11/01 : TO BE DETERMINED
-2020 - DUE DATE :
QTR1 - 02/01 : TO BE DETERMINED
QTR2 - 05/01 : TO BE DETERMINED

ADDED ASSESSMENTS : NONE

WATER ACCOUNT # : PRIVATE - NJ AMERICAN WATER CO. 131 WOODCREST ROAD CHERRY HILL, NJ 08034
800-652-6987

SEWER ACCOUNT # : SEE ADDENDUM

CONFIRMED ASSESSMENTS : NONE

LIENS : NONE

Certificate as to current status of pending (unconfirmed) assessments:

ORDINANCE #: NONE

TYPE OF IMPROVEMENT:

Charles Jones LLC guarantees that the above information accurately reflects the contents of the public record as of 02/12/2019

ORIGINAL FEE: 30.00 CONTIN FEE: 0.00 TOTAL: \$30.00

Title #: 19-LT-0033 Order #: MT-042-6600013

NEW JERSEY TAX & ASSESSMENT SEARCH

For: LAND TITLE AGENCY INC

BLOCK	: 160	ASSESSED OWNER	: MONTCLAIR GOLF CLUB
LOT	: 10	BILLING ADDRESS	: 25 PROSPECT AVENUE WEST ORANGE, NJ 07052
QUAL	:	LOT ADDRESS	: ROCK SPRING ROAD
XLOT	:	ESSEX	: WEST ORANGE TWP (973) 325-4075
		(MUNI CODE: 0722)	66 MAIN STREET WEST ORANGE NJ 07052

SEWER ACCOUNT # : WEST ORANGE TOWNSHIP 66 MAIN STREET WEST ORANGE, NJ 07052 973-325-4075
01/01/2018 - 12/31/2018 \$4,900.00 PAID; SEWER CHARGES ARE BASED ON
PRIOR WATER CONSUMPTION. SUBJECT TO FINAL READING. ADDITIONAL UTILITY
ACCOUNTS MAY EXIST; PLEASE HAVE SELLER PROVIDE EVIDENCE OF ALL SERVICE
AT CLOSING.

Charles Jones LLC guarantees that the above information accurately reflects the contents of the public record as of 02/12/2019

ORIGINAL FEE: 30.00 CONTIN FEE: 0.00 TOTAL: \$30.00



Title #: 19-LT-0033 Order #: MT-042-6600012

NEW JERSEY TAX & ASSESSMENT SEARCH

For: LAND TITLE AGENCY INC

BLOCK : 160
LOT : 2
QUAL :
XLOT :
ASSESSED OWNER : MONTCLAIR GOLF CLUB
BILLING ADDRESS : 25 PROSPECT AVENUE WEST ORANGE, NJ 07052
LOT ADDRESS : WEST ROAD
ESSEX : WEST ORANGE TWP (973) 325-4075
(MUNI CODE: 0722) 66 MAIN STREET WEST ORANGE NJ 07052

INFORMATION : C.O. REQUIRED ON NEW CONSTRUCTION
(FOR RESALE) SMOKE DETECTOR INSPECTION REQUIRED AS PER NJAC 5:70-4.19
CALL (973) 325-4175 FOR INSPECTION
INSPECTION FEE 30.00

ASSESSOR'S CODE : 4A - COMMERCIAL (NOT TO BE USED FOR DETERMINING NJ MANSION TAX)

APX. LOT SIZE : 70X150

ASSESSED VALUES : LAND : \$1,000 IMP. : \$0 TOT. : \$1,000

TAX RATE : \$4.038 PER \$100 OF ASSESSED VALUE

TAX EXEMPTIONS : NONE

2018 TAXES : \$40.38 PAID IN FULL

-2019 - DUE DATE :

QTR1 - 02/01 : \$10.00 PAID

QTR2 - 05/01 : \$10.00 OPEN

QTR3 - 08/01 : TO BE DETERMINED

QTR4 - 11/01 : TO BE DETERMINED

-2020 - DUE DATE :

QTR1 - 02/01 : TO BE DETERMINED

QTR2 - 05/01 : TO BE DETERMINED

ADDED ASSESSMENTS : PENDING ADDED/OMITTED IF PREMISES IS IMPROVED

WATER ACCOUNT # : UNIMPROVED. IF PREMISES IS IMPROVED UTILITY CHARGES ARE A LIEN.

SEWER ACCOUNT # : UNIMPROVED. IF PREMISES IS IMPROVED UTILITY CHARGES ARE A LIEN.

CONFIRMED ASSESSMENTS : NONE

LIENS : NONE

Certificate as to current status of pending (unconfirmed) assessments:

ORDINANCE #: NONE

TYPE OF IMPROVEMENT:

Charles Jones LLC guarantees that the above information accurately reflects the contents of the public record as of 02/12/2019

ORIGINAL FEE: 30.00 CONTIN FEE: 0.00 TOTAL: \$30.00



Title #: 19-LT-0033 Order #: MT-042-6600009

NEW JERSEY TAX & ASSESSMENT SEARCH

For: LAND TITLE AGENCY INC

BLOCK : 46.01 ASSESSED OWNER : MONTCLAIR GOLF CLUB
LOT : 22 BILLING ADDRESS : 25 PROSPECT AVENUE WEST ORANGE, NJ 07052
QUAL : LOT ADDRESS : UNDERCLIFF TERRACE SOUTH
XLOT : ESSEX : WEST ORANGE TWP (973) 325-4075
(MUNI CODE: 0722) 66 MAIN STREET WEST ORANGE NJ 07052

INFORMATION : C.O. REQUIRED ON NEW CONSTRUCTION
(FOR RESALE) SMOKE DETECTOR INSPECTION REQUIRED AS PER NJAC 5:70-4.19
CALL (973) 325-4175 FOR INSPECTION
INSPECTION FEE 30.00

ASSESSOR'S CODE : 1 - VACANT LAND (NOT TO BE USED FOR DETERMINING NJ MANSION TAX)

APX. LOT SIZE : 1.986AC

ASSESSED VALUES : LAND : \$182,000 IMP. : \$0 TOT. : \$182,000

TAX RATE : \$4.038 PER \$100 OF ASSESSED VALUE

TAX EXEMPTIONS : NONE

2018 TAXES : \$7,349.16 PAID IN FULL

-2019 - DUE DATE :

QTR1 - 02/01 : \$1,837.00 PAID

QTR2 - 05/01 : \$1,837.00 OPEN

QTR3 - 08/01 : TO BE DETERMINED

QTR4 - 11/01 : TO BE DETERMINED

-2020 - DUE DATE :

QTR1 - 02/01 : TO BE DETERMINED

QTR2 - 05/01 : TO BE DETERMINED

ADDED ASSESSMENTS : PENDING ADDED/OMITTED ASSESSMENT FROM DATE OF CERTIFICATE OF
OCCUPANCY OR ASSESSOR'S INSPECTION OF PROPERTY

WATER ACCOUNT # : UNIMPROVED. IF PREMISES IS IMPROVED UTILITY CHARGES ARE A LIEN.

SEWER ACCOUNT # : UNIMPROVED. IF PREMISES IS IMPROVED UTILITY CHARGES ARE A LIEN.

CONFIRMED ASSESSMENTS : NONE

LIENS : NONE

Certificate as to current status of pending (unconfirmed) assessments:

ORDINANCE #: NONE

TYPE OF IMPROVEMENT:

Charles Jones LLC guarantees that the above information accurately reflects the contents of
the public record as of 02/12/2019

ORIGINAL FEE: 30.00 CONTIN FEE: 0.00 TOTAL: \$30.00

PATRIOT SEARCH
UNITED STATES PATRIOT NAME SEARCH
U.S. Department of the Treasury

FIDELITY NATIONAL TITLE INSURANCE COMPANY
464 Valley Brook Ave.
Lyndhurst, NJ 07071

ORDER NUMBER: 4001447
REPORT CONTROL NO: 4472337
REPORT RUN: 02/15/2019

REFERENCE: 19-LT-0033

FEE: \$ 2.00
TAX: \$ 0.00
TOTAL: \$ 2.00

THE STATE CAPITAL TITLE & ABSTRACT CO. hereby certifies to FIDELITY NATIONAL TITLE INSURANCE COMPANY that it has searched the Foreign Sanctions Evaders, Specially Designated Nationals and Blocked Persons lists maintained by the United States Department of the Treasury, Office of Foreign Assets Control and finds in the record the following:

NAME SEARCHED: **MONTCLAIR GOLF CLUB** (ENTITY)
THROUGH: 02/12/2019
SEARCH FOR ABOVE NAME HAS COME BACK CLEAR

PLEASE NOTE: PURSUANT TO SANCTIONS IMPOSED BY THE U.S. DEPARTMENT OF TREASURY, NO U.S. PERSON MAY DEAL WITH ANY LIBYAN OR IRAQI GOVERNMENT OFFICIAL WHETHER OR NOT THEIR NAME APPEARS ON THE SPECIALLY DESIGNATED NATIONALS LIST.

THE STATE CAPITAL TITLE & ABSTRACT CO.

HEREBY CERTIFIES TO

JUDGMENT SEARCH
SUPERIOR COURT OF NEW JERSEY
US DISTRICT COURT OF NJ
US BANKRUPTCY COURT OF NJ

REF: 19-LT-0033

FIDELITY NATIONAL TITLE INSURANCE COMPANY
464 VALLEY BROOK AVE.
LYNDHURST, NJ 07071

THAT IT HAS SEARCHED THE INDEX OF THE CIVIL JUDGMENT AND ORDER DOCKET OF THE SUPERIOR COURT OF NEW JERSEY AND THE INDICES OF THE UNITED STATES DISTRICT COURT AND UNITED STATES BANKRUPTCY COURT, DISTRICT OF NEW JERSEY, AND FINDS THERE TO BE NO JUDGMENT OR OTHER DOCKETED RECORD REFERRED TO WITHIN THE AFORESAID COURT INDICES, CONSTITUTING A GENERAL LIEN ON REAL PROPERTY IN NEW JERSEY, WHICH REMAINS UNSATISFIED OF RECORD, NOR DOES IT FIND ANY CERCLA LIEN ON SPECIFIC REAL PROPERTY WITHIN NEW JERSEY, NOR ANY PETITION COMMENCING PROCEEDINGS IN A BANKRUPTCY ACTION, AGAINST THE NAMES SEARCHED, ENTERED OR FILED DURING THE PERIOD SEARCHED, EXCEPT AS FOLLOWS:

	FROM	TO
MONTCLAIR GOLF CLUB (ENTITY)	02-12-1999	02-12-2019

*** CLEAR ***

DATED: 02/12/2019
TIME: 12:45 PM

FEE: \$ 7.50
TAX: \$ 0.00
TOTAL: \$ 7.50

046 4001447 4472339

The State Capital Title & Abstract Co.
P.O. Box 1477
Trenton, NJ 08607
(800) 876-8994
www.statecapital.net

CORPORATE STATUS REPORT
of
MONTCLAIR GOLF CLUB

THE STATE CAPITAL TITLE & ABSTRACT CO., having caused the duly indexed records of the New Jersey Department of Treasury, Clerk of the Superior Court, Clerk of the U.S. District Court for the District of New Jersey, and the Director of the Division of Taxation, Department of Treasury to be examined insofar as they relate to the above named corporation CERTIFIES TO:

FIDELITY NATIONAL TITLE INSURANCE COMPANY

That the original Charter of said corporation was filed with the Division of Revenue on Monday, February 14, 1916
Last annual report filed: 2019.
Non-Profit Corporation.

That said corporation was regularly incorporated under and pursuant to the General Corporation Act of New Jersey (Revision of 1896)

That the Charter of said corporation was declared inactive/revoked for failure to file annual reports on 09/16/2002, reinstated 06/13/2006, is in force and effect.

That the name and address of its last designated Registered Agent is:

EDMUND M. TRINIDAD
25 PROSPECT AVENUE
WEST ORANGE, NJ 07052

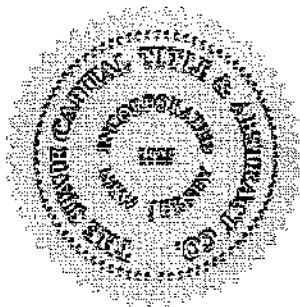
IT FURTHER CERTIFIES:

That the indices (exclusive of those relating to proceedings in bankruptcy) in the Office of the Clerk of the Superior Court in Trenton, N.J. and in the Office of the Clerk of the U.S. District Court for the District of New Jersey do not reveal the appointment of a Receiver for said corporation to date

In Witness Whereof, The State Capital Title & Abstract Co.
has caused these presents to be executed on the date
hereinafter subscribed.

Dated: February 19, 2019 NA

Attest:



4472338

Marie P. Eler

Secretary

[Signature]

President

Fee :\$30.00

SEARCH CERTIFICATE # 50191802
SEARCH CRITERIA: MONTCLAIR GOLF CLUB

** DEBTOR ** 6465860

MONTCLAIR GOLF CLUB
25 PROSPECT AVENUE
WEST ORANGE, NJ 07052

Secured Party: PNC EQUIPMENT FINANCE, LLC (USD)
995 DALTON AVE
CINCINNATI, OH 45203-1101
Filing Number: 52984251
Filing Date: 09/11/2018
Maturity Date: 09/11/2023
Filing History: 09/11/2018 UCC1

** DEBTOR ** 6381215

MONTCLAIR GOLF CLUB
90 ROCK SPRING RD
WEST ORANGE, NJ 07052

Secured Party: US FOODS, INC.
1051 AMBOY AVENUE
PERTH AMBOY, NJ 08861
Filing Number: 52770803
Filing Date: 05/08/2018
Maturity Date: 05/08/2023
Filing History: 05/08/2018 UCC1
10/22/2018 UCC3 Termination

** DEBTOR ** 6285365

MONTCLAIR GOLF CLUB
25 PROSPECT AVENUE
WEST ORANGE, NJ 07052

Secured Party: VGM FINANCIAL SERVICES, A DIVISION OF TCF
NATIONAL BANK
1111 W. SAN MARNAN DRIVE, SUITE A2 WEST
WATERLOO, IA 50701-8926
Filing Number: 52521492
Filing Date: 11/27/2017
Maturity Date: 11/27/2022
Filing History: 11/27/2017 UCC1

** DEBTOR ** 5947870

MONTCLAIR GOLF CLUB
25 PROSPECT AVENUE
WEST ORANGE, NJ 07052

SEARCH CERTIFICATE # 50191802
SEARCH CRITERIA: MONTCLAIR GOLF CLUB

Secured Party: TCF EQUIPMENT FINANCE, A DIVISION OF TCF
NATIONAL BANK
1111 W. SAN MARNAN DRIVE, SUITE A2 WEST,
WATERLOO, IA 50701-8926
Filing Number: 51846213
Filing Date: 09/02/2016
Maturity Date: 09/02/2021
Filing History: 09/02/2016 UCC1

** DEBTOR ** 6134621
MONTCLAIR GOLF CLUB
25 PROSPECT AVENUE
WEST ORANGE, NJ 07052

Secured Party: VGM FINANCIAL SERVICES, A DIVISION OF TCF
NATIONAL BANK
1111 W. SAN MARNAN DRIVE, SUITE A2 WEST
WATERLOO, IA 50701-8926
Filing Number: 52194092
Filing Date: 04/27/2017
Maturity Date: 04/27/2022
Filing History: 04/27/2017 UCC1

** DEBTOR ** 5467821
MONTCLAIR GOLF CLUB
25 PROSPECT AVENUE
WEST ORANGE, NJ 07052-0000

Secured Party: GENERAL ELECTRIC CAPITAL CORPORATION
PO BOX 35701
BILLINGS, MT 59107-5701
Filing Number: 50781603
Filing Date: 03/25/2014
Maturity Date: 03/25/2019
Filing History: 03/25/2014 UCC1

** DEBTOR ** 1193811
MONTCLAIR GOLF CLUB
25 PROSPECT AVENUE
WEST ORANGE, NJ 07052

Secured Party: TCF EQUIPMENT FINANCE, INC.
1111 W. SAN MARNAN DRIVE
WATERLOO, IA 50701
Filing Number: 25900019
Filing Date: 01/28/2011
Maturity Date: 01/28/2021
Filing History: 01/28/2011 UCC1
12/08/2015 UCC3

Continuation

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE
2/18/2019 UNIFORM COMMERCIAL CODE SECTION
PO BOX 303
TRENTON, NJ 08646

PAGE 003

SEARCH CERTIFICATE # 50191802
SEARCH CRITERIA: MONTCLAIR GOLF CLUB

** DEBTOR ** 6503414

MONTCLAIR GOLF CLUB
25 PROSPECT AVENUE
WEST ORANGE, NJ 07052

Secured Party: PROVIDENT BANK
100 WOOD AVENUE SOUTH
ISELIN, NJ 08830
Filing Number: 53084644
Filing Date: 11/08/2018
Maturity Date: 11/08/2023
Filing History: 11/08/2018 UCC1

** DEBTOR ** 5168526

MONTCLAIR GOLF CLUB
25 PROSPECT AVENUE
WEST ORANGE, NJ 07052

Secured Party: VGM FINANCIAL SERVICES A DIVISION OF TCF
EQUIPMENT FINANCE, INC.
1111 W. SAN MARNAN DRIVE
WATERLOO, IA 50701
Filing Number: 50210862
Filing Date: 03/23/2012
Maturity Date: 03/23/2022
Filing History: 03/23/2012 UCC1
11/10/2016 UCC3 Continuation

** DEBTOR ** 1038123

MONTCLAIR GOLF CLUB
25 PROSPECT AVE
WEST ORANGE, NJ 07052

Secured Party: PNC EQUIPMENT FINANCE
995 DALTON AVENUE
CINCINNATI, OH 45203
Filing Number: 26622361
Filing Date: 10/31/2014
Maturity Date: 10/31/2019
Filing History: 10/31/2014 UCC1

** DEBTOR ** 1172633

MONTCLAIR GOLF CLUB
25 PROSPECT AVENUE
WEST ORANGE, NJ 07052

Secured Party: PNCEF, LLC
995 DALTON AVENUE
CINCINNATI, OH 45203

SEARCH CERTIFICATE # 50191802
SEARCH CRITERIA: MONTCLAIR GOLF CLUB

Filing Number: 25712148
Filing Date: 07/21/2010
Maturity Date: 07/21/2020
Filing History: 07/21/2010 UCC1
 06/16/2015 UCC3 Continuation

** DEBTOR ** 5849858

MONTCLAIR GOLF CLUB
90 ROCK SPRING ROAD
WEST ORANGE, NJ 07052

Secured Party: WELLS FARGO FINANCIAL LEASING, INC.
 800 WALNUT STREET
 F4031-040
 DES MOINES, IA 50309

Filing Number: 24664271
Filing Date: 04/02/2008
Maturity Date: 04/02/2023
Filing History: 04/02/2008 UCC1
 12/26/2012 UCC3 Continuation
 03/15/2013 UCC3 Amendment
 04/22/2016 UCC3 Amendment
 01/10/2018 UCC3 Continuation

** DEBTOR ** 5296881

MONTCLAIR GOLF CLUB
25 PROSPECT AVENUE
WEST ORANGE, NJ 07052

Secured Party: VGM FINANCIAL SERVICES A DIVISION OF TCF
 EQUIPMENT FINANCE, INC.
 1111 W. SAN MARNAN DRIVE
 WATERLOO, IA 50701

Filing Number: 50453474
Filing Date: 02/22/2013
Maturity Date: 02/22/2018
Filing History: 02/22/2013 UCC1

** DEBTOR ** 6117816

MONTCLAIR GOLF CLUB
25 PROSPECT AVENUE
WEST ORANGE, NJ 07052

Secured Party: PNC EQUIPMENT FINANCE, LLC
 995 DALTON AVE
 CINCINNATI, OH 45203

Filing Number: 52147012
Filing Date: 03/30/2017

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE
2/18/2019 UNIFORM COMMERCIAL CODE SECTION
PO BOX 303
TRENTON, NJ 08646

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SEARCH CERTIFICATE # 50191802
SEARCH CRITERIA: MONTCLAIR GOLF CLUB

Maturity Date: 03/30/2022
Filing History: 03/30/2017 UCC1

** DEBTOR ** 5600017

MONTCLAIR GOLF CLUB
25 PROSPECT AVE
WEST ORANGE, NJ 07052

Secured Party: VGM FINANCIAL SERVICES, A DIVISION OF TCF
NATIONAL BANK
1111 W. SAN MARNAN DRIVE, SUITE A2 WEST
WATERLOO, IA 50701-8926

Filing Number: 51098353
Filing Date: 03/03/2015
Maturity Date: 03/03/2020
Filing History: 03/03/2015 UCC1

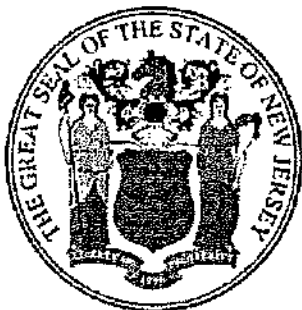
** DEBTOR ** 6514496

MONTCLAIR GOLF CLUB
25 PROSPECT AVENUE
WEST ORANGE, NJ 07052

Secured Party: PROVIDENT BANK
100 WOOD AVENUE SOUTH
ISELIN, NJ 08830

Filing Number: 53113474
Filing Date: 11/29/2018
Maturity Date: 11/29/2023
Filing History: 11/29/2018 UCC1

THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THE ABOVE LISTING IS A RECORD OF ALL PRESENTLY EFFECTIVE FINANCING STATEMENTS WHICH NAME THE ABOVE DEBTOR AND WHICH ARE ON FILE IN MY OFFICE AS OF 2/18/2019. THIS CERTIFICATE ISSUED ON 2/19/2019 10:11:15 AM.



Elizabeth Maher Muoio
Elizabeth Maher Muoio
State Treasurer

UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Corporation Service Company	8008585294
B. E-MAIL CONTACT AT FILER (optional)	
filingdept@cscinfo.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 US	

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number: 52984251

09/11/18 11:24:29

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the Individual Debtor's name will not fit in line 1b, leave all of Item 1 blank, check here ☐ and provide the Individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
ROCK SPRING CLUB, INC.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
25 PROSPECT AV		WEST ORANGE	NJ	07052
				COUNTRY
				US

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the Individual Debtor's name will not fit in line 2b, leave all of Item 2 blank, check here ☐ and provide the Individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
MONTCLAIR GOLF CLUB				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
25 PROSPECT AVENUE		WEST ORANGE	NJ	07052
				COUNTRY
				US

3. **SECURED PARTY'S NAME** (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
PNC Equipment Finance, LLC (USD)				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
995 DALTON AVE		CINCINNATI	OH	45203-1101
				COUNTRY
				US

4. **COLLATERAL:** This financing statement covers the following collateral:
The equipment and other goods and all software and other general intangibles which are more fully described below and on Lease Agreement Number 1161325-1, whether now owned or existing or hereafter acquired or arising, leased to Debtor, as lessee, by Secured Party, as lessor, all replacements, substitutions, attachments, accessions, upgrades, parts and additions to such property, all options to purchase such property, all supporting obligations pertaining to the foregoing, and all proceeds of the foregoing (cash and non-cash), including, without limitation, insurance proceeds and condemnation awards and all proceeds in the form of accounts, chattel paper, general intangibles, goods or instruments. The Collateral is within the scope of Article 9 as enacted by the state of New Jersey. This filing is for precautionary purposes in connection with a leasing transaction and is not to be construed as indicating that the transaction is other than a true lease.

SerialNumber	Description	Quantity	UsageCondition	ModelYear	AssetLocation	314090146
Toro	Groundmaster 4500-D Tier 4, final equipped with a 4 cylinder turbo-charged liquid cooled 55hp					

See attachment.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is ☐ held in a Trust (see UCC1Ad, Item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box:	
☐ Public-Finance Transaction	☐ Manufactured-Home Transaction
☐ A Debtor is a Transmitting Utility	☐ Agricultural Lien
☐ Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailor/Borrower ☐ Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: 1161325-1 - 7694952	

Collateral Description Filing Number: 52984251

Yanmar diesel engine 1	New	90 Rock Spring Rd, West Orange, ESSEX, NJ,
USA, 07052-3007 313000104	Toro Reelmaster 5410-G Tier 4 final equipped with a 36.8hp Yanmar	
liquid cooled diesel engine	1	New 90 Rock Spring Rd, West Orange,
ESSEX, NJ, USA, 07052-3007 313000105	Toro Reelmaster 5410-G Tier 4 final equipped with a 36.8hp	
Yanmar liquid cooled diesel engine	1	New 90
Rock Spring Rd, West Orange, ESSEX, NJ, USA, 07052-3007 313000108	Toro Reelmaster 5410-G Tier 4	
final equipped with a 36.8hp Yanmar liquid cooled diesel engine	1	
New	90 Rock Spring Rd, West Orange, ESSEX, NJ, USA, 07052-3007 314000509	
Toro Workman BDX-D-4WD equipped with a 3 cylinder liquid cooled 24hp Kubota diesel engine		
1	New	90 Rock Spring Rd, West Orange, ESSEX, NJ, USA, 07052-3007
41001014	Dakota Turf Tender 410 Topdresser	
1	New	90 Rock Spring Rd, West Orange, ESSEX, NJ, USA, 07052-3007
314000239	Toro Multi Pro 5800 Sprayer with ExcelaRate consisting of a 49hp liquid cooled Kubota gas	
engine	1	New
ESSEX, NJ, USA, 07052-3007 314000527	Toro Multi-Pro 1750 Sprayer powered by a 27hp 4-cycle twin	
cylinder Kohler gas engine	1	New
Rock Spring Rd, West Orange, ESSEX, NJ, USA, 07052-3007		90

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)	
NCS UCC Services Group	4404619661
B. E-MAIL CONTACT AT FILER (optional)	
ucc@ncscredit.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
NCS UCC Services Group 729 Miner Road Highland Heights, OH 44143 US	

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number:52770803

05/08/18 11:47:34

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor Information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME					
Montclair Golf Club					
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
90 Rock Spring Rd		West Orange	NJ	07052	US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor Information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME					
US Foods, Inc.					
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
1051 Amboy Avenue		Perth Amboy	NJ	08861	US

4. COLLATERAL: This financing statement covers the following collateral:
To secure the full and timely payment by Applicant to Seller of all now existing and later arising amounts due Seller, in addition to any other security Applicant may provide to Seller under any subsequent agreement, Applicant grants to Seller a security interest in all of Applicant's personal property, both now owned or at any time in the future acquired and wherever located, including, but not limited to accounts, goods, inventory, equipment, fixtures and vehicles, together with the proceeds and products of any of them.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessor/Lessee ☐ Consignor/Consignee ☐ Seller/Buyer ☐ Bailor/Bailor ☐ Licensee/Licensee

8. OPTIONAL FILER REFERENCE DATA:

NCS# U227576

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

Montclair Golf Club

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number: 52770803

05/08/18 11:47:34

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut☐ covers as-extracted collateral☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in Item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

The filer attests that the Collateral set forth in this Financing Statement is within the scope of the New Jersey Uniform Commercial Code-Secured Transactions pursuant to N.J.S.A. 12A:9-102 and N.J.S.A. 12A:9-109, as required by N.J.S.A. 12A:9-502.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Anna Anzalone	4404619661
B. E-MAIL CONTACT AT FILER (optional)	
ucc@ncscredit.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Anna Anzalone 729 Miner Road Highland Heights, OH 44143 US	

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number: 52770803

10/22/18 12:23:40

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

52770803

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. For: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13.

2. ☒ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement.

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 8. For partial assignment, complete items 7 and 8 and also indicate affected collateral in item 8.

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes for:

This Change affects ☐ Debtor or ☐ Secured Party of record

☐ CHANGE name and/or address: Complete item 8a or 8b; and item 7a or 7b and item 7c. ☐ ADD name: Complete item 7a or 7b, and item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b.

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b).

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name).

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral. Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment). If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor.

9a. ORGANIZATION'S NAME

US Foods, Inc.

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

U227576

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Corporation Service Company	8008585294
B. E-MAIL CONTACT AT FILER (optional)	
filingdept@cscinfo.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 US	

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number: 52521492

11/27/17 15:15:39

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
Montclair Golf Club				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
25 Prospect Avenue		West Orange	NJ	07052
				COUNTRY
				US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
VGM Financial Services, a division of TCF National Bank				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
1111 W. San Marnan Drive, Suite A2 West		Waterloo	IA	50701-8926
				COUNTRY
				US

4. COLLATERAL: This financing statement covers the following collateral:
ANY AND ALL EQUIPMENT, FIXTURES, INVENTORY, GOODS AND SOFTWARE FINANCED BY OR LEASED FROM SECURED PARTY THAT ARE SUBJECT TO AN AGREEMENT BETWEEN DEBTOR AND SECURED PARTY OF ANY KIND OR NATURE WHATSOEVER, WHEREVER LOCATED, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, AND ALL RETURNS, REPOSSESSIONS, SUBSTITUTIONS, REPLACEMENT PARTS, ADDITIONS, ACCESSORIES, AND ACCESSIONS THERETO AND THEREOF, AND ALL PROCEEDS THEREOF. THE COLLATERAL DESCRIBED IN ITS FINANCING STATEMENT IS WITHIN THE SCOPE OF ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE WHERE IT IS FILED.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessor/Lessee ☐ Consignor/Consignee ☐ Seller/Buyer ☐ Bailor/Borrower ☐ Licensee/Licensee

8. OPTIONAL FILER REFERENCE DATA:

004-0588005-103

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Corporation Service Company	8008585294
B. E-MAIL CONTACT AT FILER (optional)	
filingdept@cscinfo.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 US	

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed
Filing Number: 51846213
09/02/16 13:50:54

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1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of lines 1 blank, check here ☐ and provide the individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
Montclair Golf Club				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
25 Prospect Avenue	West Orange	NJ	07052	US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of items 2 blank, check here ☐ and provide the individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
TCF Equipment Finance, a division of TCF National Bank				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1111 W. San Martin Drive, Suite A2 West,	Waterloo	IA	50701-8926	US

4. COLLATERAL: This financing statement covers the following collateral:
ANY AND ALL EQUIPMENT, FIXTURES, INVENTORY, GOODS AND SOFTWARE FINANCED BY OR LEASED FROM TCF EQUIPMENT FINANCE, A DIVISION OF TCF NATIONAL BANK AND THAT ARE SUBJECT OF AN AGREEMENT BETWEEN DEBTOR AND TCF EQUIPMENT FINANCE, A DIVISION OF TCF NATIONAL BANK OF ANY KIND OR NATURE WHATSOEVER, WHEREVER LOCATED, WHETHER NOW OWNED OR HEREFTER ACQUIRED, AND ALL RETURNS, REPOSSESSIONS, SUBSTITUTIONS, REPLACEMENT PARTS, ADDITIONS, ACCESSORIES, AND ACCESSIONS THERETO AND THEREOF, AND ALL PROCEEDS THEREOF. THE COLLATERAL DESCRIBED IN THIS FINANCING STATEMENT IS WITHIN THE SCOPE OF ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE WHERE IT IS FILED.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, Item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transacting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

008-0588005-101

UCC FINANCING STATEMENT**FOLLOW INSTRUCTIONS**

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 8008585294	
B. E-MAIL CONTACT AT FILER (optional) filingdept@cscinfo.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 US	

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number: 52194092

04/27/17 15:12:31

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor Information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Monclair Golf Club				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 25 Prospect Avenue		CITY West Orange	STATE NJ	POSTAL CODE 07052
			COUNTRY US	

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor Information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. **SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY):** Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME VGM Financial Services, a division of TCF National Bank				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 1111 W. San Marcan Drive, Suite A2 West		CITY Waterloo	STATE IA	POSTAL CODE 50701-8926
				COUNTRY US

4. **COLLATERAL:** This financing statement covers the following collateral:
ANY AND ALL EQUIPMENT, FIXTURES, INVENTORY, GOODS AND SOFTWARE FINANCED BY OR LEASED FROM SECURED PARTY THAT ARE SUBJECT TO AN AGREEMENT BETWEEN DEBTOR AND SECURED PARTY OF ANY KIND OR NATURE WHATSOEVER, WHEREVER LOCATED, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, AND ALL RETURNS, REPOSSESSIONS, SUBSTITUTIONS, REPLACEMENT PARTS, ADDITIONS, ACCESSORIES, AND ACCESSIONS THERETO AND THEREOF, AND ALL PROCEEDS THEREOF. THE COLLATERAL DESCRIBED IN ITS FINANCING STATEMENT IS WITHIN THE SCOPE OF ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE WHERE IT IS FILED.

FILED UCC ON CONTRACT #004-0588005-102 AND #004-0588005-303

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is ☐ held in a Trust (see UCC1Ad, Item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: ☐ Public Finance Transaction ☐ Manufactured Home Transaction ☐ A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: ☐ Agricultural Lien ☐ Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessor/Lessor ☐ Consignor/Consignor ☐ Seller/Buyer ☐ Bailor/Bailor ☐ Licensor/Licensor	
8. OPTIONAL FILER REFERENCE DATA: 004-0588005-102, 303	

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 8008585294	
B. E-MAIL CONTACT AT FILER (optional) filingdept@cscinfo.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 US	

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number:50781603

03/25/14 14:57:02

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME MONTCLAIR GOLF CLUB				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 25 PROSPECT AVENUE		CITY WEST ORANGE	STATE NJ	POSTAL CODE 070520000
			COUNTRY US	

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. **SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY):** Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME General Electric Capital Corporation				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS PO Box 35701		CITY Billings	STATE MT	POSTAL CODE 59107-5701
				COUNTRY US

4. **COLLATERAL:** This financing statement covers the following collateral:

This Financing Statement covers the equipment and other assets described below and/or on any annex, schedule and/or exhibit hereto (which is to be considered an integral part hereof), plus all existing and future replacements, exchanges and substitutions therefor, attachments, accessories, accretions and additions thereto, and insurance, lease, sublease and other proceeds thereof.

Equipment: 1 Toolcat, Serial# AHG811140, Model# 5600

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility ☐ Agricultural Lien ☐ Non-UCC Filing

7. **ALTERNATIVE DESIGNATION (if applicable):** ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailor/Bailor ☐ Licensee/Licensor

8. **OPTIONAL FILER REFERENCE DATA:**

EFS - Indirect - Construction - 9746942001 - 2-2098931419

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
PO BOX 303
TRENTON, NEW JERSEY 08646
25900019

I, THE TREASURER OF NEW JERSEY, DO HEREBY CERTIFY
THAT THE FOLLOWING DOCUMENTS HAVE BEEN FILED AND RECORDED
IN THIS OFFICE ON THE DATES SET FORTH:

DEBTOR: MONTCLAIR GOLF CLUB
25 PROSPECT AVENUE
WEST ORANGE, NJ 07052

SECURED PARTY: TCF EQUIPMENT FINANCE, INC.
1111 W. SAN MARNAN DRIVE
WATERLOO, IA 50701

DATE FILED: 01/28/2011 AT 5:00 P.M.

FILING NUMBER: 25900019

COLLATERAL: ANY AND ALL EQUIPMENT, FIXTURES,
INVENTORY, GOODS AND SOFTWARE FINANCED
BY OR LEASED FROM TCF EQUIPMENT FINANCE,
INC. AND THAT ARE SUBJECT OF AN
AGREEMENT BETWEEN DEBTOR AND TCF
EQUIPMENT FINANCE, INC., OF ANY KIND OR
NATURE WHATSOEVER, WHEREVER LOCATED,
WHETHER NOW OWNED OR HEREAFTER ACQUIRED,
AND ALL RETURNS, REPOSSESSIONS,
SUBSTITUTIONS, REPLACEMENT PARTS,
ADDITIONS, ACCESSORIES, AND ACCESSIONS
THERE TO AND THEREOF, AND ALL PROCEEDS
THEREOF.

FILING HISTORY: 01/28/2011 UCC1

IN TESTIMONY WHEREOF, I HAVE HEREUNTO
SET MY HAND AND AFFIXED MY
OFFICIAL SEAL AT TRENTON, THIS
31ST DAY OF JANUARY, 2011 A.D.



Andrew P Sidamon-Eristoff
State Treasurer

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company [108988751]		800-858-5294
B. E-MAIL CONTACT AT FILER (optional) FilingDept@cscinfo.com		
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Corporation Service Company [108988751] 801 Adlai Stevenson Dr Springfield, IL 62703 US		

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number: 25900019

12/08/15 11:31:25

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

18. INITIAL FINANCING STATEMENT FILE NUMBER
25900019

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record)
(or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 12

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☒ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ **PARTY INFORMATION CHANGE:**

Check one of these two boxes:

This Change affects ☐ Debtor or ☐ Secured Party of record

AND Check one of these three boxes to:

☐ CHANGE name and/or address: Complete item 8a or 8b, and item 7a or 7b and item 7c

☐ ADD name: Complete item 7a or 7b, and item 7c

☐ DELETE name: Give record name to be deleted in item 8a or 8b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (8a or 8b)

8a. ORGANIZATION'S NAME

OR 8b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not use, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

TCF Equipment Finance, Inc.

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**

008-0588005-300 108988751

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Rosa Cortez	8002210102
B. E-MAIL CONTACT AT FILER (optional)	
rcortez@coagencyglobal.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Rosa Cortez COGENCY GLOBAL INC. 10 E. 40th Street New York, NY 10016 US	

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number: 53084644

11/08/19 6:25:14

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME			
MONTCLAIR GOLF CLUB			
OR			
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
25 Prospect Avenue		West Orange	NJ 07052 US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME			
OR			
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME			
Provident Bank			
OR			
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
100 Wood Avenue South		Iselin	NJ 08830 US

4. COLLATERAL: This financing statement covers the following collateral:
All assets used in connection with the mortgage premises as more particularly described in Exhibit A attached hereto. The collateral is within the scope of the New Jersey Uniform Commercial Code, pursuant to 12A:9-102 and 12A:9-109.

See attachment.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box:	
☐ Public Finance Transaction	☐ Manufactured-Home Transaction
6b. Check <u>only</u> if applicable and check <u>only</u> one box:	
☐ A Debtor is a Transacting Utility	☐ Agricultural Lien
7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessor/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA:	

File with: New Jersey Division of Revenue; C1/Mz# 141986.270; Doc# 10227769

EXHIBIT A

NOW, THEREFORE, to secure to Secured Party (i) the repayment of all sums due under this Mortgage, the Mortgage Loan (as defined in the Loan Agreement), and the other Loan Documents (as such term is defined in the Loan Agreement); (ii) the performance of all terms, conditions and covenants set forth in the other Loan Documents; and (iii) all other Obligations in connection with the Mortgage Loan (as defined in the Loan Agreement) (collectively, the "Liabilities"), Debtor has mortgaged, granted and conveyed and by these presents **DOES HEREBY MORTGAGE, GRANT AND CONVEY TO SECURED PARTY, ITS SUCCESSORS AND ASSIGNS**, all of Debtor's right, title and interest now owned or hereafter acquired in and to each of the following (collectively, the "Property"):

(A) The Real Estate;

(B) Any and all buildings and improvements now or hereafter erected on, under or over the Real Estate (the "Improvements");

(C) Any and all fixtures including all, machinery and equipment and other articles of real, personal or mixed property, deemed to be fixtures under applicable law, belonging to Debtor, at any time now or hereafter installed in, attached to or situated in or upon the Real Estate, or the buildings and improvements now or hereafter erected thereon, or used or intended to be used in connection with the Real Estate, or in the operation of the buildings and improvements, plant, business or dwelling situate thereon, whether or not such real, personal or mixed property is or shall be affixed thereto, and all replacements, substitutions and proceeds of the foregoing (all of the foregoing herein called the "Service Equipment"), including without limitation: (i) all appliances, furniture and furnishings; all articles of interior decoration, floor, wall and window coverings; all office, restaurant, bar, kitchen and laundry fixtures, utensils, appliances and equipment; all supplies, tools and accessories; all storm and screen windows, shutters, doors, decorations, awnings, shades, blinds, signs, trees, shrubbery and other plantings; (ii) all building service fixtures, machinery and equipment of any kind whatsoever; all lighting, heating, ventilating, air conditioning, refrigerating, sprinkling, plumbing, security, irrigating, cleaning, incinerating, waste disposal, communications, alarm, fire prevention and extinguishing systems, fixtures, apparatus, machinery and equipment; all elevators, escalators, lifts, cranes, hoists and platforms; all pipes, conduits, pumps, boilers, tanks, motors, engines, furnaces and compressors; all dynamos, transformers and generators; (iii) all building materials, building machinery and building equipment delivered on site to the Real Estate during the course of, or in connection with any construction or repair or renovation of the buildings and improvements; (iv) all parts, fittings, accessories, accessions, substitutions and replacements therefor and thereof; and (v) all files, books, ledgers, reports and records relating to any of the foregoing;

(D) Any and all leases, subleases, tenancies, licenses, occupancy agreements or agreements to lease all or any portion of the Real Estate, Improvements, Service Equipment or all or any other portion of the Property and all extensions, renewals, amendments, modifications and replacements thereof, and any options, rights of first refusal or guarantees relating thereto (collectively, the "Leases"); all rents, income, receipts, revenues, security deposits, escrow

accounts, reserves, issues, profits, awards and payments of any kind payable under the Leases or otherwise arising from the Real Estate, Improvements, Service Equipment or all or any other portion of the Property including, without limitation, minimum rents, additional rents, percentage rents, parking, maintenance and deficiency rents (collectively, the "Rents"); all of the following personal property (collectively referred to as the "Contracts"): all accounts, general intangibles and contract rights (including any right to payment thereunder, whether or not earned by performance) of any nature relating to the Real Estate, Improvements, Service Equipment or all or any other portion of the Property or the use, occupancy, maintenance, construction, repair or operation thereof; all management agreements, franchise agreements, utility agreements and deposits, building service contracts, maintenance contracts, construction contracts and architect's agreements; all maps, plans, surveys and specifications; all warranties and guaranties; all permits, licenses and approvals; and all insurance policies, books of account and other documents, of whatever kind or character, relating to the use, construction upon, occupancy, leasing, sale or operation of the Real Estate, Improvements, Service Equipment or all or any other portion of the Property;

(E) Any and all estates, rights, tenements, hereditaments, privileges, easements, reversions, remainders and appurtenances of any kind benefiting or appurtenant to the Real Estate, Improvements or all or any other portion of the Property; all means of access to and from the Real Estate, Improvements or all or any other portion of the Property, whether public or private; all streets, alleys, passages, ways, water courses, water and mineral rights relating to the Real Estate, Improvements or all or any other portion of the Property; all rights of Debtor as declarant or unit owner under any declaration of condominium or association applicable to the Real Estate, Improvements or all or any other portion of the Property including, without limitation, all development rights and special declarant rights; and all other claims or demands of Debtor, either at law or in equity, in possession or expectancy of, in, or to the Real Estate, Improvements or all or any other portion of the Property (all of the foregoing described in this subsection E herein called the "Appurtenances"); and

(F) Any and all "proceeds" of any of the above-described Real Estate, Improvements, Service Equipment, Leases, Rents, Contracts and Appurtenances, which term "proceeds" shall have the meaning given to it in the Uniform Commercial Code, as amended, (the "Code") of the State in which the Property is located (collectively, the "Proceeds") and shall additionally include whatever is received upon the use, lease, sale, exchange, transfer, collection or other utilization or any disposition or conversion of any of the Real Estate, Improvements, Service Equipment, Leases, Rents, Contracts and Appurtenances, voluntary or involuntary, whether cash or non-cash, including proceeds of insurance and condemnation awards, rental or lease payments, accounts, chattel paper, instruments, documents, contract rights, general intangibles, equipment and inventory.

TO HAVE AND TO HOLD the above granted and conveyed Property unto and to the proper use and benefit of Secured Party, its successors and assigns, forever.

Schedule A



Fells Professional Building

320 Runnymede Road PO Box 66 Essex Fells, N.J. 07021 (973) 226-0141 Fax (973) 226-3061

**DESCRIPTION OF
BLOCK 160, LOTS 2 AND 10 AND
BLOCK 46.01 LOTS 22 THRU 31
LANDS OF
"ROCK SPRING CLUB"
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY NEW JERSEY**

Beginning at a point on the southeasterly sideline, if projected, of Rock Spring Road (60' wide R.O.W.), with the southwesterly line of Lot 17, Block 61 (lands n/l Der, Robert in Deed Book 12282, Pg.732). Said point also being the 7th corner in Deed Book 687, Pg. 331 Tract 1, and being the POINT AND PLACE OF BEGINNING;

thence (1) running along said line of Lot 17, Block 61, South 54 degrees 54 minutes 27 seconds East (S54°54'27"E), a distance of 173.04 feet to a point on the northwesterly line of Lot 18.01, Block 61 (lands n/l Der, Robert in Deed Book 12282, Pg.732)

thence (2) running along said line of Lot 18.01, Block 61, and also along the northwesterly lines of Lot 18.02, Block 61 (lands n/l Township of West Orange) and Lot 10, Block 60.02 (lands n/l Rock Spring Assoc. of N.J., LLC in Deed Book 5834, Pg.522, South 30 degrees 19 minutes 33 seconds West (S30°19'33"W), a distance of 58.00 feet to a point on the northeasterly line of said Lot 10, Block 60.02;

thence (3) running along said line of Lot 10, Block 60.02, North 54 degrees 54 minutes 27 seconds West (N54°54'27"W), a distance of 65.00 feet to a point on the northwesterly line of said Lot 10, Block 60.02;

thence (4) running along said line of Lot 10, Block 60.02, South 17 degrees 46 minutes 33 seconds West (S17°46'33"W), a distance of 284.03 feet, passing over a found iron Pipe at a distance of 283.23 feet, to a point on the northwesterly line of Lot 18, Block 46.03 (lands n/l Hall III, Willard in Deed Book 6203, Pg.390);

thence (5) running along said line of Lot 18, Block 46.03, South 30 degrees 38 minutes 52 seconds West (S30°38'52"W), a distance of 50.34 feet to a point on the northeasterly line of said Lot 18, Block 46.03;

thence (6) running along said line of Lot 18, Block 46.03 and also along the southwesterly line of a 25' wide right of way in Deed Book Q110, Pg.380, on a non-tangent curve, curving to the right, having a radius of 251.37 feet, a central angle of 13 degrees 40 minutes 37 seconds (13°40'37"), an arc length of 60.00 feet, and a chord bearing and distance of North 45 degrees 49 minutes 49 seconds West (N45°49'49"W), 59.88 feet to a point on the northwesterly line of said Lot 18, Block 46.03;

thence (7) running along said line of Lot 18, Block 46.03, South 11 degrees 07 minutes 22 seconds West (S11°07'22"W), a distance of 174.00 feet to a point on the southwesterly line of said Lot 18, Block 46.03;

thence (8) running along said line of Lot 16, Block 46.03, South 52 degrees 40 minutes 08 seconds East (S52°40'08"E), a distance of 248.25 feet to a point on the northwesterly sideline of Winding Way (60' wide R.O.W.-Unimproved). Said point being on a course of North 52 degrees 40 minutes 08 seconds West (N52°40'08"W), a distance of 4.43 feet from a Found Iron Pipe;

thence (9) running along said sideline of Winding Way, on a non-tangent curve, curving to the right, having a radius of 181.34 feet, a central angle of 05 degrees 19 minutes 46 seconds (05°19'46"), an arc length of 16.87 feet, and a chord bearing and distance of South 29 degrees 42 minutes 58 seconds West (S29°42'58"W), 16.86 feet to a point of tangency;

thence (10) still running along said sideline of Winding Way, South 32 degrees 22 minutes 52 seconds West (S32°22'52"W), a distance of 282.23 feet to a point on the northeasterly line of Lot 33, Block 46.01 (lands r/v Cirelli, Pompeo in Deed Book 5148, Pg.523);

thence (11) running along said line of Lot 33, Block 46.01, North 52 degrees 40 minutes 08 seconds West (N52°40'08"W), a distance of 176.67 feet to a point on the northwesterly line of said Lot 33, Block 46.01;

thence (12) running along said line of Lot 33, Block 46.01 and also along the northwesterly line of Lot 32, Block 46.01 (lands r/v Marcantonio, John in Deed Book 5156, Pg.226), South 35 degrees 13 minutes 09 seconds West (S35°13'09"W), a distance of 141.30 feet to a point on the southwesterly line of said Lot 32, Block 46.01;

thence (13) running along said line of Lot 32, Block 46.01, South 44 degrees 02 minutes 08 seconds East (S44°02'08"E), a distance of 166.32 feet to a point on northwesterly sideline of Undercliff Terrace South (60' wide R.O.W.);

thence (14) running along said sideline of Undercliff Terrace South, South 46 degrees 57 minutes 52 seconds West (S46°57'52"W), a distance of 790.93 feet to an angle point in same, said point being on a course of North 37 degrees 10 minutes 38 seconds West (N37°10'38"W) 50.36' from a Found Stone Monument on the angle point on the southeasterly line of said Undercliff Terrace South;

thence (15) running along said sideline of Undercliff Terrace South, South 58 degrees 40 minutes 52 seconds West (S58°40'52"W), a distance of 114.95 feet to an angle point in same;

thence (16) running along said sideline of Undercliff Terrace South, South 58 degrees 03 minutes 52 seconds West (S58°03'52"W), a distance of 14.91 feet to a point on the northerly sideline of Walker Road (50' wide R.O.W.);

thence (17) running along said line of Walker Road, on a non-tangent curve, curving to the left, having a radius of 2,417.34 feet, a central angle of 01 degrees 36 minutes 22 seconds (01°36'22"), an arc length of 67.76 feet, and a chord bearing and distance of North 83 degrees 48 minutes 39 seconds West (N83°48'39"W), 67.73 feet to a point of non-tangent curve on said sideline of Walker Road;

thence (18) still running along said sideline of Walker Road, on a non-tangent curve, curving to the right, having a radius of 610.00 feet, a central angle of 15 degrees 44 minutes 48 seconds (15°44'48"), an arc length of 140.16 feet, and a chord bearing and distance of North 82 degrees 57 minutes 22 seconds West (N82°57'22"W), 139.72 feet to a point of tangency;

thence (19) still running along said sideline of Walker Road, North 75 degrees 04 minutes 58 seconds West (N75°04'58"W), a distance of 499.05 feet to an angle point;

thence (20) still running along said sideline of Walker Road, North 74 degrees 08 minutes 56 seconds West (N74°08'56"W), a distance of 1,173.18 feet to a point of curvature;

thence (21) still running along said sideline of Walker Road, on a curve, curving to the right having a radius of 203.18 feet, a central angle of 47 degrees 20 minutes 00 seconds (47°20'00"), an arc distance of 187.84 feet, and a chord bearing and distance of North 50 degrees 28 minutes 58 seconds West (N50°28'58"W); 183.10 feet to a point of tangency on the northeasterly sideline of Walker Road;

thence (22) running along said sideline of Walker Road, North 26 degrees 48 minutes 58 seconds West (N26°48'58"W), a distance of 228.05 feet to an angle point in pavement in the easterly sideline of said Walker Road;

thence (23) running along said sideline of Walker Road, North 04 degrees 48 minutes 02 seconds East (N04°48'02"E), a distance of 279.31 feet to a point of curvature;

thence (24) running along said sideline of Walker Road, on a curve, curving to the right having a radius of 421.81 feet, a central angle of 30 degrees 04 minutes 00 seconds (30°04'00"), an arc distance of 221.35 feet, and a chord bearing and distance of North 18 degrees 51 minutes 02 seconds East (N18°51'02"E), 218.82 feet to a point of tangency on the southeasterly sideline of said Walker Road;

thence (25) running along said sideline of Walker Road, North 34 degrees 53 minutes 02 seconds East (N34°53'02"E), a distance of 413.88 feet to a point on the southwesterly line of Lot 1.05, Block 160 (lands n/l Dacey Jr., William in Deed Book 6604, Pg.313);

thence (26) running along said line of Lot 1.05, Block 160, South 55 degrees 08 minutes 58 seconds East (S55°08'58"E), a distance of 115.00 feet, passing over a Found Iron Pipe at a distance of 114.45 feet, to a point on the southeasterly line of said Lot 1.05, Block 160.;

thence (27) running along said southeasterly line of Lot 1.05, Block 160, North 30 degrees 32 minutes 12 seconds East (N30°32'12"E), a distance of 188.52 feet to a point on the southerly line of Lot 1.04, Block 160 (lands n/l Hopping, Richard in Deed Book 6405, Pg.911). Said point creates a 2.77 foot right angle gore between said Lot 1.05, Block 160 and said Lot 1.04, Block 160;

thence (28) running along said southerly line of Lot 1.04, Block 160, South 84 degrees 08 minutes 45 seconds East (S84°08'45"E), a distance of 21.38 feet to a point on the easterly line of said Lot 1.04, Block 160;

thence (29) running along said easterly line of Lot 1.04, Block 160, North 05 degrees 53 minutes 15 seconds East (N05°53'15"E), a distance of 15.00 feet to a point on the southerly line of Lot 1, Block 160 (lands n/l "Hilton Head North" in Deed Book 4782, Pg.652);

thence (30) running along said southerly line of Lot 1, Block 160, South 84 degrees 08 minutes 45 seconds East (S84°08'45"E), a distance of 340.35 feet to a Found Iron Bar;

thence (31) making a line through said Lot 1, Block 160, following an existing chain link fence, North 48 degrees 13 minutes 37 seconds East (N48°13'37"E), a distance of 180.41 feet to a Found Iron Bar on the easterly line of said Lot 1, Block 160; (this course is based on old map records and physical evidence found in field at time of survey. No Deed recording of a conveyance was found)

thence (32) running along said easterly line of Lot 1, Block 160, North 19 degrees 25 minutes 36 seconds East (N19°25'36"E), a distance of 408.28 feet to a point on the northeasterly line of said Lot 1, Block 160;

thence (33) running along said northeasterly line of Lot 1, Block 160, North 28 degrees 24 minutes 05 seconds West (N28°24'05"W), a distance of 92.40 feet to a point on the southeasterly line of Northfield Ave, a county road (100' wide R.O.W.);

thence (34) running along said southeasterly sideline of Northfield Avenue, North 60 degrees 15 minutes 58 seconds East (N60°15'58"E), a distance of 297.14 feet to a point of curvature, Said point being on a course of South 28 degrees 44 minutes 05 seconds East (S28°44'05"E,) 2.00 feet from a Found Conc. Monument at County Highway Centerline Station PC183+03.57;

thence (35) running along said southeasterly line of Northfield Avenue, on a curve, curving to the right having a radius of 1,382.89 feet, a central angle of 18 degrees 14 minutes 50 seconds (18°14'50"), an arc distance of 484.48 feet, and a chord bearing and distance of North 89 degrees 53 minutes 20 seconds East (N89°53'20"E), 462.30 feet to a point of tangency on the southerly sideline of said Northfield Avenue. Said point being on a course of South 10 degrees 29 minutes 15 seconds East (S10°29'15"E) 60.00 feet from a Found Conc. Monument in the centerline line of Northfield Avenue at County Highway Station PT 187+84.85;

thence (36) running along said sideline of Northfield Avenue, North 79 degrees 30 minutes 45 seconds East (N79°30'45"E), a distance of 691.62 feet to a point on the westerly side line of West Road (50' wide R.O.W.-Unimproved);

thence (37) running along said sideline of West Road, South 03 degrees 37 minutes 33 seconds West (S03°37'33"W), a distance of 245.50 feet to an angle point on the southwesterly sideline of said West Road;

thence (38) running along said southwesterly sideline of West Road, South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 89.19 feet to a point on the northwesterly line of Lot 3, Block 160 (lands n/f Imperiale, Diane in Deed Book 12013, Pg.3743);

thence (39) running along said line of Lot 3, Block 160, South 46 degrees 16 minutes 33 seconds West (S46°16'33"W), a distance of 150.00 feet to a point on the southwesterly line of said Lot 3, Block 160;

thence (40) running along said line of Lot 3, Block 160 and also along the southwesterly lines of Lot 4, Block 160 (lands n/f Trank, Richard and Sivill, Nancy in Deed Book 5387, Pg.256), Lot 5, Block 160 (lands n/f Goetz, William in Deed Book 12434, Pg.5689) and Lot 7, Block 160 (lands n/f Cuomo, Thomas in Deed Book 5231, Pg.477), South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 452.55 feet to a point on the southeasterly line of said Lot 7, Block 160;

thence (41) running along said southeasterly line of Lot 7, Block 160, North 48 degrees 16 minutes 33 seconds East (N48°16'33"E), a distance of 6.00 feet to a point on the southwesterly line of said Lot 7, Block 160;

thence (42) running along said southwesterly line of Lot 7, Block 160 and also along the southwesterly lines of Lot 8, Block 160 (lands n/f Assegkile, Fantu in Deed Book 12379, Pg.4580) and Lot 9, Block 160 (lands n/f McCauley, Patrick in Deed Book 4833, Pg.38), South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 266.64 feet to a Found Iron Pipe on the northwesterly sideline of said Rock Spring Road;

thence (43) running along said northwesterly sideline of Rock Spring Road, South 37 degrees 43 minutes 33 seconds West (S37°43'33"W), a distance of 5.07 feet to a point at the terminus of said Rock Spring Road;

thence (44) running along said terminus of Rock Spring Road, South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 50.58 feet to a point on the said southeasterly sideline of Rock Spring Road;

thence (45) running along the said sideline of Rock Spring Road, if projected, South 37 degrees 43 minutes 33 seconds West (S37°43'33"W), a distance of 18.44 feet to the POINT AND PLACE OF BEGINNING.

Containing 5,191,818 square feet or 119.1877 acres, more or less.

This Description in accordance with a Boundary Survey
prepared by G. C. Stewart Associates, Inc, 320 Runnymede Road,
Essex Fells, New Jersey, dated June 30, 2014.



Fells Professional Building
320 Rummage Road PO Box 66 Essex Fells, N.J. 07021 (973) 226-0141 Fax (973) 226-3061

DESCRIPTION OF
BLOCK 160.01, LOTS 30 and 34
LANDS OF
"ROCKSPRING CLUB"
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY NEW JERSEY

Beginning at a point on the southwestern sideline of Walker Road (60' wide R.O.W.) with the eastern line of Lot 30.04, Block 160.01 (lands of Gardner, Lawrence in Deed Book 5203, Pg. 348) and being distant southeasterly along said sideline of Walker Road, 422.62 feet along various courses from the intersection of said sideline of Walker Road with the southeasterly sideline of Spring Hill Drive (90' wide R.O.W.), if projected. Said point also being the 8th corner in Deed Book 087, Pg. 331 Tract 2, and being the POINT AND PLACE OF BEGINNING;

thence (1) running along said southwestern sideline of Walker Road, South 78 degrees 04 minutes 58 seconds East (S78°04'58"E), a distance of 304.44 feet to a point of curvature;

thence (2) still along said sideline of Walker Road, on a curve, curving to the left having a radius of 560.00 feet, a central angle of 13 degrees 10 minutes 36 seconds (13°10'36"), on arc distance of 128.79 feet, and a chord bearing and distance of South 81 degrees 40 minutes 18 seconds East (S81°40'18"E), 128.80 feet to a point of intersection with the northwesterly line of Undercliff Terrace South (80' wide R.O.W.);

thence (3) running along said northwesterly sideline of Undercliff Terrace South, South 36 degrees 20 minutes 37 seconds West (S36°20'37"W), a distance of 218.85 feet to an angle point;

thence (4) still along said sideline of Undercliff Terrace South, South 37 degrees 42 minutes 37 seconds West (S37°42'37"W), a distance of 290.86 feet to an angle point;

thence (5) still along said sideline of Undercliff Terrace South, passing over a Stone Monument at the terminus of said Undercliff Terrace South at a distance of 0.34 feet, and also along the northwesterly line of Lot 3, Block 45.08 (lands of Jacoba, Howard in Deed Book 5141, Pg. 707 Tract 1), South 33 degrees 20 minutes 37 seconds West (S33°20'37"W), a distance of 808.06 feet to a point, said point being North 33 degrees 20 minutes 37 seconds East (N33°20'37"E), 1.03 feet from a Fourd Stone Monument, Point also being on the northeasterly line of Lot 10, Block 180.04 as shown on a certain map entitled Final Plat "Rock Spring Estates" Township of West Orange, Essex County, New Jersey. Prepared by GC Stewart Assoc., Dated 1/30/84 and Filed 3/09/84 as Map No. 3548.

thence (6) running along said northeasterly line of Lot 10, Block 180.04, and also along the northeasterly sideline of Hillcrest Avenue (60' wide R.O.W. as shown on said Filed Map), North 73 degrees 58 minutes 58 seconds West (N73°58'58"W), a distance of 520.84 feet to a point of curvature;

thence (7) running along said sideline of Hillcrest Avenue, on a curve, curving to the left having a radius of 175.00 feet, a central angle of 40 degrees 00 minutes 00 seconds (40°00'00"), on arc distance of 122.17 feet, and a chord bearing and distance of South 88 degrees 03 minutes 02 seconds West (S88°03'02"W), 119.74 feet to a point of tangency on the northwesterly sideline of said Hillcrest Avenue;

thence (8) running along said sidewalk of Hillcrest Avenue, South 88 degrees 03 minutes 02 seconds West (S88°03'02"W), a distance of 62.70 feet to a point of curvature;

thence (9) running along said sidewalk of Hillcrest Avenue, on a curve, curving to the right having a radius of 26.00 feet, a central angle of 40 degrees 00 minutes 00 seconds (40°00'00"), an arc distance of 17.46 feet, and a chord bearing and distance of South 88 degrees 03 minutes 02 seconds West (S88°03'02"W), 17.10 feet to a point of tangency on the northeasterly sidewalk of said Hillcrest Avenue. Said point being on a course of North 16 degrees 03 minutes 02 seconds East (N16°03'02"E), a distance of 2.00 feet from a Found Conc. Monument;

thence (10) running along said northeasterly sidewalk of Hillcrest Avenue, North 73 degrees 56 minutes 58 seconds West (N73°56'58"W), a distance of 25.00 feet to a point on the southeasterly line of Lot 26, Block 180.01 as shown on a certain map entitled "Rock Spring at West Orange" a subdivision owned by the Barwin Company, Prepared by Freeman and Winston, dated 7/02/56 and Rev. 10/23/58;

The following (2) courses are along said map of "Rock Spring at West Orange"

thence (11) running along the said southeasterly line of Lot 26, Block 180.01, North 16 degrees 03 minutes 02 seconds East (N16°03'02"E), a distance of 100.00 feet to a point in the northeasterly line of said Lot 26, Block 180.01;

thence (12) running along said northeasterly line of Lot 26, Block 180.01, North 73 degrees 56 minutes 58 seconds West (N73°56'58"W), a distance of 22.38 feet to a point in the southeasterly line of said Lot 26, Block 180.01;

thence (13) running along said southeasterly line of Lot 26, Block 180.01 and also along the northeasterly lines of Lots 24, 19, 18, 13, 12 and 11, Block 180.01, North 32 degrees 38 minutes 02 seconds East (N32°38'02"E), a distance of 1,058.21 feet to a point on the southerly line of Lot 30.01, Block 180.01 (lands in Township of West Orange in Deed Book 4182, Pg.328);

thence (14) running along said southerly line of Lot 30.01, Block 180.01 and also along the southerly lines of Lot 30.05, Block 180.01 (lands in Carter, Shown in Deed Book 12100, Pg.4688) and said Lot 30.04, Block 180.01, South 76 degrees 04 minutes 58 seconds East (S76°04'58"E), a distance of 288.48 feet to a point on the southerly line of said Lot 30.04, Block 180.01;

thence (15) running along said southerly line of Lot 30.04, Block 180.01, North 71 degrees 56 minutes 32 seconds East (N71°56'32"E), a distance of 125.10 feet to a corner in same.

thence (16) running along said easterly line of Lot 30.04, Block 180.01, North 14 degrees 56 minutes 02 seconds East (N14°56'02"E), a distance of 142.00 feet to the
POINT AND PLACE OF BEGINNING

Containing 895,816 square feet or 20.7078 acres, more or less.

This Description is in accordance with a Boundary Survey
Prepared by G. C. Stewart Associates, Inc. 320 Runnymede Road,
Essex Falls, New Jersey, dated June 30, 2014.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company		8008585294
B. SEND ACKNOWLEDGMENT TO: (Name and Address)		
Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 US		

State of New Jersey
 Department of the Treasury
 Division of Revenue
 UCC Section
 Filed
 Filing Number: 50210862
 03/23/12 14:30:48

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names				
1a. ORGANIZATION'S NAME MONTCLAIR GOLF CLUB				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 25 PROSPECT AVENUE		CITY WEST ORANGE	STATE NJ	POSTAL CODE 07052
1d. SEE INSTRUCTIONS		ADDL INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION NJ
			1g. ORGANIZATIONAL ID #, if any 0100869873	☐ NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names				
2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. SEE INSTRUCTIONS		ADDL INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
			2g. ORGANIZATIONAL ID #, if any	☐ NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME VGM Financial Services a Division of TCF Equipment Finance, Inc.				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 1111 W. San Marcan Drive		CITY Waterloo	STATE IA	POSTAL CODE 50701
				COUNTRY US

4. This FINANCING STATEMENT covers the following collateral:
 ANY AND ALL EQUIPMENT, FIXTURES, INVENTORY, GOODS AND SOFTWARE FINANCED BY OR LEASED FROM TCF
 EQUIPMENT FINANCE, INC. AND THAT ARE SUBJECT OF AN AGREEMENT BETWEEN DEBTOR AND TCF EQUIPMENT FINANCE,
 INC., OF ANY KIND OR NATURE WHATSOEVER, WHEREVER LOCATED, WHETHER NOW OWNED OR HEREAFTER ACQUIRED,
 AND ALL RETURNS, REPOSSESSIONS, SUBSTITUTIONS, REPLACEMENT PARTS, ADDITIONS, ACCESSORIES, AND ACCESSIONS
 THERETO AND THEREOF, AND ALL PROCEEDS THEREOF.

5. ALTERNATIVE DESIGNATION (if applicable):	☐ LESSEE/LESSOR	☐ CONSIGNEE/CONSIGNOR	☐ BAILEE/BAILOR	☐ SELLER/BUYER	☐ AG. LIEN	☐ NON-UCC FILING
6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(s) on Debtor(s) (optional)		☐ All Debtors ☐ Debtor 1 ☐ Debtor 2			
8. OPTIONAL FILER REFERENCE DATA 004-0588005-100						

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company [123640482]		800-858-5294
B. E-MAIL CONTACT AT FILER (optional) FilingDept@cscinfo.com		
C. SEND ACKNOWLEDGMENT TO: (Name and Address)		
Corporation Service Company [123640482] 801 Adlai Stevenson Dr Springfield, IL 62703 US		

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number: 50210862

11/10/16 15:55:57

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
50210862

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record)
(or recorded) in the REAL ESTATE RECORDS
Filed: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 12

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record

☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c

☐ ADD name: Complete item 7a or 7b, and item 7c

☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY or RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

VGM Financial Services a Division of TCF Equipment

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

004-0588005-100 123640482

DEPARTMENT OF TREASURY
SEC SECTION
FILED

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

2014 OCT 31 P 3:30

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRfiling@cscinfo.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 92789388 - 345090 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703-4281	
Filed in: New Jersey (S.O.S.)	

26622361
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the individual Debtor information in item 19 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Montclair Golf Club				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 25 Prospect Avenue		CITY West Orange	STATE NJ	POSTAL CODE 07052
				COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the individual Debtor information in item 19 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME PNC Equipment Finance, LLC				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 995 Dalton Ave		CITY Cincinnati	STATE OH	POSTAL CODE 45203
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:
See Attached

2703871
4815174
2 PAGE ATTACHMENT

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative	
6a. Check only if applicable and check only one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transacting Utility	
6b. Check only if applicable and check only one box: ☐ Agricultural Lien ☐ Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): ☒ Lessor/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensee	
8. OPTIONAL FILER REFERENCE DATA: 184858000 - 7692499	

92789388

The equipment and other goods and all software and other general intangibles which are more fully described below and on

Lease Agreement Number 184658000, whether now owned or existing or hereafter acquired or arising, leased to Debtor, as lessee, by

Secured Party, as lessor, all replacements, substitutions, attachments, accessions, upgrades, parts and additions to such property, all options to purchase such property, all supporting obligations pertaining to the foregoing, and all proceeds of the foregoing (cash and non-cash), including, without limitation, insurance proceeds and condemnation awards and all proceeds

in the form of accounts, chattel paper, general intangibles, goods or instruments.

Montclair Golf Club

25 Prospect Avenue

West Orange, NJ 07062

County: Essex

-----Equipment List for above location-----

Qty	Serial#	Description
1	541164	2015 Club Car Electric Golf Cars
1	541162	2015 Club Car Electric Golf Cars
1	541166	2015 Club Car Electric Golf Cars
1	541167	2015 Club Car Electric Golf Cars
1	541168	2015 Club Car Electric Golf Cars
1	541169	2015 Club Car Electric Golf Cars
1	541171	2015 Club Car Electric Golf Cars
1	541173	2015 Club Car Electric Golf Cars
1	541174	2015 Club Car Electric Golf Cars
1	541176	2015 Club Car Electric Golf Cars
1	541178	2015 Club Car Electric Golf Cars
1	541126	2015 Club Car Electric Golf Cars
1	541228	2015 Club Car Electric Golf Cars
1	541230	2015 Club Car Electric Golf Cars
1	541232	2015 Club Car Electric Golf Cars
1	541234	2015 Club Car Electric Golf Cars
1	541235	2015 Club Car Electric Golf Cars
1	541237	2015 Club Car Electric Golf Cars
1	541238	2015 Club Car Electric Golf Cars
1	541240	2015 Club Car Electric Golf Cars
1	541241	2015 Club Car Electric Golf Cars
1	541242	2015 Club Car Electric Golf Cars
1	541243	2015 Club Car Electric Golf Cars
1	541244	2015 Club Car Electric Golf Cars
1	541245	2015 Club Car Electric Golf Cars
1	541246	2015 Club Car Electric Golf Cars
1	541248	2015 Club Car Electric Golf Cars
1	541249	2015 Club Car Electric Golf Cars
1	541250	2015 Club Car Electric Golf Cars
1	541251	2015 Club Car Electric Golf Cars
1	541252	2015 Club Car Electric Golf Cars

DEPARTMENT OF TREASURY
REC. SECTION
FILED
2019 OCT 31 P 3:30

1	541253	2015 Club Car Electric Golf Cars
1	541254	2015 Club Car Electric Golf Cars
1	541255	2015 Club Car Electric Golf Cars
1	541258	2015 Club Car Electric Golf Cars
1	541257	2015 Club Car Electric Golf Cars
1	541258	2015 Club Car Electric Golf Cars
1	541259	2015 Club Car Electric Golf Cars
1	541260	2015 Club Car Electric Golf Cars
1	541261	2015 Club Car Electric Golf Cars
1	541262	2015 Club Car Electric Golf Cars
1	541263	2015 Club Car Electric Golf Cars
1	541264	2015 Club Car Electric Golf Cars
1	541265	2015 Club Car Electric Golf Cars
1	541266	2015 Club Car Electric Golf Cars
1	541267	2015 Club Car Electric Golf Cars
1	541268	2015 Club Car Electric Golf Cars
1	541271	2015 Club Car Electric Golf Cars
1	541272	2015 Club Car Electric Golf Cars
1	541273	2015 Club Car Electric Golf Cars
1	541274	2015 Club Car Electric Golf Cars
1	541275	2015 Club Car Electric Golf Cars
1	541277	2015 Club Car Electric Golf Cars
1	541278	2015 Club Car Electric Golf Cars
1	541279	2015 Club Car Electric Golf Cars
1	541280	2015 Club Car Electric Golf Cars
1	541287	2015 Club Car Electric Golf Cars
1	541288	2015 Club Car Electric Golf Cars
1	541289	2015 Club Car Electric Golf Cars
1	541290	2015 Club Car Electric Golf Cars

DEPARTMENT OF TREASURY
TSC SECTION
FILED

2014 OCT 31 P 3:30

-----Equipment List End-----

This filing is for precautionary purposes in connection with a leasing transaction and is not to be construed as indicating that the transaction is other than a true lease

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 1-800-858-5294	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) 51530615 - 345080 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703	
Filed In: New Jersey (S.O.S.)	

200 JUL 21 P 5:00

2571214-8

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names.							
1a. ORGANIZATION'S NAME Montclair Golf Club							
OR		1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS 25 Prospect Avenue				CITY West Orange	STATE NJ	POSTAL CODE 07052	COUNTRY USA
2d. SEE INSTRUCTIONS	ADDITIONAL INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Non-Profit	1f. JURISDICTION OF ORGANIZATION NJ	1g. ORGANIZATIONAL ID # (any)		0100889873	
						☐ NONE	
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names							
2a. ORGANIZATION'S NAME							
OR		2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS				CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADDITIONAL INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID # (any)		☐ NONE	
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)							
3a. ORGANIZATION'S NAME PNCEF, LLC							
OR		3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 995 Dalton Ave.				CITY Cincinnati	STATE OH	POSTAL CODE 45203	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:
See Attached

Page Attachment

2-318347
4191816

5. ALTERNATIVE DESIGNATION (if applicable)		☒ LESSEE/LESSOR	☐ CONSIGNEE/CONSIGNOR	☐ BAILEE/BAILOC	☐ SELLER/BUYER	☐ AG. LIEN	☐ NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for record) (for recording) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)		7. Check to REQUEST SEARCH REPORT (S) on Debtor(s)		8. OPTIONAL FILER REFERENCE DATA			
		ADDITIONAL FEE		All Debtors		Debtor 1	Debtor 2

51530615

The equipment and other goods and all software and other general intangibles which are described on Lease Agreement Number 135340000 and Equipment Schedule A attached hereto and made a part hereof, whether now owned or existing or hereafter acquired or arising, leased to Debtor, as lessee, by Secured Party, as lessor, all replacements, substitutions, attachments, accessions, upgrades, parts and additions to such property, all options to purchase such property, all supporting obligations pertaining to the foregoing, and all proceeds of the foregoing (cash and non-cash), including, without limitation, insurance proceeds and condemnation awards and all proceeds in the form of accounts, chattel paper, general intangibles, goods or instruments.

This filing is for precautionary purposes in connection with a leasing transaction and is not to be construed as indicating that the transaction is other than a true lease.

Montclair Golf Club

25 Prospect Avenue

West Orange, NJ 07052

County: Essex

***** Equipment List for above location *****

Qty	Ser #	Description
1	(RG1045-146021)	2010 Club Car Turf2 Gas Utility Vehicles with electric bed lifts
1	(RG1045-146024)	2010 Club Car Turf2 Gas Utility Vehicles with electric bed lifts
1	(RG1045-146032)	2010 Club Car Turf2 Gas Utility Vehicles with electric bed lifts
1	(RG1045-146044)	2010 Club Car Turf2 Gas Utility Vehicles with electric bed lifts
1	(RG1045-146048)	2010 Club Car Turf2 Gas Utility Vehicles with electric bed lifts
1	(RG1045-146056)	2010 Club Car Turf2 Gas Utility Vehicles with electric bed lifts
1	(RG1045-146064)	2010 Club Car Turf2 Gas Utility Vehicles with electric bed lifts
1	(RG1045-146079)	2010 Club Car Turf2 Gas Utility Vehicles with electric bed lifts
1	(RG1045-146083)	2010 Club Car Turf2 Gas Utility Vehicles with electric bed lifts
1	(RB1045-146165)	2010 Club Car Turf2 Gas Utility Vehicles with driving range enclosures
1	(RB1045-146182)	2010 Club Car Turf2 Gas Utility Vehicles with driving range enclosures
1	(HG1044-145087)	2010 Club Car Turf1 Gas Utility Vehicles with electric bed lifts
1	(HG1044-145136)	2010 Club Car Turf1 Gas Utility Vehicles with electric bed lifts
1	(HG1044-145138)	2010 Club Car Turf1 Gas Utility Vehicles with electric bed lifts
1	(HG1044-145141)	2010 Club Car Turf1 Gas Utility Vehicles with electric bed lifts
1	(HG1044-145149)	2010 Club Car Turf1 Gas Utility Vehicles with electric bed lifts
1	(HG1044-145151)	2010 Club Car Turf1 Gas Utility Vehicles with electric bed lifts
1	(HG1044-145153)	2010 Club Car Turf1 Gas Utility Vehicles with electric bed lifts
1	(HG1044-145154)	2010 Club Car Turf1 Gas Utility Vehicles with electric bed lifts
1	(HG1044-145279)	2010 Club Car Turf1 Gas Utility Vehicles with electric bed lifts
1	(HG1044-145282)	2010 Club Car Turf1 Gas Utility Vehicles with electric bed lifts
1	(HG1044-145285)	2010 Club Car Turf1 Gas Utility Vehicles with electric bed lifts
1	(AG0906-999589)	2010 Gas Villager 4 with canopy top and windshield

Together with all attachments, tooling, accessories, appurtenances and additions thereto.

***** Equipment List End *****

25912147
00 00 01 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 00

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 8008585294	
B. E-MAIL CONTACT AT FILER (optional) filingdept@cscinfo.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 US	

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number: 25712148

06/16/15 15:53:32

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 25712148	1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. For: attach Amendment Acknowledgment (Form UCC3AD) and provide Debtor's name in item 13
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2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record

☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c

☐ ADD name: Complete item 7a or 7b, and item 7c

☐ DELETE name: Give record name to be deleted in item 8a or 8b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (8a or 8b)

8a. ORGANIZATION'S NAME

OR 8b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
-----------------------------	---------------------	-------------------------------	--------

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
-----------------------------	----------------------------------	--	--------

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

PNCER, LLC

OR 9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
-----------------------------	---------------------	-------------------------------	--------

10. OPTIONAL FILER REFERENCE DATA:

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
PO BOX 303
TRENTON, NEW JERSEY 08646
24664271

I, THE TREASURER OF NEW JERSEY, DO HEREBY CERTIFY
THAT THE FOLLOWING DOCUMENTS HAVE BEEN FILED AND RECORDED
IN THIS OFFICE ON THE DATES SET FORTH:

DEBTOR: ROCK SPRING CLUB
90 ROCK SPRING ROAD
WEST ORANGE, NJ 07052

SECURED PARTY: WELLS FARGO FINANCIAL LEASING, INC.
800 WALNUT STREET
F4031-040
DES MOINES, IA 50309

DATE FILED: 04/02/2008 AT 5:00 P.M.

FILING NUMBER: 24664271

COLLATERAL: ALL EQUIPMENT HERETOFORE, NOW OR
HEREAFTER LEASED OR FINANCED BY SECURED
PARTY (LESSOR) TO DEBTOR (LESSEE),
PURSUANT TO THE TERMS OF THAT CERTAIN
MASTER LEASE AGREEMENT NUMBER
#019-0000831 AND ANY SCHEDULES THERETO,
TOGETHER WITH ALL PARTS, ACCESSORIES,
ATTACHMENTS, SUBSTITUTIONS, ADDITIONS
AND REPLACEMENTS THERETO AND THEREOF,
NOW OR HEREAFTER INSTALLED IN, AFFIXED
TO, OR USED IN CONJUNCTION THEREWITH AND
THE PROCEEDS THEREOF, TOGETHER WITH ALL
PERIODIC PAYMENTS, INSURANCE PROCEEDS,
OTHER PROCEEDS AND PAYMENTS DUE, AND TO
BECOME DUE, ARISING FROM OR RELATING TO
SAID EQUIPMENT. THE ABOVE-DESCRIBED
PROPERTY IS OWNED BY SECURED PARTY
(LESSOR) AND/OR ITS ASSIGNEE AND IS
LEASED TO DEBTOR (LESSEE).

FILING HISTORY: 04/02/2008 UCC1

IN TESTIMONY WHEREOF, I HAVE HEREUNTO
SET MY HAND AND AFFIXED MY
OFFICIAL SEAL AT TRENTON, THIS
3RD DAY OF APRIL, 2008 A.D.



R. David Rousseau
Acting State Treasurer

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Corporation Service Company [72292131]	800-858-5294
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Corporation Service Company [72292131] 801 Adlai Stevenson Dr Springfield, IL 62703 US	

State of New Jersey
Department of the Treasury
Division of Revenue
UCC Section
Filed
Filing Number: 24664271

12/26/12 17:37:19

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 34664271		1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS ☐			
2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.					
3. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.					
4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9					
5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor ☒ Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7. ☐ CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).					
6. CURRENT RECORD INFORMATION					
6a. ORGANIZATION'S NAME					
OR					
6b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
7. CHANGED (NEW) OR ADDED INFORMATION:					
7a. ORGANIZATION'S NAME					
OR					
7b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
7c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
7d. SEE INSTRUCTIONS	ADD INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any	
				☐ NONE	

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment) If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment:				
9a. ORGANIZATION'S NAME Wells Fargo Financial Leasing, Inc.				
OR				
9b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA

[72292131]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Corporation Service Company	8008585294
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 US	

State of New Jersey
Department of the Treasury
Division of Revenue
UCC Section
Filed
Filing Number: 24664271
03/15/13 14:37:11

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 24664271	1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS ☐
--	--

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.
--

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.
--

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.
--

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor ☒ Secured Party of record. Check only one of these two boxes.	
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7:	
☐ CHANGE name and/or address: Please refer to the detailed instructions in regard to changing the name/address of a party.	☐ DELETE name: Give record name to be deleted in item 6a or 6b.
☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).	

6. CURRENT RECORD INFORMATION:			
6a. ORGANIZATION'S NAME			
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
			SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:			
7a. ORGANIZATION'S NAME			
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
			SUFFIX

7c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
7d. SEE INSTRUCTIONS	ADD INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any	
				☐ NONE	

8. AMENDMENT (COLLATERAL CHANGE): check only one box.	
Describe collateral ☐ deleted or ☐ added, or give entire ☒ restated collateral description, or describe collateral ☐ assigned.	
All Equipment heretofore, now or hereafter leased or financed by Secured Party (Lessor) to or for Debtor (Lessee), together with all parts, accessories, attachments, substitutions, additions thereto and replacements thereof, now or hereafter installed in, affixed to, or used in conjunction therewith and the proceeds thereof, together with all periodic payments, insurance proceeds, other proceeds and payments due, and to become due, arising from or relating to said Equipment.	

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment; if this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.			
9a. ORGANIZATION'S NAME			
Wells Fargo Financial Leasing, Inc.			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
			SUFFIX

10. OPTIONAL FILER REFERENCE DATA	
019-0000831-001- Debtor: ROCK SPRING CLUB	

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 8008585294	
B. E-MAIL CONTACT AT FILER (optional) filingdept@cscinfo.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 US	

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number:24664271

04/22/16 13:12:44

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

24664271

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record)
(or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 1d

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☒ **PARTY INFORMATION CHANGE:**

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☒ Debtor or ☐ Secured Party of record

☐ CHANGE name and/or address: Complete item 8a or 8b, and item 7a or 7b and item 7c

☒ ADD name: Complete item 7a or 7b, and item 7c

☐ DELETE name: Give record name to be deleted in item 8a or 8b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (8a or 8b)

8a. ORGANIZATION'S NAME

OR 8b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

Montclair Golf Club

OR 7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

90 Rock Spring Road

CITY

West Orange

STATE

NJ

POSTAL CODE

07052

COUNTRY

US

8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

Wells Fargo Financial Leasing, Inc.

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**

603-0000831-001-Debtor:ROCK SPRING CLUB

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company [141141060] 800--858-5294	
B. E-MAIL CONTACT AT FILER (optional) FilingDept@cscinfo.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Corporation Service Company [141141060] 801 Adlai Stevenson Dr Springfield, IL 62703 US	

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number: 24664271

01/10/18 13:16:43

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

24664271

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. **File: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13**

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8.

4. ☒ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

5. ☐ **PARTY INFORMATION CHANGE:**

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record

☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c

☐ ADD name: Complete item 7a or 7b, and item 7c

☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment). If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

Wells Fargo Financial Leasing, Inc.

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**

141141060

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company [73763839]		800-858-5294
B. SEND ACKNOWLEDGMENT TO: (Name and Address)		
Corporation Service Company [73763839] 801 Adlai Stevenson Dr Springfield, IL 62703 US		

State of New Jersey
 Department of the Treasury
 Division of Revenue
 UCC Section
 Filed
 Filing Number: 50453474
 02/22/13 18:22:23

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names					
1a. ORGANIZATION'S NAME Montclair Golf Club					
OR					
1b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 25 PROSPECT AVENUE		CITY WEST ORANGE		STATE NJ	POSTAL CODE 07052
1d. SEE INSTRUCTIONS		1e. TYPE OF ORGANIZATION Corporation		1f. JURISDICTION OF ORGANIZATION NJ	
ADD'L INFO RE ORGANIZATION DEBTOR				1g. ORGANIZATIONAL ID #: if any 0100869873	
☐ NONE					
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names					
2a. ORGANIZATION'S NAME					
OR					
2b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY		STATE	POSTAL CODE
2d. SEE INSTRUCTIONS		2e. TYPE OF ORGANIZATION		2f. JURISDICTION OF ORGANIZATION	
ADD'L INFO RE ORGANIZATION DEBTOR				2g. ORGANIZATIONAL ID #: if any	
☐ NONE					
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b)					
3a. ORGANIZATION'S NAME VGM Financial Services a Division of TCF Equipment Finance, Inc.					
OR					
3b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 1111 W. San Marcan Drive		CITY Waterloo		STATE IA	POSTAL CODE 50701
				COUNTRY US	

4. This FINANCING STATEMENT covers the following collateral:
 ANY AND ALL EQUIPMENT, FIXTURES, INVENTORY, GOODS AND SOFTWARE FINANCED BY OR LEASED FROM TCF
 EQUIPMENT FINANCE, INC. AND THAT ARE SUBJECT OF AN AGREEMENT BETWEEN DEBTOR AND TCF EQUIPMENT FINANCE,
 INC., OF ANY KIND OR NATURE WHATSOEVER, WHEREVER LOCATED, WHETHER NOW OWNED OR HEREAFTER ACQUIRED,
 AND ALL RETURNS, REPOSSESSIONS, SUBSTITUTIONS, REPLACEMENT PARTS, ADDITIONS, ACCESSORIES, AND ACCESSIONS
 THERETO AND THEREOF, AND ALL PROCEEDS THEREOF.

5. ALTERNATIVE DESIGNATION (if applicable):		☐ LESSEE/LESSOR	☐ CONSIGNEE/CONSIGNOR	☐ BAILEE/BAILO	☐ SELLER/BUYER	☐ AG. LIEN	☐ NON-UCC FILING
6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Affidavit (if applicable)		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (signature)		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA 0040588005101							

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CORPORATION SERVICE COMPANY 2174922700	
B. E-MAIL CONTACT AT FILER (optional) alex.heyen@cseglobal.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) CORPORATION SERVICE COMPANY 801 ADLAI STEVENSON DRIVE SPRINGFIELD, IL 62703 US	

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number: 52147012

03/30/17 11:41:29

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Montclair Golf Club				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 25 Prospect Avenue		CITY West Orange	STATE NJ	POSTAL CODE 07052
			COUNTRY US	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME Rock Spring Club, Inc.				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS 25 Prospect AV		CITY West Orange	STATE NJ	POSTAL CODE 07052
			COUNTRY US	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME PNC Equipment Finance, LLC				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 995 Dalton Ave		CITY Cincinnati	STATE OH	POSTAL CODE 45203
			COUNTRY US	

4. COLLATERAL: This financing statement covers the following collateral:

See attachment.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transacting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Use ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
203595000 - 7696756 1292 58710

Collateral:

The equipment and other goods and all software and other general intangibles which are more fully described below and on Lease Agreement Number 203595000, whether now owned or existing or hereafter acquired or arising, leased to Debtor, as lessee, by Secured Party, as lessor, all replacements, substitutions, attachments, accessions, upgrades, parts and additions to such property, all options to purchase such property, all supporting obligations pertaining to the foregoing, and all proceeds of the foregoing (cash and non-cash), including, without limitation, insurance proceeds and condemnation awards and all proceeds in the form of accounts, chattel paper, general intangibles, goods or instruments. The Collateral is within the scope of Article 9 as enacted by the state of New Jersey.

Montclair Golf Club

25 Prospect Avenue

West Orange, NJ 07052

County: Essex

-----Equipment List for above location -----

Qty	Ser#	Description 1	[No Serial Number]	440 Turf Tender 1	[No Serial Number]
		HR Spreader			
1	400459234		Reelmaster 5410-D Tier 4		
1	400459222		Reelmaster 5410-D Tier 4		
1	400459223		Reelmaster 5410-D Tier 4		
1	400459224		Reelmaster 5410-D Tier 4		
1	400459227		Reelmaster 5410-D Tier 4		
1	400459235		Reelmaster 5410-D Tier 4		
1	400459231		Reelmaster 5410-D Tier 4		
1	400459236		Reelmaster 5410-D Tier 4		
1	400145478		TransPro 80		
1	400349207		TransPro 80		
1	400349208		TransPro 80		
1	400349209		TransPro 80		

1	400349210	TransPro 80
1	400349211	TransPro 80
1	400349212	TransPro 80
1	400349213	TransPro 80
1	400349214	TransPro 80
1	400349215	TransPro 80
1	400469204	Pro Force
1	400469205	Pro Force
1	400420529	GM4500-D Groundsmaster
1	400420552	GM4500-D Groundsmaster
6	[No Serial Number]	GR-1000
1	400584749	22 In 5 In 8-BLD (RR) DPA CU
1	[No Serial Number]	SAST NJ, Essex, West Orange
1	400584754	22 In 5 In 8-BLD (RR) DPA CU

-----Equipment List End -----

This filing is for precautionary purposes in connection with a leasing transaction and is not to be construed as indicating that the transaction is other than a true lease.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 8008585294	
B. E-MAIL CONTACT AT FILER (optional) filingdept@escinfo.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 US	

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number: 51098353

03/03/15 13:08:51

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Montclair Golf Club				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 25 Prospect Ave		CITY West Orange	STATE NJ	POSTAL CODE 07052
			COUNTRY US	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME VGM Financial Services, a division of TCF National Bank				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 1111 W. San Martin Drive, Suite A2 West		CITY Waterloo	STATE IA	POSTAL CODE 50701-8926
			COUNTRY US	

4. COLLATERAL: This financing statement covers the following collateral:
ANY AND ALL EQUIPMENT, FIXTURES, INVENTORY, GOODS AND SOFTWARE FINANCED BY OR LEASED FROM TCF EQUIPMENT FINANCE, A DIVISION OF TCF NATIONAL BANK AND THAT ARE SUBJECT OF AN AGREEMENT BETWEEN DEBTOR AND TCF EQUIPMENT FINANCE, A DIVISION OF TCF NATIONAL BANK OF ANY KIND OR NATURE WHATSOEVER, WHEREVER LOCATED, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, AND ALL RETURNS, REPOSSESSIONS, SUBSTITUTIONS, REPLACEMENT PARTS, ADDITIONS, ACCESSORIES, AND ACCESSIONS THERETO AND THEREOF, AND ALL PROCEEDS THEREOF.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: ☐ Public Finance Transaction ☐ Manufactured-House Transaction ☐ A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: ☐ Agricultural Lien ☐ Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessor/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailor/Bailor ☐ Licensee/Licensee	
8. OPTIONAL FILER REFERENCE DATA: OM-0588005-301	

UCC FINANCING STATEMENT**FOLLOW INSTRUCTIONS**

A. NAME & PHONE OF CONTACT AT FILER (optional)	
CSC	2175445900
B. E-MAIL CONTACT AT FILER (optional)	
nancy.gettings@cscglobal.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
CSC 801 Adlai Stevenson Drive Springfield, IL 62703 US	

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number: 53113474

11/29/18 16:59:39

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
MONTCLAIR GOLF CLUB				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
25 PROSPECT AVENUE	WEST ORANGE	NJ	07052	US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
PROVIDENT BANK				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
100 WOOD AVENUE SOUTH	ISELIN	NJ	08830	US

4. COLLATERAL: This financing statement covers the following collateral:
All Assets. The collateral is within the scope of the New Jersey Uniform Commercial Code, pursuant to 12A:9-102 and 12A:9-109.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing
☐ Bailor/Bailor ☐ Licensee/Licensee

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer

8. OPTIONAL FILER REFERENCE DATA:

File with: New Jersey Division of Revenue Cl/mt #: 141986.270 Doc #: 10278196

Signed, Sealed and Delivered
in the presence of
Robert L. Benedict

Evelyn Lewitt

Seal

No consideration was paid for this conveyance and hence no revenue stamp is required.

Robert L. Benedict

STATE OF NEW JERSEY, ss:
COUNTY OF ESSEX

BE IT REMEMBERED, That on this First day
of March in the year of our Lord One

Thousand Nine Hundred and forty-eight, before me the subscriber, a Master in Chancery for New Jersey, personally appeared Evelyn Lewitt, widow, who, I am satisfied, is the grantor mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon she acknowledged that, she signed, sealed and delivered the same as her voluntary act and deed, for the uses and purposes therein expressed.

Robert L. Benedict, Master in Chancery of New Jersey

Received in the Office March 11th A.D. 1948 at 12:14 P.M.

No. 17

Recorded at the request of Robert L. Benedict

DBR Q110-380 Rec 3-11-48

ROCK SPRING CLUB

TO

F. STARK NEWBERRY

THIS INDENTURE, Made the 2nd day of
February 1948, between Rock Spring Club,
a corporation of the State of New Jersey,
party of the first part, and F. Stark

Newberry, of the City of Orange, County of Essex and State of New Jersey, party of the second part: WITNESSETH: WHEREAS, the party of the first part is seized of an estate in fee simple in a tract of land in the Town of West Orange, Essex County, New Jersey, lying to the west and adjoining property of the party of the second part; and WHEREAS, the party of the second part is desirous of obtaining a right of way across said land and other lands of the party of the first part; and WHEREAS, the party of the first part in consideration of the sum of \$500. to be paid to it by the party of the second part for the said right of grant to the party of the second part of an easement or right of way over the said property as hereinafter described; NOW, THEREFORE, this Indenture Witnesseth that in pursuance of said Agreement and consideration of the sum of \$500. paid by the party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, the party of the first part hereby gives and grants to the party of the second part, his heirs and assigns, full right and liberty for him and them, his and their tenants, servants, visitors and licensees, the right at all times hereinafter with vehicle or otherwise to pass over and across the lands hereinafter described, and the said party of the first part does hereby further agree in consideration of the foregoing that it will for itself, its agent, tenants or members or invitees keep the entrance to the said right of way free and unobstructed, and the party of the second part does to himself, his heirs and assigns further agree that he and they will at all times, at his or their own expense, keep and maintain the said right of way from the easterly boundary of the lands of the party of the first part where it adjoins lands of the party of the second part and running to the existing roadway as now constructed and used by the party of the first part leading to Rock Spring Road at his own cost and expense, so as to permit the passage of vehicles or pedestrians without interference at all times; The premises upon which the said right of way shall exist are located in the Town of West Orange, County of Essex and State of New Jersey, and are bounded and described as follows:

BEGINNING in the westerly line of the Old Freeman Tract distant south 31 degrees 14 minutes west 125.17 feet from the northwesterly corner of said tract and running thence

along said tract south 31 degrees 24 minutes west 25.17 feet to the southerly line of proposed right of way; thence along that line curving to the right on the arc of a circle whose radius is 251.37 feet for a distance of 397.26 feet to a point of tangent in the center line of Rock Spring Road, produced; thence along that line north 38 degrees 27 minutes east 147.06 feet to the southerly ordinance end of Rock Spring Road; thence along that line, south 51 degrees 33 minutes east 25.00 feet to the easterly line of Rock Spring Road; thence along that line, produced, south 38 degrees 27 minutes west 147.06 feet to a point of curve; thence curving to the left on the arc of a circle whose radius is 226.37 feet for a distance of 335.00 feet, more or less, to the place of BEGINNING.

To have and to hold such easement or right of way herein contained and grant unto the party of the second part, his heirs and assigns as appurtenant to the land of the said party of the second part.

The foregoing description being according to that certain survey dated July 31, 1947 made by Freeman & Winston, West Orange, New Jersey.

It is understood that any reference in said description to an extension of Rock Spring Road is for the purpose of convenient description only, and no such reference shall be deemed to be or be construed to be a dedication or rededication of said extension of Rock Spring Road.

This easement is subject to the grant of any prior easement and shall not in any way impair or interfere with same.

It is further mutually understood and agreed by and between the parties hereto that should the said Rock Spring Club at any time in the future change the line of the present right of way running from its clubhouse to the southerly ordinance end of Rock Spring Road, the said Rock Spring Club will in that event provide another right of way over and across its property in accordance with the terms hereinbefore mentioned in order that the said F. Stark Newberry, his heirs and assigns, may at all times have a means of ingress and egress in accordance with the terms hereof from his westerly line to the southerly ordinance end of Rock Spring Road, the same to be substantially the same width as the right of way herein provided for.

IN WITNESS WHEREOF, the parties have interchangeably set their hands and seals or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be heretofore affixed, this 2nd day of February, 1948.

Attest:

Stuart D. Forrest
Secretary



Rock Spring Club
By: Henry L. Leeb
President

Signed, Sealed and Delivered

F. Stark Newberry

Seal

in the presence of

J. Fred Berstecher

STATE OF NEW JERSEY, SS:

COUNTY OF ESSEX

BE IT REMEMBERED, That on this 2nd day of February, in the year of our Lord One

Thousand Nine Hundred and Forty-eight, before me, the subscriber, a Master in Chancery of New Jersey personally appeared F. Stark Newberry, who, I am satisfied, is the individual mentioned in the within instrument, to whom I first made known the contents thereof, and thereupon he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.

J. Fred Berstecher, a Master in Chancery of New Jersey

STATE OF NEW JERSEY, SS:
COUNTY OF ESSEX

BE-IT REMEMBERED, that on this 10th day of
February in the year One Thousand Nine

Hundred and Forty-eight, before me, the subscriber, a Master in Chancery of New Jersey,
personally appeared Stuart D. Forrest, who, being by me duly sworn on his oath, doth depose
and make proof to my satisfaction, that he is the Secretary of Rock Spring Club the corpora-
tion named in the within Instrument; that Henry L. Leeb is the President of said corporation
that the execution, as well as the making of this Instrument has been duly authorized by a
proper resolution of the Board of---of said corporation; that deponent well knows the
corporate seal of said corporation; and the seal affixed to said Instrument is such cor-
porate seal and was thereto affixed and said Instrument signed and delivered by said
President, as and for his voluntary act and deed and as and for the voluntary act and deed
of said corporation; in presence of deponent, who thereupon subscribed his name thereto as
witness.

Sworn and subscribed before me:

Stuart D. Forrest

at Newark, N.J.

the date aforesaid.

William J. Brennan, Jr.

A Master in Chancery of New Jersey.

Received in the Office March 11th A.D. 1948 at 12:22 P.M.

No. 18

Recorded at the request of Howe & Davis

CHARLES W. BOESCH, ET UX

TO
SIEGFRIED E. BLESSIN, ET UX

THIS INDENTURE, Made the 5th day of March

in the year One Thousand Nine Hundred and
Forty-eight BETWEEN Charles W. Boesch and
Mathilda Boesch, his wife, of the Township

of Millburn in the County of Essex and State of New Jersey, parties of the first part
AND Siegfried E. Blessin and Pauline E. Blessin, his wife of the City of Summit in the
County of Union and State of New Jersey, parties of the second part: WITNESSETH, THAT
the said parties 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 parties of the second part, at or before the seal-
ing and delivery of these presents, the receipt whereof is hereby acknowledged, and the
said parties 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 con-
firm unto the said parties of the second part, and to their heirs and assigns, forever, All
that certain tract or parcel of land and premises, hereinafter particularly described,
situate, lying and being in the Township of Millburn in the County of Essex and State of
New Jersey.

BEGINNING at a point in the center line of Hemlock Road distant as measured along
the said center line of Hemlock Road in a Northwesterly direction 206.39 feet from the inter-
section of the same with the prolongation in a northeasterly direction of the northwesterly
line of Bishop's Lane (formerly Essex Way) and running thence (1) along said center line of
Hemlock Road North 51 degrees 15 minutes west 20.40 feet to a point; thence (2) still along
said center line North 56 degrees 18 minutes West 104.66 feet to a point; thence (3) North 36
degrees 15 minutes east along lands now of one Fulkerson, formerly Ralph C. French and
Bernard Bernan 300 feet to a point; thence (4) along land of Bernan South 56 degrees 18
minutes West 125 feet to a point; thence (5) South 36 degrees 56 minutes 50 seconds West
to the aforesaid center line of Hemlock Road and point and place of BEGINNING.

another deceased, known to me to be the persons whose names subscribed to the within instrument, and they acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, my office in the City and County of San Francisco, State of California, the day and year in this Certificate first above written:

Mary L. Maloney,
Notary Public in and for the City
and County of San Francisco,
State of California.

MARY
L. MALONEY
NOTARY
PUBLIC
CITY & COUNTY
OF
SAN
FRANCISCO

STATE OF CALIFORNIA, SS.
CITY AND COUNTY OF SAN FRANCISCO

I, H. I. Maloney, County Clerk of the City and County of San Francisco, State of California, and ex-officio Clerk of the Superior Court thereof, the same being a Court of record, having by law a seal, DO HEREBY CERTIFY, that Mary L. Maloney whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument and thereon written, was, at the time of taking such proof and acknowledgment, a Notary Public, in and for said City and County, residing therein, duly commissioned and sworn, and duly authorized by the laws of said State to take the acknowledgments and proofs of deeds or conveyances, for land, tenements or hereditaments in said State, to be recorded therein, and further that I am well acquainted with the handwriting of such Notary Public, and verily believes that the signature to said Certificate of proof or acknowledgment is genuine, and that said instrument is executed and acknowledged according to the laws of said State. I further certify that an impression of the seal of Notaries Public are not required by law to be filed in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Superior Court:

Dated May 18, 1929. SUPERIOR
COURT
H. I. Maloney
Clerk.

CITY &
COUNTY OF
SAN FRANCISCO
CAL.

STATE OF NEW JERSEY, SS.
COUNTY OF ESSEX

BE IT REMEMBERED, That on this 27th day of May in the year of our Lord One thousand nine hundred twenty nine, before me the subscriber, an Attorney-at-Law of the State of New Jersey personally appeared Rosalinda Calamari & Henry Calamari, her husband who, I am satisfied, they are two of the grantors mentioned in the within Deed, and to whom I first read the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

Wit: W. W. Mascia, An Attorney-at-Law of N.J.

Received in the office June 3rd, A.D. 1929 at 3:44 P.M.

No. 50

DBK 679-345 Rec 6-3-29

ROCK SPRING COUNTRY CLUB

ALFRED J. GROSSO, ET UX

MEMORANDUM OF AGREEMENT made this 31st day of May, 1929, BETWEEN: Rock Spring Country Club, a corporation of the State of New Jersey, party of the first part, and Alfred

J. Grosso and Grace A. Grosso, his wife, of the Town of West Orange, in the County of Essex and State of New Jersey, parties of the second part;

WHEREAS, the said Alfred J. Grosso and Grace A. Grosso, his wife, are the owners of lands and premises situate in the Town of West Orange, in the County of Essex and State of New Jersey, described as follows:

BEGINNING at a monument set in the northwesterly corner of lands formerly belonging to the Estate of George O. Freeman, in the boundary line of lands of the said Alfred J. Grosso and Grace A. Grosso, his wife, and the Rock Spring Country Club, running thence (1) along the said boundary line, south thirty-one degrees fourteen minutes west one hundred feet to the southwesterly line of Orange Heights Avenue, thence (2) along the said line of Orange Heights Avenue, south fifty-two degrees six minutes east thirty-one feet and thirty-one hundredths of a foot to a point of curve, thence (3) still along the boundary line of the said Orange Heights Avenue, curving to the right on the arc of a circle having a radius of two hundred feet and thirty-one hundredths of a foot, a distance of one hundred and thirty-one feet and thirty-one hundredths of a foot, more or less, to a point of tangency, thence (4) still along the said line of Orange Heights Avenue, south thirty-two degrees six minutes east thirty feet and thirty-one hundredths of a foot, more or less, to the northeasterly line of Manor Terrace, thence (5) along the said line of Manor Terrace, north thirty-five degrees fourteen minutes east one hundred and seventy-five feet to a point where said line of Manor Terrace intersects the boundary line between lands formerly of the Estate of George O. Freeman and the Orange Mountain Tract, thence (6) along the boundary line of the said Manor Terrace, north thirty-five degrees fourteen minutes east one hundred and thirty-one feet and thirty-one hundredths of a foot to the

factory line of lands conveyed to the said Alfred J. GROSSO and Grace A. GROSSO, his wife, by the Orange Mountain Traction Company, thence (1) north thirty-seven degrees four minutes east along the westerly line of proposed Essex Terrace, one hundred and eighty-seven feet to other lands belonging to the Orange Mountain Traction Company, (2) north fifty-four degrees eleven minutes west three hundred and ninety feet, more or less, to lands of the Hook Spring Country Club, thence (3) south thirty-one degrees one minute west one hundred and seventy-one feet and ninety feet, more or less, to point and place of BEGINNING, and

WHEREAS, the said Hook Spring Country Club is about to convey to the said Alfred J. GROSSO and Grace A. GROSSO, his wife, the following described property, lying and being in the Town of West Orange, in the County of Essex and State of New Jersey, to wit:

BEGINNING at a pipe in the northerly line of Orange Heights Avenue where same is intersected by the boundary line of lands of the said Hook Spring Country Club, the said Alfred J. GROSSO, running thence (1) north eighteen degrees thirteen minutes two hundred and eighty-four feet and eight hundredths of a foot to a point; thence (2) south fifty-four degrees twenty-seven minutes east sixty-five feet to an iron pipe at the northwesterly corner of lands formerly of the Orange Mountain Traction Company, the said GROSSO, thence (3) along the boundary line of lands of the Hook Spring Country Club, the lands formerly of the Orange Mountain Traction Company, south thirty-one degrees thirty-one minutes west one hundred and seventy-one feet and ninety hundredths of a foot to a monument set in the northwesterly corner of lands formerly belonging to the said George C. Frazzani, thence (4) along the boundary line of lands formerly belonging to the estate of George C. Frazzani, south thirty-one degrees fourteen minutes west one hundred feet to the point and place of BEGINNING, and

WHEREAS, the said Hook Spring Country Club has agreed to grant to the said Alfred J. GROSSO and Grace A. GROSSO, his wife, a right-of-way in and over a certain lot of land running westerly from the lands about to be conveyed by the said Hook Spring Country Club to the said Alfred J. GROSSO, to Hook Spring Road;

NOW THEREFORE in consideration of the sum of one dollar and other valuable consideration by the parties each to the other paid, the receipt of which is hereby acknowledged, this mutually agreed as follows:

1. The said party of the first part does hereby give, grant and convey to the said party of the second part, their heirs and assigns, forever, an easement or right-of-way in, over and thru a strip of land twenty-five feet in width, the centre line of which is described as follows:

BEGINNING in the westerly line of lands about to be conveyed to the said Alfred J. GROSSO by the said Hook Spring Country Club, being the lands specially described and recited hereunder, at a point therein situated as a course south eighteen degrees thirteen minutes west seventy-eight feet and seventy-five hundredths of a foot from the northwesterly corner of said lands, running thence south thirty-one degrees thirty-one minutes west one hundred and seventy-one feet and ninety hundredths of a foot to a point where the same is intersected by the centre line of Hook Spring Road, thence along the northwesterly line of the centre line of Hook Spring Road, produced, to the northerly line of said Hook Spring Road.

2. And the said party of the first part does hereby covenant and agree that same shall be lawful for the said parties of the second part, their heirs, executors, administrators and assigns, their agents and servants, and the tenants and occupants, from time to time of the premises now ceded by the said Alfred J. GROSSO and Grace A. GROSSO, his wife, at all times, freely, to pass and re-pass over the said right-of-way, on foot, on horseback, on vehicles, trucks or otherwise, and that it shall be lawful for the said parties of the second part, their heirs, executors, administrators and assigns, to lay water pipes and gas mains and electric conduits in said right-of-way and connect said water and sewer mains with water pipes and sewer mains in said Hook Spring Road.

3. And the said parties of the second part do hereby covenant and agree that they, their heirs, executors, administrators and assigns, shall not erect or cause to be maintained or erected on the said lands belonging to the said Alfred J. GROSSO and Grace A. GROSSO, his wife, and first described in the recitals hereunder, any building to be used and occupied by one family only, including the present residence of the said Alfred J. GROSSO and the said Hook Spring Country Club.

4. And the said party of the first part does hereby covenant and agree that they, their heirs, executors, administrators and assigns, shall not erect or cause to be erected on the lands between the westerly boundary line of the premises to be conveyed by the said Hook Spring Country Club to the said Alfred J. GROSSO and the westerly line of the Hook Spring Road, or on the Hook Spring Road, or on the lands of the first part, any building other than one building to be used and occupied by one family only, within one hundred and fifty feet of the Hook Spring Road.

5. The said parties mutually agree and understand that the said party of the first part shall not be responsible or obligated for any responsibility or obligation of the said party of the second part, and that the said parties of the first part shall not be responsible or obligated for any responsibility or obligation of the said party of the second part.

said right of way and for any failure to properly construct and maintain the same
 IN WITNESS WHEREOF, the party of the first part has caused these presents to be
 signed by its President, attested by its Secretary and its corporate seal to be hereunto
 affixed, and the parties of the second part have hereunto set their hands and seals the
 day and year first above written.

Attest:
 Theo. McC. Marsh
 Secretary.



Rock Spring Country Club
 By T. H. Powers Farr
 President.

Alfred J. Grosso
 Grace A. Grosso

Seal
 Seal

STATE OF NEW JERSEY, SS.
 COUNTY OF ESSEX

me the subscriber, a Notary Public of New Jersey, personally appeared T. McCurdy Marsh,
 who being by me duly sworn on his oath, says that he is the Secretary of Rock Spring
 Country Club, the Grantor named in the foregoing Instrument; that he well knows the cor-
 porate seal of said corporation; that the seal affixed to said Instrument is the corpor-
 ate seal of said corporation; that the said seal was so affixed and the said Instrument
 signed and delivered by T.H. Powers Farr, who was at the date thereof the President of
 said corporation, in the presence of this deponent, and said President, at the same time
 acknowledged that he signed, sealed and delivered the same as his voluntary act and deed,
 and as the voluntary act and deed of said corporation, and that deponent, at the same time
 subscribed his name to said Instrument as an attesting witness to the execution thereof.
 Sworn and subscribed before me
 at the date aforesaid.

Samuel P. Watson
 A Notary Public of New Jersey.



Theo. McC. Marsh
 Secretary.

STATE OF NEW JERSEY, SS.
 COUNTY OF ESSEX

me, the subscriber, a Master in Chancery of New Jersey,
 personally appeared Alfred J. Grosso and Grace A. Grosso, his wife, who, I am satisfied, are
 the Grantees mentioned in the within Instrument; to whom I first made known the contents
 thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as
 their voluntary act and deed, for the uses and purposes therein expressed; and the said
 Grace A. Grosso, wife as aforesaid, being by me privately examined, separate and apart from
 said husband, further acknowledged that she signed, sealed and delivered the same as her vol-
 untary act and deed, HEREBY, without any fear, threats or compulsion of her said husband.
 Norman L. Blundage, A Master in Chancery of N.J.
 Received in the office, June 3rd, A.D. 1929 at 3:45 P.M.

RE: IT REMEMBERED, That on this 31st day of
 May in the year of our Lord One Thousand Nine
 Hundred and Twenty-nine, before me, the subscriber, a Master in Chancery of New Jersey,
 personally appeared Alfred J. Grosso and Grace A. Grosso, his wife, who, I am satisfied, are
 the Grantees mentioned in the within Instrument; to whom I first made known the contents
 thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as
 their voluntary act and deed, for the uses and purposes therein expressed; and the said
 Grace A. Grosso, wife as aforesaid, being by me privately examined, separate and apart from
 said husband, further acknowledged that she signed, sealed and delivered the same as her vol-
 untary act and deed, HEREBY, without any fear, threats or compulsion of her said husband.
 Norman L. Blundage, A Master in Chancery of N.J.
 Received in the office, June 3rd, A.D. 1929 at 3:45 P.M.

ATTESTED
 BY
 6/1/29

ROCK SPRING COUNTRY CLUB
 BY
 ALFRED J. GROSSO, ET UX

THIS INSTRUMENT, Made the twenty-first day of
 May in the year of Our Lord One Thousand Nine
 Hundred and Twenty-nine BETWEEN Rock Spring
 Country Club, a corporation of the Town of
 AND Alfred J. Grosso and Grace A. Grosso, his wife, of the Town of West Orange in the County of Essex
 and State of New Jersey of the Second Part; WITNESSETH, That the said party of the first
 part, in consideration of the sum One (\$1.00) Dollar and other good and valuable considera-
 tions lawful money of the United States of America, to it in hand paid, by the said party
 of the second part, at or before the enrolling and delivery of these presents, the re-
 ceipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, re-
 leased, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, re-
 lease, convey and confirm, unto the said party of the second part, and to their
 heirs 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.

West Orange in the County of Essex and State of New Jersey of the First Part; AND Alfred J. Grosso and Grace A. Grosso, his wife, of the Town of West Orange in the County of Essex
 and State of New Jersey of the Second Part; WITNESSETH, That the said party of the first
 part, in consideration of the sum One (\$1.00) Dollar and other good and valuable considera-
 tions lawful money of the United States of America, to it in hand paid, by the said party
 of the second part, at or before the enrolling and delivery of these presents, the re-
 ceipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, re-
 leased, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, re-
 lease, convey and confirm, unto the said party of the second part, and to their
 heirs 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.

BEGINNING at a pipe in the northerly line of Orange Heights Avenue where the
 same is intersected by the boundary line of lands of the said Rock Spring Country Club; and
 the said Alfred J. Grosso; running thence (1) north eighteen degrees thirteen minutes east
 two hundred and eighty-four feet and eight hundredths of a foot to a point; thence (2)
 south fifty-four degrees twenty-seven minutes east sixty-five feet to an iron pipe set at
 the northwestern corner of lands formerly of the Orange Mountain Traction Company; and
 the said Grosso; thence (3) along the boundary line of lands of the Rock Spring Country Club
 and the lands formerly of the Orange Mountain Traction Company; south thirty-one degrees
 thirty-one minutes west one hundred and seventy-one feet and ninety hundredths of a foot
 to a monument set in the northwesterly corner of lands formerly belonging to the Estate of
 George C. Kneaman; thence (4) along the boundary line of lands formerly belonging to the
 Estate of George C. Kneaman, south thirty-one degrees fourteen minutes west one hundred and
 feet to the point and place of BEGINNING. The above described lands and premises are
 conveyed subject to the following covenants and restrictions to run with the land.

First: That no building shall hereafter be erected upon the said premises prior to
 January 1st, 1978.

S79

579

648
348

Second: That until January 1st, 1978, no fence shall, without the prior express written consent of the grantor, be constructed upon said premises or along any boundary line thereof, but this covenant shall not be deemed to prevent ornamental stone walls along a boundary line or lines of said premises not exceeding three and one-half feet in height and hedges of ornamental shrubbery not exceeding four feet in height.

Third: That until January 1st, 1978 no sign or signs shall, without the prior express written consent of the grantor thereto, be placed upon said premises.

TOGETHER with all and singular, the tenements, hereditaments and appurtenances therunto 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 said party of the first part, of, in, or 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 and described premises, together with the appurtenances, unto the said party of the second part, their heirs and assigns forever, to the only proper use, benefit and behoof of the said party of the second part, their heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has caused its corporate seal to be hereto affixed and attested by its Secretary and these presents to be signed by its President, this day and year first above written.

Signed, Sealed and Delivered
in the presence of
Attest:
Theo. McC. Marsh
Secretary.

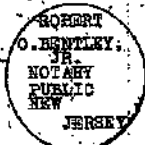


Rock Spring Country Club
By T. H. Powers Farr
President.

STATE OF NEW JERSEY, SS.
COUNTY OF ESSEX

before me the subscriber, a Notary Public of New Jersey personally appeared Theodore McC. Marsh who being by me duly sworn on his oath, says that he is the Secretary of Rock Spring Country Club the corporation named in the foregoing Instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation; that the said seal was so affixed and the said Instrument signed and delivered by T. H. Powers Farr who was at the date thereof the President of said corporation, in the presence of this deponent, and said President, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, and that deponent, at the same time, subscribed his name to said Instrument as an attesting witness to the execution thereof.

Sworn and subscribed before me
at Newark, N.J. the date afore-
said.
Robert O. Bentley, Jr.
A Notary Public of New Jersey.



Theo. McC. Marsh

Received in the office June 3rd, A.D. 1929 at 3:46 P.M.

No. 62

HARRY F. SCHWIND, ET UX
TO
JOHN TESCHNER

THIS INDENTURE, made the twenty ninth day of May, in the year of our Lord One Thousand Nine Hundred and twenty nine BETWEEN Harry F. Schwind, and Rose Schwind, his wife, of the

Township of Livingston in the County of Essex and State of New Jersey party of the first part; AND John Teschner of the Town of Hopfield in the County of Essex and State of New Jersey party of the second part; WITNESSETH, That the said party of the first part, for and in consideration of One 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, conveyed and confirmed, and by these presents do give, grant, bargain, sell, alien, release, convey and confirm unto the said party of the second part, and to his heirs and assigns, forever, all that certain tract or parcel of land and premises, herein after particularly described, situate, lying and being in the Township of Livingston in the County of Essex and State of New Jersey.

BEGINNING in the northerly line of Cedar Street distant westerly two hundred feet from the intersection of the same with the westerly line of Roseland (Livingston) Avenue thence said westerly line of Roseland (Livingston) Avenue is thirty three feet westerly from the center line of the same measured at right angles thereto; thence north twenty eight degrees two minutes east one hundred seventy three feet and fifty hundredths of a foot; thence north fifty seven degrees forty minutes thirty seconds west fifty feet and fourteen hundredths of a foot; thence south twenty eight degrees two minutes west one hundred seventy three feet and twenty five hundredths of a foot to the said northerly line of Cedar Street; and thence along the same south sixty one degrees fifty eight minutes east fifty feet to the point and place of BEGINNING. BEING lot No. 4 on a map of Central School Park by

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Attest:
Alfred F. Skinner,
Secretary.

No. 20

rec 9-9-25

(\$64.50)

BEGINNING at a spike in the centre line of old Northfield Avenue, at a point where the same is intersected by the centre line of Northfield Avenue, formerly called "Bridgeway Avenue," running thence (1) along the centre line of old Northfield Avenue, nor seventy-seven degrees thirty-two minutes east four hundred and seventy-nine feet and six hundredths of a foot; thence (2) south one degree thirty-two minutes west three hundred and three feet and eighty-five hundredths of a foot; thence (3) south eighty-six degrees forty-two minutes east one hundred and eighty-eight feet and seventy-six hundredths of a foot; thence (4) north eighty-seven degrees eighteen minutes east nine hundred and thirty feet and sixteen hundredths of a foot; thence (5) south twenty-seven degrees thirty minutes west two hundred and six feet and sixty-five hundredths of a foot to a monument; thence (6) north thirty-two degrees twenty-four minutes east three hundred and eighty-two feet and seven hundredths of a foot to another monument; thence (7) north fifty degrees forty-six minutes west twenty-five feet to another monument; thence (8) south twenty-eight degrees thirteen minutes east three hundred and eight feet and two hundredths of a foot; thence (9) north twenty-eight degrees thirty-one minutes west sixty-nine feet; thence (10) south twenty-eight degrees forty-five minutes west five feet and seventy-one thousandths of a foot to a monument; and from said last monument to said first monument by a straight line.

a north
recorded
map in
oil.

A.V.G.

(12) along the centre line of said Walker Road, south sixty degrees eighteen minutes west one hundred and ten feet, more or less, to an angle; thence (13) still along the centre line of Walker Road, south sixty-eight degrees forty-two minutes west ninety-four feet and eighty-six hundredths of a foot; thence (14) still along the centre line of the said Road, north south eighty-seven degrees six minutes west ninety feet and sixteen hundredths of a foot; thence (15) still along the centre line of the said Road, north seventy-seven degrees six minutes west five hundred and forty-two feet and fifty-six hundredths of a foot; thence (16) still along the said line of said Road, north seventy-six degrees ten minutes west eleven hundred and seventy-three feet and ninety hundredths of a foot; thence (17) still nearly along the centre line of the said Road, north fifty-two degrees thirty minutes west one hundred and eighty-three feet and eighteen hundredths of a foot to a monument; thence (18) still along the centre of the said Road, north twenty-eight degrees fifty minutes west two hundred and thirty-five feet and thirteen hundredths of a foot to a monument; thence (19) still along the centre of the said Road, north two degrees forty-eight minutes east two hundred and eighty-six feet and thirty-nine hundredths of a foot to a monument; thence (20) still nearly along the centre of the said Road, north seventeen degrees fifty minutes east two hundred and thirty-one feet and seventy-nine hundredths of a foot to a monument; thence (21) still along the centre of the said Road, north thirty-two degrees fifty-two minutes east four hundred and sixty-seven feet to a monument; thence still (22) along the said centre line of said Road, north twenty-five degrees fifty-seven minutes east seventy-five feet more or less to the southerly line of land belonging to one Baumgardner; thence (23) along the line of the said Baumgardner's land, south eighty-six degrees three minutes east eleven hundred and thirty-one feet and sixty-nine hundredths of a foot; thence (24) still along the said Baumgardner's land, north eleven degrees five minutes east four hundred and fifty-five feet and forty hundredths of a foot; thence (25) still along the said land, north eighty-five degrees fifty-five minutes west four hundred and twenty-one feet and eight hundredths of a foot; thence (26) still along the said land, north thirty degrees thirty-two minutes west two hundred and thirty-seven feet and thirty hundredths of a foot to the centre line of the said Northfield Avenue as aforesaid; thence (27) along the centre line of the said Northfield Avenue, north fifty-eight degrees twenty-one minutes east twenty-four feet and fifteen hundredths of a foot; thence (28) still along the centre line of said Avenue, north fifty-one degrees fourteen minutes east three hundred and forty-five feet and forty-eight hundredths of a foot; thence (29) still along the centre line of the said Avenue, north sixty-three degrees six minutes east two hundred and seventy feet; thence (30) still along the centre line of said Avenue, north seventy-seven degrees nine minutes east two hundred and ten feet and seventy-five hundredths of a foot; thence (31) still along the centre line of the said Avenue, south eighty degrees five minutes east one hundred and twenty-six feet and three hundredths of a foot; thence (32) still along the centre line of the said Avenue, north seventy-seven degrees thirty-two minutes east one hundred and eighteen feet to the point of beginning. Being part of the same premises conveyed to the said Orange Mountain Land Company, by South Mountain Park Land Co., Orange Mountain Tract No. 1 and 2 and 3. The above premises are conveyed together with a right of way over a strip of land six feet in width, extending from a point near the northeasterly corner of the above described premises in a northerly direction to Northfield Avenue, which right of way is to be described by a survey to be agreed upon by the parties hereto and their heirs, assigns and assigns, their successors and assigns for the purpose of a road, and the right and privilege to the party of the first part, its successors and assigns, to lay water mains, sewer mains, electric conduits, gas pipes and telephone lines, over, in and through the same. The said party of the first part, for itself, its successors and assigns, does hereby covenant and agree to and with the said party of the second part, and its successors and assigns, that it will not operate a quarry or conduct any business whatsoever on any of the lands which it owns adjoining the above described premises; the above covenant shall be considered as a covenant running with the land and made as a condition of this conveyance.

Together with all right, title and interest the party of the first part may have in and to all the lands lying within the street lines of the streets abutting on the premises hereby conveyed. The above described premises are conveyed expressly subject to a mortgage held by the South Mountain Park Land Co. in the sum of \$122,500, dated July 1, 1925 on which there is interest due from August 1, 1925.

TOGETHER with the appurtenances, and also all the right, title and interest, of the grantor of, in or to the same, TO HAVE AND TO HOLD the same unto the grantee, its successors and assigns, to its and their own use forever. And the said grantor, for itself and its successors and assigns, does covenant and agree with the said grantee, its successors and assigns:

(1) That the title to said premises is vested in fee simple absolute in the

and the said grantor and assigns, to grant, bargain, sell and convey

(3) That the grantee, its successors and assigns may forever peaceably and quietly hold, possess and enjoy the same against every person lawfully claiming the same
(4) That the same are now free and clear of all encumbrance whatsoever.
(5) That the grantor and its successors and all persons lawfully claiming under them any interest in said premises, shall and will at any time hereafter, upon the request and at the cost of the grantee, its successors or assigns, execute all further conveyances that shall be reasonably required.
(6) AND the said grantor and its successors, the above-described premises, and every part thereof with the appurtenances unto the grantee, its successors and assigns against the grantor and its successors and against all persons lawfully claiming the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, the said party of the first part hath caused its corporate Seal to be hereto affixed and attested by its Secretary and these presents to be signed by its President, the day and year first above written:

Attest:
Alfred J. Grosso,
Secretary.



Orange Mountain Land Company,
by Frank Brewer,
President.

STATE OF NEW JERSEY, SS.:
COUNTY OF ESSEX

BE IT REMEMBERED, That on this ninth day of September, Nineteen hundred and Twenty-five before me, the subscriber, a Master in Chancery of New Jersey, personally appeared Alfred J. Grosso, and made proof to my satisfaction that he is the Secretary of Orange Mountain Land Company, the Grantor named in the foregoing Instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation; that the said seal was so affixed and the said Instrument signed and delivered by Frank Brewer, who was at the date thereof the President of said corporation, in the presence of this deponent, and said President, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, and that deponent, at the same time, subscribed his name to said Instrument as an attesting witness to the execution thereof.

Sworn and subscribed to,
at Orange, New Jersey

Alfred J. Grosso,
Secretary

before me, the date aforesaid,
Cyrus A. Vail

Master in Chancery of New Jersey

Received in the office September 9th, A.D. 1925, at 3:26 P.M.

No. 71

GEORGE D. VON ROSE, SR. ET UX
TO
REGINALD ELLIS WELLS ET UX

THIS INSTRUMENT, Made the eighth day of September in the year of our Lord One Thousand Nine Hundred and Twenty-five,

BETWEEN George D. Von Rose, Sr., and Hannah Van Rose, his wife, of the Town of West Orange, in the County of Essex, and State of New Jersey, party of the first part; AND Reginald Ellis Wells and Fay Lindley Wells, his wife, of the City of East Orange in the County of Essex and State of New Jersey, party of the second part; WITNESSETH, That the said party of the first part, for and in consideration of One 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, conveyed, confirmed, and by these presents do give, grant, bargain, sell, alien, release, convey and confirm unto the said party of the second part, and to their heirs and assigns, forever, All those certain tracts or parcels 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, to wit:

FIRST TRACT: BEGINNING on the Northernly corner of a lot or parcel of land, and extending in width from North to South which lot or strip of land is situated in the rear and to the East of certain premises described in a deed from Orange & Essex Co. to said George D. Von Rose, Sr., dated January 19th, 1915, and recorded in Book 107 of the

DANA RONE
ESSEX COUNTY REGISTER OF DEEDS & MORTGAGES



Hall of Records
465 Martin Luther King Jr Blvd
Room 130
Newark, NJ 07102
(973) 621-4960

Instrument Number - 2018096847
Recorded On 11/8/2018 At 1:55:49 PM
* Instrument Type - DEED
Invoice Number - 242422 User ID: YN
* Grantor - ROCK SPRING CLUB
* Grantee - MONTCLAIR GOLF CLUB
* PARCEL IDENTIFICATION NUMBER
Block: 46.01 Lot: 22 - WEST ORANGE

* RETURN DOCUMENT TO:
ASHENFELTER, SLOUS ET AL.
363 BLOOMFIELD AVENUE
2C
MONTCLAIR, NJ 07042
ATTN: LAURENCE SLOUS, ESQ.

* Total Pages - 14

* FEES
NJ PRESERVATION ACCOUNT \$75.00
REGISTER RECORDING FEE \$85.00
HOMELESSNESS TRUST FUND \$3.00
TOTAL PAID \$163.00

I hereby CERTIFY that this document is
Recorded in the Register of Deeds & Mortgages Office
of Essex County, New Jersey

Dana Rone
Register of Deeds & Mortgages

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

INSTRUMENT NUMBER - 2018096847



Essex County Recording Data Page Honorable Dana Rone Essex County Register		Official Use Only	
			
Official Use Only:			
Date of Document: OCTOBER 30, 2018		Type of Document: DEED	
First Party Name: ROCK SPRING CLUB AKA ROCK SPRING CLUB, INC		Second Party Name: MONTCLAIR GOLF CLUB	
Additional Parties:			
THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY.			
Block: 46.01 160 160.01		Lot: 22-31 2 AND 10 30 AND 34	Qualifier:
Municipality: TOWNSHIP OF WEST ORANGE			
Consideration: \$1.00			
Mailing Address of Grantee: 25 PROSPECT AVENUE, WEST ORANGE, NJ 07052			
THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY			
Original Book:		Original Page:	
ESSEX COUNTY RECORDING DATA PAGE Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.			

Prepared by:

Laurence Slous, Esq.

DEED

This Deed is made on October 30, 2018

BETWEEN Rock Spring Club, AKA Rock Spring Club, Inc., a New Jersey not for profit corporation

whose post office address is 90 Rock Spring Road, West Orange, New Jersey 07052
referred to as the Grantor.

AND Montclair Golf Club, a New Jersey not for profit corporation

whose post office address is 25 Prospect Avenue, 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 One and 00/100 (\$1.00) DOLLARS.

The Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S.A. 46:15-2.1) Municipality of Township of West Orange

Block No. 46.01	Lot Nos. 22 through 31	Account No.
Block No. 160	Lot Nos. 2 and 10	
Block No. 160.01	Lot Nos. 30 and 34	

☐ No lot and block or account number is available on the date of this Deed.

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.

BEING the same premises conveyed to the Grantor herein by various Deeds shown on the "Vesting Schedule" attached hereto.

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 judgment to be entered against the Grantor).

Witness:


Laurence Slous, Esq.

By: Christopher P. Sangaro (Seal)
Christopher P. Sangaro, President

I CERTIFY that on October 30, 2018, Christopher P. Gengaro, personally came before me and stated to my satisfaction that:

- (a) He is the President of Montclair-Golf Club, the sole shareholder of Rock Spring Club, the entity named in this Deed;
- (b) He executed the foregoing instrument in the name of said corporation, and he had the authority to sign the same and, and acknowledge that he executed the same as the act and deed of said corporation;
- (c) This deed was made for \$1.00 as full and actual consideration paid or to be paid for the transfer of title (such consideration as defined in N.J.S.A. 46:15-5); and
- (d) This Deed was signed and delivered by the corporation as its voluntary act and deed.


Laurence Slous, Esq.
Attorney at Law of New Jersey

Laurence Slous, Esq.
Ashenfeiter, Slous et al.
363 Bloomfield Avenue, 2C
Montclair, NJ 07042

Inst.# 2018096647 - Page 4 of 14



Felt Professional Building
320 Runnymede Road PO Box 66 Essex Fells, N.J. 07021 (973) 226-0141 Fax (973) 226-9061

**DESCRIPTION OF
BLOCK 160, LOTS 2 AND 10 AND
BLOCK 46.01 LOTS 22 THRU 31
LANDS OF
"ROCK SPRING CLUB"
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY NEW JERSEY**

Beginning at a point on the southeasterly sideline, if projected, of Rock Spring Road (60' wide R.O.W.), with the southwesterly line of Lot 17, Block 51 (lands n/f Dar, Robert in Deed Book 12282, Pg.732). Said point also being the 7th corner in Deed Book 987, Pg. 331 Tract 1, and being the POINT AND PLACE OF BEGINNING;

thence (1) running along said line of Lot 17, Block 51, South 54 degrees 54 minutes 27 seconds East (S54°54'27"E), a distance of 173.04 feet to a point on the northwesterly line of Lot 18.01, Block 51 (lands n/f Dar, Robert in Deed Book 12282, Pg.732)

thence (2) running along said line of Lot 18.01, Block 51, and also along the northwesterly lines of Lot 18.02, Block 51 (lands n/f Township of West Orange) and Lot 10, Block 50.02 (lands n/f Rock Spring Assoc. of N.J., L.L.C. in Deed Book 5884, Pg.522, South 30 degrees 19 minutes 33 seconds West (S30°19'33"W), a distance of 58.00 feet to a point on the northeasterly line of said Lot 10, Block 50.02;

thence (3) running along said line of Lot 10, Block 50.02, North 54 degrees 54 minutes 27 seconds West (N54°54'27"W), a distance of 65.00 feet to a point on the northwesterly line of said Lot 10, Block 50.02;

thence (4) running along said line of Lot 10, Block 50.02, South 17 degrees 45 minutes 33 seconds West (S17°45'33"W), a distance of 284.03 feet, passing over a found Iron Pipe at a distance of 283.23 feet, to a point on the northwesterly line of Lot 18, Block 46.03 (lands n/f Hall III, Willard in Deed Book 6203, Pg.390);

thence (5) running along said line of Lot 18, Block 46.03, South 30 degrees 39 minutes 52 seconds West (S30°39'52"W), a distance of 50.34 feet to a point on the northeasterly line of said Lot 18, Block 46.03;

thence (6) running along said line of Lot 18, Block 46.03 and also along the southwesterly line of a 25' wide right of way in Deed Book Q110, Pg.380, on a non-tangent curve, curving to the right, having a radius of 251.37 feet, a central angle of 13 degrees 40 minutes 37 seconds (13°40'37"), an arc length of 60.00 feet, and a chord bearing and distance of North 45 degrees 49 minutes 49 seconds West (N45°49'49"W), 59.66 feet to a point on the northwesterly line of said Lot 18, Block 46.03;

thence (7) running along said line of Lot 18, Block 46.03, South 11 degrees 07 minutes 22 seconds West (S11°07'22"W), a distance of 174.00 feet to a point on the southwesterly line of said Lot 18, Block 46.03;

ENGINEERS / SURVYORS / PLANNERS

thence (8) running along said line of Lot 18, Block 46.03, South 52 degrees 40 minutes 08 seconds East (S52°40'08"E), a distance of 248.25 feet to a point on the northwesterly sideline of Winding Way (50' wide R.O.W.-Unimproved). Said point being on a course of North 52 degrees 40 minutes 08 seconds West (N52°40'08"W), a distance of 4.43 feet from a Found Iron Pipe;

thence (9) running along said sideline of Winding Way, on a non-tangent curve, curving to the right, having a radius of 181.34 feet, a central angle of 05 degrees 19 minutes 48 seconds (05°19'48"), an arc length of 16.87 feet, and a chord bearing and distance of South 28 degrees 42 minutes 59 seconds West (S28°42'59"W), 16.86 feet to a point of tangency;

thence (10) still running along said sideline of Winding Way, South 32 degrees 22 minutes 52 seconds West (S32°22'52"W), a distance of 282.23 feet to a point on the northeasterly line of Lot 33, Block 46.01 (lands n/l Cirelli, Pompeo in Deed Book 5148, Pg.523);

thence (11) running along said line of Lot 33, Block 46.01, North 52 degrees 40 minutes 08 seconds West (N52°40'08"W), a distance of 176.67 feet to a point on the northwesterly line of said Lot 33, Block 46.01;

thence (12) running along said line of Lot 33, Block 46.01 and also along the northwesterly line of Lot 32, Block 46.01 (lands n/l Marcantonio, John in Deed Book 6155, Pg.228), South 35 degrees 13 minutes 09 seconds West (S35°13'09"W), a distance of 141.30 feet to a point on the southwesterly line of said Lot 32, Block 46.01;

thence (13) running along said line of Lot 32, Block 46.01, South 44 degrees 02 minutes 08 seconds East (S44°02'08"E), a distance of 168.32 feet to a point on northwesterly sideline of Undercliff Terrace South (50' wide R.O.W.);

thence (14) running along said sideline of Undercliff Terrace South, South 45 degrees 57 minutes 52 seconds West (S45°57'52"W), a distance of 790.83 feet to an angle point in same, said point being on a course of North 37 degrees 10 minutes 38 seconds West (N37°10'38"W), 50.38' from a Found Stone Monument on the angle point on the southeasterly line of said Undercliff Terrace South;

thence (15) running along said sideline of Undercliff Terrace South, South 59 degrees 40 minutes 52 seconds West (S59°40'52"W), a distance of 114.95 feet to an angle point in same;

thence (16) running along said sideline of Undercliff Terrace South, South 58 degrees 03 minutes 52 seconds West (S58°03'52"W), a distance of 14.81 feet to a point on the northerly sideline of Walker Road (50' wide R.O.W.);

thence (17) running along said line of Walker Road, on a non-tangent curve, curving to the left, having a radius of 2,417.34 feet, a central angle of 01 degrees 36 minutes 22 seconds (01°36'22"), an arc length of 67.76 feet, and a chord bearing and distance of North 83 degrees 48 minutes 39 seconds West (N83°48'39"W), 67.76 feet to a point of non-tangent curve on said sideline of Walker Road;

thence (18) still running along said sideline of Walker Road, on a non-tangent curve, curving to the right, having a radius of 510.00 feet, a central angle of 15 degrees 44 minutes 48 seconds (15°44'48"), an arc length of 140.18 feet, and a chord bearing and distance of North 82 degrees 57 minutes 22 seconds West (N82°57'22"W), 139.72 feet to a point of tangency;

thence (19) still running along said sideline of Walker Road, North 75 degrees 04 minutes 58 seconds West (N75°04'58"W), a distance of 499.05 feet to an angle point;

thence (20) still running along said sideline of Walker Road, North 74 degrees 08 minutes 58 seconds West (N74°08'58"W), a distance of 1,173.18 feet to a point of curvature;

thence (21) still running along said sideline of Walker Road, on a curve, curving to the right having a radius of 203.16 feet, a central angle of 47 degrees 20 minutes 00 seconds (47°20'00"), an arc distance of 167.84 feet, and a chord bearing and distance of North 50 degrees 28 minutes 58 seconds West (N50°28'58"W), 163.10 feet to a point of tangency on the northeasterly sideline of Walker Road;

thence (22) running along said sideline of Walker Road, North 28 degrees 48 minutes 58 seconds West (N28°48'58"W), a distance of 228.06 feet to an angle point in pavement in the easterly sideline of said Walker Road;

thence (23) running along said sideline of Walker Road, North 04 degrees 49 minutes 02 seconds East (N04°49'02"E), a distance of 279.31 feet to a point of curvature;

thence (24) running along said sideline of Walker Road, on a curve, curving to the right having a radius of 421.81 feet, a central angle of 30 degrees 04 minutes 00 seconds (30°04'00"), an arc distance of 221.35 feet, and a chord bearing and distance of North 19 degrees 51 minutes 02 seconds East (N19°51'02"E), 218.82 feet to a point of tangency on the southeasterly sideline of said Walker Road;

thence (25) running along said sideline of Walker Road, North 34 degrees 53 minutes 02 seconds East (N34°53'02"E), a distance of 413.88 feet to a point on the southwesterly line of Lot 1.05, Block 160 (lands n/f Dacey Jr., William in Deed Book 5564, Pg.313);

thence (26) running along said line of Lot 1.05, Block 160, South 55 degrees 06 minutes 58 seconds East (S55°06'58"E), a distance of 115.00 feet, passing over a Found Iron Pipe at a distance of 114.45 feet, to a point on the southeasterly line of said Lot 1.05, Block 160;

thence (27) running along said southeasterly line of Lot 1.05, Block 160, North 30 degrees 32 minutes 12 seconds East (N30°32'12"E), a distance of 188.52 feet to a point on the southerly line of Lot 1.04, Block 160 (lands n/f Hopping, Richard in Deed Book 5405, Pg.911). Said point creates a 2.77 foot right angle gore between said Lot 1.05, Block 160 and said Lot 1.04, Block 160;

thence (28) running along said southerly line of Lot 1.04, Block 160, South 84 degrees 08 minutes 45 seconds East (S84°08'45"E), a distance of 21.38 feet to a point on the easterly line of said Lot 1.04, Block 160;

thence (29) running along said easterly line of Lot 1.04, Block 160, North 05 degrees 53 minutes 15 seconds East (N05°53'15"E), a distance of 16.00 feet to a point on the southerly line of Lot 1, Block 160 (lands n/f "Hilton Head North" in Deed Book 4782, Pg.652);

thence (30) running along said southerly line of Lot 1, Block 160, South 84 degrees 08 minutes 45 seconds East (S84°08'45"E), a distance of 340.35 feet to a Found Iron Bar;

thence (31) making a line through said Lot 1, Block 160, following an existing chain link fence, North 49 degrees 13 minutes 37 seconds East (N49°13'37"E), a distance of 160.41 feet to a Found Iron Bar on the easterly line of said Lot 1, Block 160; (this course is based on old map records and physical evidence found in field at time of survey. No Deed recording of a conveyance was found)

thence (32) running along said easterly line of Lot 1, Block 160, North 19 degrees 25 minutes 35 seconds East (N19°25'35"E), a distance of 408.28 feet to a point on the northeasterly line of said Lot 1, Block 160;

thence (33) running along said northeasterly line of Lot 1, Block 160, North 28 degrees 24 minutes 05 seconds West (N28°24'05"W), a distance of 92.40 feet to a point on the southeasterly line of Northfield Ave, a county road (100' wide R.O.W.);

thence (34) running along said southeasterly sideline of Northfield Avenue, North 60 degrees 15 minutes 55 seconds East (N60°15'55"E), a distance of 297.14 feet to a point of curvature. Said point being on a course of South 29 degrees 44 minutes 05 seconds East (S29°44'05"E) 2.00 feet from a Found Conc. Monument at County Highway Centerline Station PC163+03.57;

thence (35) running along said southeasterly line of Northfield Avenue, on a curve, curving to the right having a radius of 1,382.88 feet, a central angle of 19 degrees 14 minutes 50 seconds (19°14'50"), an arc distance of 464.48 feet, and a chord bearing and distance of North 69 degrees 53 minutes 20 seconds East (N69°53'20"E), 462.30 feet to a point of tangency on the southerly sideline of said Northfield Avenue. Said point being on a course of South 10 degrees 29 minutes 15 seconds East (S10°29'15"E) 60.00 feet from a Found Conc. Monument in the centerline line of Northfield Avenue at County Highway Station PT 167+84.86;

thence (36) running along said sideline of Northfield Avenue, North 79 degrees 30 minutes 45 seconds East (N79°30'45"E), a distance of 691.62 feet to a point on the westerly side line of West Road (50' wide R.O.W.-Unimproved);

thence (37) running along said sideline of West Road, South 03 degrees 37 minutes 33 seconds West (S03°37'33"W), a distance of 245.50 feet to an angle point on the southwesterly sideline of said West Road;

thence (38) running along said southwesterly sideline of West Road, South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 85.19 feet to a point on the northwesterly line of Lot 3, Block 160 (lands n/f Imperiale, Diane In Deed Book 12013, Pg.3743);

thence (39) running along said line of Lot 3, Block 160, South 46 degrees 16 minutes 33 seconds West (S46°16'33"W), a distance of 150.00 feet to a point on the southwesterly line of said Lot 3, Block 160;

thence (40) running along said line of Lot 3, Block 160 and also along the southwesterly lines of Lot 4, Block 160 (lands n/f Trank, Richard and Sivill, Nancy In Deed Book 5387, Pg.266), Lot 5, Block 160 (lands n/f Goetz, William In Deed Book 12434, Pg.5689) and Lot 7, Block 160 (lands n/f Cuomo, Thomas In Deed Book 5231, Pg.477), South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 462.55 feet to a point on the southeasterly line of said Lot 7, Block 160;

thence (41) running along said southeasterly line of Lot 7, Block 160, North 46 degrees 16 minutes 33 seconds East (N46°16'33"E), a distance of 6.00 feet to a point on the southwesterly line of said Lot 7, Block 160;

thence (42) running along said southwesterly line of Lot 7, Block 160 and also along the southwesterly lines of Lot 8, Block 160 (lands n/f Assegidle, Fantu In Deed Book 12379, Pg.4580) and Lot 9, Block 160 (lands n/f McCauley, Patrick In Deed Book 4833, Pg.38), South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 265.64 feet to a Found Iron Pipe on the northwesterly sideline of said Rock Spring Road;

thence (43) running along said northwesterly sideline of Rock Spring Road, South 37 degrees 43 minutes 33 seconds West (S37°43'33"W), a distance of 6.07 feet to a point at the terminus of said Rock Spring Road;

thence (44) running along said terminus of Rock Spring Road, South 43 degrees 43 minutes 27 seconds East ($S43^{\circ}43'27''E$), a distance of 50.58 feet to a point on the said southeasterly sideline of Rock Spring Road;

thence (45) running along the said sideline of Rock Spring Road, if projected, South 37 degrees 43 minutes 33 seconds West ($S37^{\circ}43'33''W$), a distance of 19.44 feet to the POINT AND PLACE OF BEGINNING.

Containing 6,191,818 square feet or 119.1877 acres, more or less.

This Description in accordance with a Boundary Survey
prepared by G. C. Stewart Associates, Inc. 328 Runnymede Road,
Essex Fells, New Jersey, dated June 30, 2014.

180 180 180 180



Felt Professional Building
320 Runnymede Road PO Box 66 Essex Felt, N.J. 07021 (973) 226-0141 Fax (973) 226-3061

DESCRIPTION OF
BLOCK 160.01, LOTS 33 and 34
LANDS OF
"ROCK SPRING CLUB"
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY NEW JERSEY

Beginning at a point on the southwesterly sideline of Walker Road (60' wide R.O.W.) with the easterly line of Lot 30.04, Block 160.01 (lands of Gardner, Lawrence in Deed Book 5283, Pg. 543) and being distant southeasterly along said sideline of Walker Road, 422.62 feet along various courses from the intersection of said sideline of Walker Road with the southeasterly sideline of Spring Hill Drive (60' wide R.O.W.), if projected. Said point also being the 6th corner in Deed Book 387, Pg. 331 Tract 2, and being the POINT AND PLACE OF BEGINNING;

thence (1) running along said southwesterly sideline of Walker Road, South 78 degrees 04 minutes 58 seconds East (S78°04'58"E), a distance of 394.44 feet to a point of curvature;

thence (2) still along said sideline of Walker Road, on a curve, curving to the left having a radius of 680.00 feet, a central angle of 18 degrees 10 minutes 36 seconds (N3°10'36"), an arc distance of 129.79 feet, and a chord bearing and distance of South 61 degrees 40 minutes 16 seconds East (S61°40'16"E), 128.50 feet to a point of intersection with the northwesterly line of Undercliff Terrace South (60' wide R.O.W.);

thence (3) running along said northwesterly sideline of Undercliff Terrace South, South 36 degrees 20 minutes 37 seconds West (S36°20'37"W), a distance of 218.35 feet to an angle point;

thence (4) still along said sideline of Undercliff Terrace South, South 27 degrees 42 minutes 37 seconds West (S27°42'37"W), a distance of 298.69 feet to an angle point;

thence (5) still along said sideline of Undercliff Terrace South, passing over a Stone Monument at the terminus of said Undercliff Terrace South at a distance of 6.31 feet, and also along the northwesterly line of Lot 3, Block 46.08 (lands of Jacobs, Howard in Deed Book 8141, Pg. 707 Tract 1), South 33 degrees 20 minutes 37 seconds West (S33°20'37"W), a distance of 808.06 feet to a point, said point being North 33 degrees 20 minutes 37 seconds East (N33°20'37"E), 1.03 feet from a Found Stone Monument, Point also being on the northeasterly line of Lot 10, Block 160.04 as shown on a certain map entitled Final Plat "Rock Spring Estates" Township of West Orange, Essex County, New Jersey. Prepared by GC Stewart Assoc., Dated 1/30/84 and Filed 3/08/84 as Map No. 3549.

thence (6) running along said northeasterly line of Lot 10, Block 160.04, and also along the northeasterly sideline of Hillcrest Avenue (60' wide R.O.W. as shown on said Filed Map), North 73 degrees 56 minutes 58 seconds West (N73°56'58"W), a distance of 626.94 feet to a point of curvature;

thence (7) running along said sideline of Hillcrest Avenue, on a curve, curving to the left having a radius of 176.00 feet, a central angle of 40 degrees 00 minutes 00 seconds (40°00'00"), an arc distance of 122.17 feet, and a chord bearing and distance of South 86 degrees 03 minutes 02 seconds West (S86°03'02"W), 119.71 feet to a point of tangency on the northwesterly sideline of said Hillcrest Avenue;

ENGINEERS / SURVEYORS / PLANNERS

VESTING SCHEDULE

The fee simple estate or interest in the land described or referred to in the Commitment and covered herein is and is at the effective date hereof vested in:

Rock Spring Club and/or Rock Spring Country Club, a New Jersey Corporation, by the following:

- (a) Rock Spring Country Club by deed from Orange Mountain Land Co., dated July 1, 1925, and recorded September 9, 1925, in Deed Book B73, page 331.
- (b) Rock Spring Country Club by deed from Ulysses G. Baumgardner, dated September 17, 1925, and recorded September 21, 1925, in Deed Book C73, page 497.
- (c) Rock Spring Holding Co., by deed from Rock Spring Country Club, dated May 1, 1927, and recorded December 8, 1927, in Deed Book F77, page 56.
- (d) Rock Spring Club by deed from Samuel P. Watson, dated April 9, 1934, and recorded April 11, 1934, in Deed Book G87, page 331.
- (e) Rock Spring Club by deed from Thomas P. Tunstead and Edna H. Tunstead, his wife, dated November 18, 1936, and recorded November 20, 1936, in Deed Book E91, page 468.
- (f) Rock Spring Club by deed from Rock Spring Holding Co., dated December 14, 1943, and recorded December 18, 1943, in Deed Book R-102, page 390.
- (g) Rock Spring Club by deed from Louis A. DiMarzo and Olive G. DiMarzo, his wife, dated January 4, 1962, and recorded January 23, 1962, in Deed Book 3843, page 156.
- (h) Rock Spring Club by deed from The Town of West Orange, dated June 13, 1966, and recorded June 17, 1966, in Deed Book 4174, page 148.
- (i) Rock Spring Club by deed from 2001, a House Odyssey, Inc., dated February 10, 1984, and recorded March 9, 1984, in Deed Book 4820, page 77.

EXCLUDING PREMISES conveyed out in Deed Book S-79, page 345, Deed Book S79, page 347; Deed Book C-104, page 292; Deed Book C-104, page 293; Deed Book 3787, page 562; Deed Book 4092, page 73; and Deed Book 4182, page 325.

The said Rock Spring club merged with and into MGC-RSC, Inc. on February 1, 2016 with the name of the surviving corporation as Rock Spring Club, Inc.

Commonwealth Land Title Company, LLC - Lyndhurst
464 Valley Brook Avenue + Lyndhurst + New Jersey + 07071
Phone: 201-804-8844 + Fax: 201-804-9501

C-Commitment-06

Effective 2/15/07
Revised: 9/10/07

GIT/REP-3
(9-2015)State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions Page 2)

Name(s)

ROCK SPRING CLUB AKA ROCK SPRING CLUB, INC.

Current Street Address

90 ROCK SPRING ROAD

City, Town, Post Office

WEST ORANGE

State

NEW JERSEY

Zip Code

07052

PROPERTY INFORMATION (Brief Property Description)

Block(s)

46.01

160

160.01

Lot(s)

22 through 31

2 and 10

30 and 34

Qualifier

Street Address

90 Rock Spring Road

City, Town, Post Office

West Orange

State

New Jersey

Zip Code

07052

Seller's Percentage of Ownership

100%

Total Consideration

\$1.00

Owner's Share of Consideration

\$1.00

Closing Date

October 2018

SELLER ASSURANCES (Check the Appropriate Box (Boxes 2 through 8 apply to NON-residents))

1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will
2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of 26 U.S. Code section 121.
3. Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with
4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State
5. ☒ Seller is not individual, estate or trust and not required to make an estimated gross income tax payment
6. ☒ The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated gross income tax payment.
7. The gain from the sale will not be recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, 1033 (CIRCLE THE
Seller did not receive non-like kind property.
8. The real property being sold is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of
9. The real property being sold is subject to a short sale instituted by the mortgagee, whereby the
10. The deed is dated prior to August 1, 2004, and was not previously recorded.
11. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property
12. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S.
13. The property transferred is a cemetery plot.
14. The seller is not receive net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☒ I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

ROCK SPRING CLUB AKA ROCK SPRING CLUB, INC., a NJ not
for profit corporation, by its sole shareholder, MONTCLAIR
GOLF CLUB, a NJ not for profit corporation

BY:

Christopher P. Gengaro, President

10/30/18

Date

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

SS.

County Municipal Code

0722

COUNTY OF ESSEX

FOR RECORDER'S USE ONLY

Consideration

RTF paid by Seller

Date 11-9-18 By

1.00

2

YN

MUNICIPALITY OR PROPERTY LOCATION West Orange

* Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (Instructions #3 and #4 on reverse side.)

Deponent Christopher P. Gengaro, being duly sworn according to law upon his/her oath

deposes and says that he/she is the Corporate Officer of the Sole Shareholder of the Grantor in a deed dated October, 2018, transferring

(Grantor, Legal Representative, Corporate Officer, Officer of the Title Company, Lending Institution, etc.)

real property identified as Block number 46.01, Lot Numbers 22-31, Block number 160, Lot numbers 2 and 10, and Block number 160.01, Lot numbers 30 and 34 located at

90 Rock Spring Road, West Orange, New Jersey 07062

(Street Address, Tract)

and annexed thereto.

(2) CONSIDERATION \$1.00 (Instruction #1 and #5 on reverse side) ☒ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C. (Circle one) If Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED ASSESSED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (Instructions #5A and 7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Valuation
14,302,000.00 + 89.81 % = \$15,824,729.00

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized value.

(4) FULL EXEMPTION FROM FEE: (Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C.49, P.L. 1988, as amended through C. 66, P.L. 2004, for the following reason(s): Mere reference to exemption symbol is not sufficient. Explain in detail.

B(a) Consideration of less than \$100.00

(5) PARTIAL EXEMPTION FROM FEE (Instructions #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 178, P.L. 1975, C. 113, P.L. 2005 and C. 66, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN Grantor(s) 62 Years of age or over (See Instruction #9 on reverse side for A or B)
B. BLIND PERSON Grantor(s) legally blind or
C. DISABLED PERSON Grantor(s) permanently and totally disabled Receiving disability payments Not gainfully employed

Senior citizens, blind or disabled persons must also meet all of the following criteria.

Owned and occupied by grantor(s) at time of sale.

Resident of the State of New Jersey

One- or two-family residential premises.

Owners as joint tenants must all qualify.

* IN THE CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNIONS COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

Affordable according to HUD standards.

Reserved for occupancy.

Meets income requirements of region.

Subject to resale controls.

(C) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)

Entirely new improvement.

Not previously occupied.

Not previously used for any purpose

"NEW CONSTRUCTION" printed clearly at the top of the first page of the deed

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

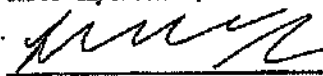
No prior mortgage assumed or to which property is subject at time of sale.

No contributions to capital by either grantor or grantee legal entity.

No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce the county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1988, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 30th day of October, 2018.



Laurence Slous, Esq.
Attorney at Law of NJ

Signature of Deponent

25 Prospect Avenue, West Orange, NJ 07062

Deponent Address

Rock Spring Club AKA Rock Spring Club, Inc.
By its Sole Shareholder Montclair Golf Club

Grantor Name

90 Rock Spring Road, West Orange, NJ 07062

Grantor Address at Time of Sale

XXX-XXX-720

Last 3 digits in Grantor's Social Security Number

Name/Company of Settlement Officer

2018096847

Instrument Number

Deed Number

Deed Dated 10-30-18

FOR OFFICIAL USE ONLY

County Essex

Book

Page 11-9-18

Date Recorded

County Recording Officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY - DIVISION OF TAXATION
P.O. BOX 281
TRENTON, NJ 08646-0281
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of Taxation in the Department of the Treasury has prescribed this form, as required by law, and may not be altered or amended without the approval of the Director. For further information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at www.state.nj.us/treasury/taxation/rtf1.pdf

DANA RONE
ESSEX COUNTY REGISTER OF DEEDS & MORTGAGES



Hall of Records
465 Martin Luther King Jr Blvd
Room 130
Newark, NJ 07102
(973) 621-4960

***RETURN DOCUMENT TO:**
WILENTZ, GOLDMAN & SPITZER P.A.
90 WOODBRIDGE CENTER DRIVE
WOODBIDGE, NJ 07095
ATTN: PETER R. HERMAN, ESQ.

Instrument Number - 2018096854
Recorded On 11/8/2018 At 2:02:13 PM

* Instrument Type - MORTGAGE
Invoice Number - 242422 User ID: YN
* Mortgagor - MONTCLAIR GOLF CLUB
* Mortgagee - PROVIDENT BANK
* PARCEL IDENTIFICATION NUMBER
N/A-WEST ORANGE

***Total Pages - 28**

*** FEES**

NJ PRESERVATION	\$145.00
ACCOUNT	
REGISTER RECORDING FEE	\$155.00
HOMELESSNESS TRUST FUND	\$3.00
TOTAL PAID	\$303.00

I hereby CERTIFY that this document is
Recorded in the Register of Deeds & Mortgages Office
of Essex County, New Jersey

Dana Rone
Register of Deeds & Mortgages

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

INSTRUMENT NUMBER - 2018096854



Essex County Recording Data Page Honorable Dana Rone Essex County Register		Official Use Only	
			
Official Use Only:			
Date of Document: October 30, 2018		Type of Document: Mortgage	
First Party Name: Montclair Golf Club		Second Party Name: Provident Bank	
Additional Parties:			
THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY.			
Block:		Lot:	Qualifier:
Municipality:			
Consideration:			
Mailing Address of Grantee:			
THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY			
Original Book:		Original Page:	
ESSEX COUNTY RECORDING DATA PAGE Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.			

Do Not Charge the Wilentz Account:
Record and Return to:

Wilentz, Goldman & Spitzer P.A.
90 Woodbridge Center Drive
Woodbridge, NJ 07095
Attn: Peter R. Herman, Esq.

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT dated October 30, 2018 (together with any amendments or modifications hereto in effect from time to time, this "Mortgage"), by **MONTCLAIR GOLF CLUB** ("Mortgagor"), a New Jersey not-for-profit corporation, having an office located at 25 Prospect Avenue, West Orange, New Jersey 07052, in favor of **PROVIDENT BANK**, ("Mortgagee"), having an office located at 100 Wood Avenue, South Iselin, New Jersey 08830.

WITNESSETH:

WHEREAS, pursuant to a certain Loan Agreement dated the date hereof by and among the Mortgagor, the Mortgagee and other parties related thereto, as may be amended, restated and/or extended from time to time ("Loan Agreement"), the Mortgagee has made certain loans to Mortgagor (individually and collectively, the "Borrower") aggregating \$8,220,966.31 (together with all other loans and extension of credit made from time to time by the Mortgagee to the Borrower shall be referred to as "Loans"); and

WHEREAS, Mortgagor has a valid fee interest in and to those certain tracts of land located in Township of West Orange, County of Essex, State of New Jersey as more particularly described in Schedule "A" attached hereto and made a part hereof (the "Real Estate"); and

WHEREAS, to induce Mortgagee to make the Loans, and to secure payment of the Mortgagor's obligations under the Loan Agreement, Mortgagor has agreed to execute and deliver this Mortgage.

GRANTING CLAUSES

NOW, THEREFORE, to secure to Mortgagee (i) the repayment of all sums due under this Mortgage, the Mortgage Loan (as defined in the Loan Agreement), and the other Loan Documents (as such term is defined in the Loan Agreement); (ii) the performance of all terms, conditions and covenants set forth in the other Loan Documents; and (iii) all other Obligations in connection with the Mortgage Loan (as defined in the Loan Agreement) (collectively, the "Liabilities"), Mortgagor has mortgaged, granted and conveyed and by these presents **DOES HEREBY MORTGAGE, GRANT AND CONVEY TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS**, all of Mortgagor's right, title and interest now owned or hereafter acquired in and to each of the following (collectively, the "Property"):

(A) The Real Estate;

(B) Any and all buildings and improvements now or hereafter erected on, under or over the Real Estate (the "Improvements");

#10165180.1(141986.270)

(SIGNATURE PAGE TO MORTGAGE AND SECURITY AGREEMENT)

IN WITNESS WHEREOF, Mortgagor, intending to be legally bound, has duly executed and delivered this Mortgage as of the day and year first above written.

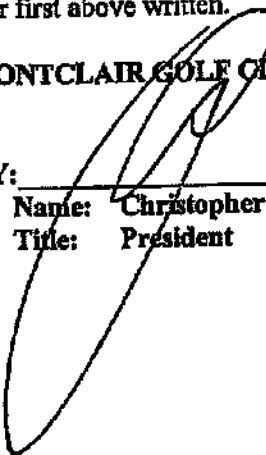
ATTEST:



Name: *Lawrence Slow*
Title: *Attorney at Law of NJ*

MONTCLAIR GOLF CLUB

BY:



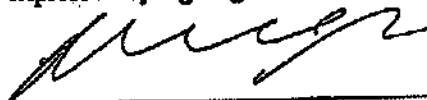
Name: **Christopher P. Gengaro**
Title: **President**

Not Certified Copy

ACKNOWLEDGEMENT

STATE OF NEW JERSEY)
: SS
COUNTY OF MIDDLESEX)

Be it remembered, that on this 30th day of October, 2018, before me, the subscriber, an Attorney-at-Law of the State of New Jersey, authorized to take acknowledgments and proofs in and for the State and County aforesaid, personally appeared Christopher P. Gengaro who, acknowledged himself to be President of Montclair Golf Club, a New Jersey corporation, and who, I am satisfied is the person named in and who executed the within instrument on behalf of said company and he did acknowledge that he signed and delivered the same as the act and deed of said company for the uses and purposes therein expressed by signing the name of the company as officer of the company.



Laurence Slous, Esq.
An Attorney-at-Law of the State of New Jersey

SCHEDULE "A"
PREMISES



Full Professional Building
220 Raritan Road, 4th Floor, New York, N.Y. 10038 Tel: (212) 850-6141 Fax: (212) 850-6004

**DESCRIPTION OF
BLOCK 16, LOTS 1 AND 10 AND
BLOCK 46.01 LOTS 11 THRU 31
LANDS OF
"ROCK SPRING CLUB"
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY NEW JERSEY**

Beginning at a point on the northwesterly side of the proposed Rock Spring Road (60' wide R.O.W.), with the northwesterly line of Lot 17, Block 61 (lands of Dec. Robert in Deed Book 12282, Pg. 732). Said point also being the 7th corner in Deed Book 681, Pg. 321 Tract 1, and being the POINT AND PLACE OF BEGINNING;

Thence (1) running along said line of Lot 17, Block 61, South 64 degrees 54 minutes 27 seconds East (S64°54'27"E), a distance of 873.04 feet to a point on the northwesterly line of Lot 16 91, Block 61 (lands of Dec. Robert in Deed Book 12282, Pg. 732);

Thence (2) running along said line of Lot 16 91, Block 61, and also along the northwesterly line of Lot 12 02, Block 61 (lands of Township of West Orange) and Lot 18, Block 68 02 (lands of Rock Spring Assoc. of N.J., A.C. in Deed Book 6864, Pg. 822, South 52 degrees 18 minutes 32 seconds West (S52°18'32"W), a distance of 55.00 feet to a point on the northwesterly line of said Lot 10, Block 50 02;

Thence (3) running along said line of Lot 10, Block 50 02, North 64 degrees 54 minutes 37 seconds West (N64°54'37"W), a distance of 66.00 feet to a point on the northwesterly line of said Lot 18, Block 68 02;

Thence (4) running along said line of Lot 18, Block 68 02, South 17 degrees 45 minutes 33 seconds West (S17°45'33"W), a distance of 244.00 feet, passing over a Sandy Run Pipe at a distance of 122.25 feet, to a point on the northwesterly line of Lot 18, Block 68 02 (lands of Dec. H. H. H. in Deed Book 12281, Pg. 390);

Thence (5) running along said line of Lot 18, Block 68 02, South 20 degrees 38 minutes 32 seconds West (S20°38'32"W), a distance of 65.54 feet to a point on the northwesterly line of said Lot 10, Block 50 02;

Thence (6) running along said line of Lot 10, Block 50 02 and also along the northwesterly line of a 25' wide right of way in Deed Book 6710, Pg. 305, on a easement over, starting to the right, having a width of 25.17 feet, a bearing angle of 15 degrees 46 minutes 32 seconds (N15°46'32"E), on a length of 60.00 feet, and a closed bearing and distance of North 65 degrees 49 minutes 49 seconds West (N65°49'49"W), 99.00 feet to a point on the northwesterly line of said Lot 10, Block 50 02;

Thence (7) running along said line of Lot 10, Block 50 02, South 11 degrees 07 minutes 22 seconds West (S11°07'22"W), a distance of 974.00 feet to a point on the northwesterly line of said Lot 18, Block 68 02;

ENCLOSURE / INFORMATION / PLANS

thence (8) running along said line of Lot 16, Block 46.03, South 52 degrees 40 minutes 08 seconds East (S52°40'08"E), a distance of 246.25 feet to a point on the northwesterly sideline of Winding Way (50' wide R.O.W.-Unimproved). Said point being on a course of North 52 degrees 40 minutes 08 seconds West (N52°40'08"W), a distance of 4.43 feet from a Found Iron Pipe;

thence (9) running along said sideline of Winding Way, on a non-tangent curve, curving to the right, having a radius of 181.34 feet, a central angle of 05 degrees 19 minutes 48 seconds (05°19'48"), an arc length of 16.87 feet, and a chord bearing and distance of South 29 degrees 42 minutes 59 seconds West (S29°42'59"W), 16.86 feet to a point of tangency;

thence (10) still running along said sideline of Winding Way, South 32 degrees 22 minutes 52 seconds West (S32°22'52"W), a distance of 282.23 feet to a point on the northeasterly line of Lot 33, Block 46.01 (lands of Cirelli, Pompeo in Deed Book 5148, Pg.523);

thence (11) running along said line of Lot 33, Block 46.01, North 52 degrees 48 minutes 08 seconds West (N52°48'08"W), a distance of 178.67 feet to a point on the northwesterly line of said Lot 33, Block 46.01;

thence (12) running along said line of Lot 33, Block 46.01 and also along the northwesterly line of Lot 32, Block 46.01 (lands of Marcantonio, John in Deed Book 5166, Pg.228), South 35 degrees 13 minutes 09 seconds West (S35°13'09"W), a distance of 141.30 feet to a point on the southwesterly line of said Lot 32, Block 46.01;

thence (13) running along said line of Lot 32, Block 46.01, South 44 degrees 02 minutes 08 seconds East (S44°02'08"E), a distance of 166.32 feet to a point on northwesterly sideline of Undercliff Terrace South (50' wide R.O.W.);

thence (14) running along said sideline of Undercliff Terrace South, South 46 degrees 57 minutes 52 seconds West (S46°57'52"W), a distance of 798.83 feet to an angle point in same, said point being on a course of North 37 degrees 10 minutes 39 seconds West (N37°10'39"W) 50.36' from a Found Stone Monument on the angle point on the southeasterly line of said Undercliff Terrace South;

thence (15) running along said sideline of Undercliff Terrace South, South 59 degrees 40 minutes 52 seconds West (S59°40'52"W), a distance of 114.95 feet to an angle point in same;

thence (16) running along said sideline of Undercliff Terrace South, South 59 degrees 03 minutes 52 seconds West (S59°03'52"W), a distance of 14.81 feet to a point on the northerly sideline of Walker Road (50' wide R.O.W.);

thence (17) running along said line of Walker Road, on a non-tangent curve, curving to the left, having a radius of 2,417.34 feet, a central angle of 01 degrees 36 minutes 22 seconds (01°36'22"), an arc length of 67.78 feet, and a chord bearing and distance of North 83 degrees 43 minutes 38 seconds West (N83°43'38"W), 67.78 feet to a point of non-tangent curve on said sideline of Walker Road;

thence (18) still running along said sideline of Walker Road, on a non-tangent curve, curving to the right, having a radius of 810.80 feet, a central angle of 15 degrees 44 minutes 48 seconds (15°44'48"), an arc length of 140.16 feet, and a chord bearing and distance of North 82 degrees 57 minutes 22 seconds West (N82°57'22"W), 139.72 feet to a point of tangency;

thence (19) still running along said sideline of Walker Road, North 75 degrees 04 minutes 58 seconds West (N75°04'58"W), a distance of 469.06 feet to an angle point;

thence (20) still running along said sideline of Walker Road, North 74 degrees 08 minutes 58 seconds West (N74°08'58"W), a distance of 1,173.18 feet to a point of curvature;

thence (21) still running along said sideline of Walker Road, on a curve, curving to the right having a radius of 203.16 feet, a central angle of 47 degrees 20 minutes 00 seconds (47°20'00"), an arc distance of 167.84 feet, and a chord bearing and distance of North 50 degrees 28 minutes 58 seconds West (N50°28'58"W); 163.13 feet to a point of tangency on the northeasterly sideline of Walker Road;

thence (22) running along said sideline of Walker Road, North 28 degrees 48 minutes 58 seconds West (N28°48'58"W), a distance of 228.05 feet to an angle point in pavement in the easterly sideline of said Walker Road;

thence (23) running along said sideline of Walker Road, North 64 degrees 49 minutes 02 seconds East (N64°49'02"E), a distance of 279.31 feet to a point of curvature;

thence (24) running along said sideline of Walker Road, on a curve, curving to the right having a radius of 421.81 feet, a central angle of 30 degrees 04 minutes 00 seconds (30°04'00"), an arc distance of 221.35 feet, and a chord bearing and distance of North 19 degrees 51 minutes 02 seconds East (N19°51'02"E), 218.82 feet to a point of tangency on the southeasterly sideline of said Walker Road;

thence (25) running along said sideline of Walker Road, North 34 degrees 53 minutes 02 seconds East (N34°53'02"E), a distance of 413.88 feet to a point on the southwesterly line of Lot 1.05, Block 160 (lands n/w Dacey Jr., William in Deed Book 5584, Pg.313);

thence (26) running along said line of Lot 1.05, Block 160, South 55 degrees 09 minutes 58 seconds East (S55°09'58"E), a distance of 115.00 feet, passing over a Found Iron Pipe at a distance of 114.45 feet, to a point on the southeasterly line of said Lot 1.05, Block 160;

thence (27) running along said southeasterly line of Lot 1.05, Block 160, North 30 degrees 32 minutes 12 seconds East (N30°32'12"E), a distance of 188.52 feet to a point on the southerly line of Lot 1.04, Block 160 (lands n/w Hopping, Richard in Deed Book 5405, Pg.311). Said point creates a 2.77 foot right angle gap between said Lot 1.05, Block 160 and said Lot 1.04, Block 160;

thence (28) running along said southerly line of Lot 1.04, Block 160, South 84 degrees 08 minutes 45 seconds East (S84°08'45"E), a distance of 21.38 feet to a point on the easterly line of said Lot 1.04, Block 160;

thence (29) running along said easterly line of Lot 1.04, Block 160, North 05 degrees 53 minutes 15 seconds East (N05°53'15"E), a distance of 18.00 feet to a point on the southerly line of Lot 1, Block 160 (lands n/w Hilton Head North in Deed Book 4782, Pg.652);

thence (30) running along said southerly line of Lot 1, Block 160, South 84 degrees 08 minutes 45 seconds East (S84°08'45"E), a distance of 340.35 feet to a Found Iron Bar;

thence (31) making a line through said Lot 1, Block 160, following an existing chain link fence, North 48 degrees 13 minutes 37 seconds East (N48°13'37"E), a distance of 160.41 feet to a Found Iron Bar on the easterly line of said Lot 1, Block 160; (this course is based on old map records and physical evidence found in field at time of survey. No Deed recording of a conveyance was found)

thence (32) running along said easterly line of Lot 1, Block 160, North 19 degrees 25 minutes 35 seconds East (N19°25'35"E), a distance of 408.28 feet to a point on the northeasterly line of said Lot 1, Block 160;

thence (33) running along said northeasterly line of Lot 1, Block 180, North 28 degrees 24 minutes 06 seconds West (N28°24'06"W), a distance of 82.40 feet to a point on the southeasterly line of Northfield Ave, a county road (100' wide R.O.W.);

thence (34) running along said southeasterly sideline of Northfield Avenue, North 80 degrees 15 minutes 55 seconds East (N80°15'55"E), a distance of 237.14 feet to a point of curvature. Said point being on a course of South 29 degrees 44 minutes 06 seconds East (S29°44'06"E) 2.00 feet from a Found Conc. Monument at County Highway Centerline Station PC183+03.57;

thence (35) running along said southeasterly line of Northfield Avenue, on a curve, curving to the right having a radius of 1,382.89 feet, a central angle of 19 degrees 14 minutes 50 seconds (19°14'50"), an arc distance of 484.45 feet, and a chord bearing and distance of North 69 degrees 53 minutes 20 seconds East (N69°53'20"E), 452.30 feet to a point of tangency on the southerly sideline of said Northfield Avenue. Said point being on a course of South 10 degrees 29 minutes 15 seconds East (S10°29'15"E) 50.00 feet from a Found Conc. Monument in the centerline line of Northfield Avenue at County Highway Station PT 187+84.85;

thence (36) running along said sideline of Northfield Avenue, North 78 degrees 30 minutes 45 seconds East (N78°30'45"E), a distance of 881.82 feet to a point on the westerly side line of West Road (50' wide R.O.W.-Unimproved);

thence (37) running along said sideline of West Road, South 03 degrees 37 minutes 33 seconds West (S03°37'33"W), a distance of 245.50 feet to an angle point on the southwesterly sideline of said West Road;

thence (38) running along said southwesterly sideline of West Road, South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 85.19 feet to a point on the northwesterly line of Lot 3, Block 160 (lands n/l Imperial, Diane in Deed Book 12013, Pg.3743);

thence (39) running along said line of Lot 3, Block 160, South 46 degrees 16 minutes 33 seconds West (S46°16'33"W), a distance of 150.00 feet to a point on the southwesterly line of said Lot 3, Block 160;

thence (40) running along said line of Lot 3, Block 160 and also along the southwesterly lines of Lot 4, Block 160 (lands n/l Trank, Richard and Stivill, Nancy in Deed Book 8387, Pg.255), Lot 5, Block 160 (lands n/l Goetz, William in Deed Book 12434, Pg.5889) and Lot 7, Block 160 (lands n/l Cuomo, Thomas in Deed Book 8231, Pg.477), South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 452.55 feet to a point on the southeasterly line of said Lot 7, Block 160;

thence (41) running along said southeasterly line of Lot 7, Block 160, North 46 degrees 16 minutes 33 seconds East (N46°16'33"E), a distance of 8.00 feet to a point on the southwesterly line of said Lot 7, Block 160;

thence (42) running along said southwesterly line of Lot 7, Block 160 and also along the southwesterly lines of Lot 8, Block 160 (lands n/l Assagids, Fandu in Deed Book 12379, Pg.4630) and Lot 9, Block 160 (lands n/l McCutney, Patrick in Deed Book 4833, Pg.35), South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 255.84 feet to a Found Iron Pipe on the northwesterly sideline of said Rock Spring Road;

thence (43) running along said northwesterly sideline of Rock Spring Road, South 37 degrees 43 minutes 33 seconds West (S37°43'33"W), a distance of 0.07 feet to a point at the terminus of said Rock Spring Road;

thence (44) running along said terminus of Rock Spring Road, South 43 degrees 43 minutes 27 seconds East ($S43^{\circ}43'27''E$), a distance of 60.58 feet to a point on the said southeasterly sideline of Rock Spring Road;

thence (45) running along the said sideline of Rock Spring Road, if projected, South 37 degrees 43 minutes 33 seconds West ($S37^{\circ}43'33''W$), a distance of 18.44 feet to the
POINT AND PLACE OF BEGINNING.

Containing 8,181,818 square feet or 118.1877 acres, more or less.

This Description in accordance with a Boundary Survey
prepared by G. C. Stewart Associates, Inc. 320 Runnymede Road,
Essex Fells, New Jersey, dated June 30, 2014.

Not Certified Copy



Full Professor of Building
320 Runnymede Road PO Box 66 Essex Fells, N.J. 07021 (973) 226-0141 Fax (973) 226-3661

DESCRIPTION OF
BLOCK 160.01, LOTS 30 and 34
LANDS OF
"ROCK SPRING CLUB"
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY NEW JERSEY

Beginning at a point on the southwesterly sideline of Walker Road (60' wide R.O.W.) with the southerly line of Lot 30.04, Block 160.01 (lands of Gardner, Lawrence in Deed Book 6263, Pg. 646) and being distant southeasterly along said sideline of Walker Road, 422.82 feet along various courses from the intersection of said sideline of Walker Road with the southeasterly sideline of Spring Hill Drive (60' wide R.O.W.), it projected. Said point also being the 5th corner in Deed Book 697, Pg. 331 Tract 2, and being the POINT AND PLACE OF BEGINNING;

thence (1) running along said southwesterly sideline of Walker Road, South 76 degrees 04 minutes 59 seconds East (S76°04'59"E), a distance of 394.44 feet to a point of curvature;

thence (2) still along said sideline of Walker Road, on a curve, curving to the left having a radius of 669.00 feet, a central angle of 13 degrees 19 minutes 39 seconds (13°19'39"), an arc distance of 123.79 feet, and a chord bearing and distance of South 81 degrees 40 minutes 16 seconds East (S81°40'16"E), 129.59 feet to a point of intersection with the northeasterly line of Underhill Terrace South (60' wide R.O.W.);

thence (3) running along said northeasterly sideline of Underhill Terrace South, South 26 degrees 20 minutes 37 seconds West (S26°20'37"W), a distance of 218.96 feet to an angle point;

thence (4) still along said sideline of Underhill Terrace South, South 37 degrees 42 minutes 37 seconds West (S37°42'37"W), a distance of 238.69 feet to an angle point;

thence (5) still along said sideline of Underhill Terrace South, passing over a Stone Monument at the junction of said Underhill Terrace South at a distance of 8.31 feet, and also along the northeasterly line of Lot 3, Block 45.06 (lands of Jacobs, Howard in Deed Book 8141, Pg. 707 Tract 1), South 33 degrees 20 minutes 37 seconds West (S33°20'37"W), a distance of 806.05 feet to a point, said point being North 33 degrees 20 minutes 37 seconds East (N33°20'37"E), 1.03 feet from a Found Stone Monument. Point also being on the northeasterly line of Lot 10, Block 160.01 as shown on a certain map entitled Final Plat "Rock Spring Estates" Township of West Orange, Essex County, New Jersey. Prepared by GC Stewart Assoc., Dated 1/30/84 and Filed 3/09/84 as Map No. 3549.

thence (6) running along said northeasterly line of Lot 10, Block 160.01, and also along the northeasterly sideline of Hillcrest Avenue (60' wide R.O.W.) as shown on said Final Map, North 73 degrees 06 minutes 58 seconds West (N73°06'58"W), a distance of 628.91 feet to a point of curvature;

thence (7) running along said sideline of Hillcrest Avenue, on a curve, curving to the left having a radius of 178.99 feet, a central angle of 40 degrees 00 minutes 00 seconds (40°00'00"), an arc distance of 122.17 feet, and a chord bearing and distance of South 88 degrees 03 minutes 02 seconds West (S88°03'02"W), 118.71 feet to a point of tangency on the northeasterly sideline of said Hillcrest Avenue;

ENGINEERS / SURVEYORS / PLANNERS

thence (8) running along said sidewalk of Hillcrest Avenue, South 80 degrees 03 minutes 02 seconds West (S80°03'02"W), a distance of 32.78 feet to a point of curvature;

thence (9) running along said sidewalk of Hillcrest Avenue, on a curve, turning to the right having a radius of 25.00 feet, a central angle of 40 degrees 03 minutes 00 seconds (40°03'00"), an arc distance of 17.48 feet, and a chord bearing and distance of South 88 degrees 09 minutes 02 seconds West (S88°09'02"W), 17.10 feet to a point of tangency on the northeasterly sideline of said Hillcrest Avenue. Said point being on a course of North 18 degrees 03 minutes 02 seconds East (N18°03'02"E), a distance of 2.00 feet from a Found Cons. Monument;

thence (10) running along said northeasterly sideline of Hillcrest Avenue, North 73 degrees 59 minutes 50 seconds West (N73°59'50"W), a distance of 28.00 feet to a point on the southeasterly line of Lot 25, Block 180.01 as shown on a certain map entitled "Rock Spring at West Orange" a subdivision owned by the Barwin Company, Prepared by Freeman and Winston, dated 7/22/25 and Rev. 10/23/25;

The following (11) courses are along said map of "Rock Spring at West Orange"

thence (11) running along the said southeasterly line of Lot 25, Block 180.01, North 18 degrees 03 minutes 02 seconds East (N18°03'02"E), a distance of 100.00 feet to a point in the northeasterly line of said Lot 25, Block 180.01;

thence (12) running along said northeasterly line of Lot 25, Block 180.01, North 73 degrees 59 minutes 50 seconds West (N73°59'50"W), a distance of 22.39 feet to a point in the southeasterly line of said Lot 25, Block 180.01;

thence (13) running along said southeasterly line of Lot 25, Block 180.01 and also along the northeasterly lines of Lots 24, 19, 18, 13, 12 and 11, Block 180.01, North 32 degrees 38 minutes 02 seconds East (N32°38'02"E), a distance of 1,088.21 feet to a point on the southerly line of Lot 30.01, Block 180.01 (lands not Township of West Orange in Deed Book 4102, Pg. 225);

thence (14) running along said southerly line of Lot 30.01, Block 180.01 and also along the southerly line of Lot 30.05, Block 180.01 (lands not Carter, shown in Deed Book 12108, Pg. 4888) and said Lot 30.04, Block 180.01, South 78 degrees 04 minutes 58 seconds East (S78°04'58"E), a distance of 286.48 feet to a point on the southerly line of said Lot 30.04, Block 180.01;

thence (15) running along said southerly line of Lot 30.04, Block 180.01, North 71 degrees 58 minutes 32 seconds East (N71°58'32"E), a distance of 125.10 feet to a corner in same.

thence (16) running along said easterly line of Lot 30.04, Block 180.01, North 14 degrees 55 minutes 02 seconds East (N14°55'02"E), a distance of 142.00 feet to the
POINT AND PLACE OF BEGINNING

Containing 805,516 square feet or 23.7873 acres, more or less.

This Description is accordance with a Boundary Survey
Prepared by G. C. Stewart Associates, Inc. 320 Rannyswede Road,
Essex Fells, New Jersey, dated June 30, 2014.

DANA RONE
ESSEX COUNTY REGISTER OF DEEDS & MORTGAGES



Hall of Records
465 Martin Luther King Jr Blvd
Room 130
Newark, NJ 07102
(973) 621-4960

***RETURN DOCUMENT TO:**
WILENTZ, GOLDMAN & SPITZER P.A.
90 WOODBRIDGE CENTER DRIVE
WOODBIDGE, NJ 07095
ATTN: PETER R. HERMAN, ESQ.

Instrument Number - 2018096857
Recorded On 11/8/2018 At 2:04:16 PM
*Instrument Type - MORTGAGE
Invoice Number - 242422 User ID: YN
*Mortgagor - MONTCLAIR GOLF CLUB
*Mortgagee - PROVIDENT BANK
*PARCEL IDENTIFICATION NUMBER
N/A-WEST ORANGE

***Total Pages - 18**

***FEES**

NJ PRESERVATION ACCOUNT \$90.00
REGISTER RECORDING FEE \$100.00
HOMELESSNESS TRUST FUND \$3.00
TOTAL PAID \$193.00

I hereby CERTIFY that this document is
Recorded in the Register of Deeds & Mortgages Office
of Essex County, New Jersey

Dana Rone
Register of Deeds & Mortgages

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

INSTRUMENT NUMBER - 2018096857



Essex County Recording Data Page Honorable Dana Rone Essex County Register				Official Use Only	
Official Use Only:					
Date of Document: October 30, 2018			Type of Document: Assignment of Leases and Rents		
First Party Name: Montclair Golf Club			Second Party Name: Provident Bank		
Additional Parties:					
THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY					
Block:		Lot:		Qualifier:	
Municipality:					
Consideration:					
Mailing Address of Grantee:					
THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY					
Original Book:			Original Page:		
ESSEX COUNTY RECORDING DATA PAGE Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.					

**Do Not Charge the Wilentz Account:
Record and Return to:**

**Peter R. Herman, Esq.
Wilentz, Goldman & Spitzer, P.A.
90 Woodbridge Center Drive
Woodbridge, NJ 07095**

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is entered into on this 30th day of October, 2018, by **MONTCLAIR GOLF CLUB**, a New Jersey not-for-profit corporation (the "Assignor"), having an office located at 25 Prospect Avenue, West Orange, New Jersey 07052, in favor of **PROVIDENT BANK**, (the "Assignee"), having an address at 100 Wood Avenue, South Iselin, New Jersey 08830.

WITNESSETH:

WHEREAS, pursuant to a certain Loan Agreement dated the date hereof among the Assignor, other parties related thereto, and the Assignee, as may be amended, restated and/or extended from time to time ("Loan Agreement"), the Assignee has made certain loans to Assignor (individually, the "Borrower") aggregating \$8,220,966.31 (together with all other loans and extensions of credit made from time to time by Assignee to the Assignor, the "Loans");

WHEREAS, simultaneously herewith, the Assignor is executing and delivering a certain Mortgage and Security Agreement with respect to the Premises (as hereinafter defined), as may be amended, restated and/or extended from time to time (the "Mortgage"), to secure its obligations to the Assignee under Loan Agreement (as defined in the Mortgage); and

WHEREAS, to induce Assignee to make the Loans, and to secure payment of the Assignor's obligations under the Loan Agreement, the Assignee has requested the Assignor, and the Assignor has agreed, to execute and deliver this Assignment for the purpose of securing all Obligations and the Assignor's obligations and liabilities with respect to the Loans, and all other obligations and liabilities secured by the Mortgage (collectively, the "Liabilities").

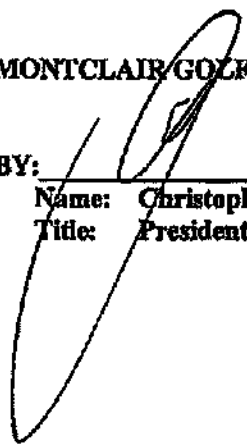
NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the Assignor, hereby conveys, transfers and assigns unto Assignee, its successors and assigns, all of the rights, interests and privileges: (a) which Assignor as lessor has and may have in the leases, subleases, contracts, licenses or other agreements now existing or hereafter made and affecting the property described in Schedule "A" attached hereto (the "Premises") or any part thereof, as any such document may have been, or may from time to time be hereafter, modified, extended and renewed, including, but not limited to, those leases set forth and described on the schedule attached hereto and made a part hereof as Schedule "B" (collectively, the "Leases"); and (b) which Assignor has and may have by virtue of any guaranty or surety agreement with respect to the tenant's obligations under any of such Leases, as such guaranties or surety agreements may have been, or may from time to time be hereafter, modified and

#10164868.1(141836.270)

(SIGNATURE PAGE TO ASSIGNMENT OF LEASES AND RENTS)

IN WITNESS WHEREOF, Assignor has duly executed this Assignment on and of the day and year first above written.

MONTCLAIR GOLF CLUB

BY: 

Name: Christopher P. Gengaro
Title: President

Not Certified Copy

ACKNOWLEDGEMENT

STATE OF NEW JERSEY)
: SS
COUNTY OF MIDDLESEX)

Be it remembered, that on this 30th day of October, 2018, before me, the subscriber, an Attorney-at-Law of the State of New Jersey, authorized to take acknowledgments and proofs in and for the State and County aforesaid, personally appeared Christopher P. Gengaro who, acknowledged himself to be President of Montclair Golf Club, a New Jersey corporation, and who, I am satisfied is the person named in and who executed the within instrument on behalf of said company and he did acknowledge that he signed and delivered the same as the act and deed of said company for the uses and purposes therein expressed by signing the name of the company as officer of the company.



Laurence Slous, Esq.
An Attorney-at-Law of the State of New Jersey

Not Certified Copy

SCHEDULE "A" **PREMISES**



Folk Real Estate Building
300 Passaic Road PO Box 65 East Fort, N.J. 07024 (973) 222-0141 Fax (973) 222-2061

DESCRIPTION OF **BLOCK 100, LOTS 2 AND 10 AND** **BLOCK 46.81 LOTS 23 THIRD 21** **LANDS OF** **"ROCK SPRING CLUB"** **TOWNSHIP OF WEST ORANGE, ESSEX COUNTY NEW JERSEY**

Beginning at a point on the southeasterly side line, if projected, of Rock Spring Road (20' wide R.O.W.), with the southeasterly line of Lot 17, Block 51 (Block 100) of Deed, Robert B. Dool Book 12242, Pg. 732. Said point also being true 7" corner to Dool Book 12242, Pg. 831 Tract 1, and being the POINT AND PLACE OF BEGINNING;

thence (1) running along said line of Lot 17, Block 51, South 54 degrees 54 minutes 27 seconds East (S54°54'27"E), a distance of 171.04 feet to a point on the southeasterly line of Lot 10 01, Block 51 (Block 100) of Deed, Robert B. Dool Book 12242, Pg. 732;

thence (2) running along said line of Lot 10 01, Block 51, and also along the easterly side line of Lot 10 02, Block 51 (Block 100) of Township of West Orange) and Lot 10, Block 50 02 (Block 100) of Rock Spring Assoc. of N.J., 11.6 to Dool Book 12242, Pg. 822, South 30 degrees 10 minutes 23 seconds West (S30°10'23"W), a distance of 58.08 feet to a point on the southeasterly line of said Lot 10, Block 50 02;

thence (3) running along said line of Lot 10, Block 50 02, North 54 degrees 04 minutes 27 seconds West (N54°04'27"W), a distance of 65.00 feet to a point on the southeasterly line of said Lot 10, Block 50 02;

thence (4) running along said line of Lot 10, Block 50 02, South 17 degrees 45 minutes 33 seconds West (S17°45'33"W), a distance of 234.00 feet, passing over a hard iron Pipe the distance of 233.22 feet, to a point on the southeasterly line of Lot 10, Block 46.81 (Block 100) of Deed, Robert B. Dool Book 12242, Pg. 1003;

thence (5) running along said line of Lot 10, Block 46.81, South 30 degrees 30 minutes 37 seconds West (S30°30'37"W), a distance of 60.00 feet to a point on the southeasterly line of said Lot 10, Block 46.81;

thence (6) running along said line of Lot 10, Block 46.81 and also along the southeasterly line of a 25' wide right of way in Dool Book 12242, Pg. 244, on a non-tangent curve, starting to the right, having a radius of 251.77 feet, a central angle of 13 degrees 40 minutes 37 seconds (13°40'37"), an arc length of 60.00 feet, and a chord bearing and distance of North 43 degrees 40 minutes 40 seconds West (N43°40'40"W), 73.50 feet to a point on the southeasterly line of said Lot 10, Block 46.81;

thence (7) running along said line of Lot 10, Block 46.81, South 11 degrees 07 minutes 12 seconds West (S11°07'12"W), a distance of 174.00 feet to a point on the southeasterly line of said Lot 10, Block 46.81.

LARGEST / SMALLEST / PAGES

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thence (8) running along said line of Lot 18, Block 48.03, South 52 degrees 40 minutes 08 seconds East (S52°40'08"E), a distance of 248.25 feet to a point on the northwesterly sideline of Winding Way (50' wide R.O.W.-Unimproved). Said point being on a course of North 52 degrees 40 minutes 08 seconds West (N52°40'08"W), a distance of 4.43 feet from a Found Iron Pipe;

thence (9) running along said sideline of Winding Way, on a non-tangent curve, curving to the right, having a radius of 181.94 feet, a central angle of 58 degrees 18 minutes 48 seconds (58°18'48"), an arc length of 18.87 feet, and a chord bearing and distance of South 23 degrees 42 minutes 59 seconds West (S23°42'59"W), 18.86 feet to a point of tangency;

thence (10) still running along said sideline of Winding Way, South 32 degrees 22 minutes 52 seconds West (S32°22'52"W), a distance of 282.23 feet to a point on the northeasterly line of Lot 33, Block 48.01 (lands of Credit, Pompee in Deed Book 5148, Pg.523);

thence (11) running along said line of Lot 33, Block 48.01, North 52 degrees 40 minutes 08 seconds West (N52°40'08"W), a distance of 178.67 feet to a point on the northwesterly line of said Lot 33, Block 48.01;

thence (12) running along said line of Lot 33, Block 48.01 and also along the northwesterly line of Lot 32, Block 48.01 (lands of Marcantonio, John in Deed Book 5155, Pg.228), South 35 degrees 13 minutes 09 seconds West (S35°13'09"W), a distance of 141.30 feet to a point on the southwesterly line of said Lot 32, Block 48.01;

thence (13) running along said line of Lot 32, Block 48.01, South 44 degrees 02 minutes 08 seconds East (S44°02'08"E), a distance of 158.32 feet to a point on northwesterly sideline of Undercliff Terrace South (50' wide R.O.W.);

thence (14) running along said sideline of Undercliff Terrace South, South 45 degrees 57 minutes 52 seconds West (S45°57'52"W), a distance of 790.93 feet to an angle point in same, said point being on a course of North 37 degrees 19 minutes 38 seconds West (N37°10'38"W), 50.38' from a Found Stone Monument on the angle point on the southeasterly line of said Undercliff Terrace South;

thence (15) running along said sideline of Undercliff Terrace South, South 68 degrees 40 minutes 52 seconds West (S68°40'52"W), a distance of 114.85 feet to an angle point in same;

thence (16) running along said sideline of Undercliff Terrace South, South 68 degrees 03 minutes 52 seconds West (S68°03'52"W), a distance of 14.81 feet to a point on the northerly sideline of Walker Road (50' wide R.O.W.);

thence (17) running along said line of Walker Road, on a non-tangent curve, curving to the left, having a radius of 2,417.34 feet, a central angle of 61 degrees 38 minutes 22 seconds (61°38'22"), an arc length of 67.78 feet, and a chord bearing and distance of North 83 degrees 48 minutes 38 seconds West (N83°48'38"W), 67.78 feet to a point of non-tangent curve on said sideline of Walker Road;

thence (18) still running along said sideline of Walker Road, on a non-tangent curve, curving to the right, having a radius of 510.00 feet, a central angle of 15 degrees 44 minutes 48 seconds (15°44'48"), an arc length of 140.18 feet, and a chord bearing and distance of North 82 degrees 57 minutes 22 seconds West (N82°57'22"W), 139.72 feet to a point of tangency;

thence (19) still running along said sideline of Walker Road, North 76 degrees 04 minutes 58 seconds West (N76°04'58"W), a distance of 495.05 feet to an angle point;

thence (20) still running along said sideline of Walker Road, North 74 degrees 08 minutes 58 seconds West (N74°08'58"W), a distance of 1,173.18 feet to a point of curvature;

thence (21) still running along said sideline of Walker Road, on a curve, curving to the right having a radius of 203.16 feet, a central angle of 47 degrees 20 minutes 00 seconds (47°20'00"), an arc distance of 167.84 feet, and a chord bearing and distance of North 50 degrees 28 minutes 58 seconds West (N50°28'58"W), 163.10 feet to a point of tangency on the northeasterly sideline of Walker Road;

thence (22) running along said sideline of Walker Road, North 26 degrees 48 minutes 58 seconds West (N26°48'58"W), a distance of 228.05 feet to an angle point in pavement in the easterly sideline of said Walker Road;

thence (23) running along said sideline of Walker Road, North 04 degrees 49 minutes 02 seconds East (N04°49'02"E), a distance of 279.31 feet to a point of curvature;

thence (24) running along said sideline of Walker Road, on a curve, curving to the right having a radius of 421.81 feet, a central angle of 30 degrees 04 minutes 00 seconds (30°04'00"), an arc distance of 221.35 feet, and a chord bearing and distance of North 19 degrees 51 minutes 02 seconds East (N19°51'02"E), 218.62 feet to a point of tangency on the southeasterly sideline of said Walker Road;

thence (25) running along said sideline of Walker Road, North 34 degrees 53 minutes 02 seconds East (N34°53'02"E), a distance of 413.89 feet to a point on the southwesterly line of Lot 1.05, Block 160 (lands W/ Dacey Jr., William in Deed Book 5584, Pg.313);

thence (26) running along said line of Lot 1.05, Block 160, South 65 degrees 08 minutes 58 seconds East (S65°08'58"E), a distance of 116.00 feet, passing over a Found Iron Pipe at a distance of 114.45 feet to a point on the southeasterly line of said Lot 1.05, Block 160;

thence (27) running along said southeasterly line of Lot 1.05, Block 160, North 30 degrees 32 minutes 12 seconds East (N30°32'12"E), a distance of 188.62 feet to a point on the southerly line of Lot 1.04, Block 160 (lands W/ Hopping, Richard in Deed Book 5405, Pg.91). Said point creates a 2.77 foot right angle gone between said Lot 1.05, Block 160 and said Lot 1.04, Block 160;

thence (28) running along said southerly line of Lot 1.04, Block 160, South 84 degrees 08 minutes 45 seconds East (S84°08'45"E), a distance of 21.38 feet to a point on the easterly line of said Lot 1.04, Block 160;

thence (29) running along said easterly line of Lot 1.04, Block 160, North 06 degrees 53 minutes 16 seconds East (N06°53'16"E), a distance of 15.00 feet to a point on the southerly line of Lot 1, Block 160 (lands W/ "Hilco Head North" in Deed Book 4782, Pg.562);

thence (30) running along said southerly line of Lot 1, Block 160, South 84 degrees 08 minutes 45 seconds East (S84°08'45"E), a distance of 340.35 feet to a Found Iron Bar;

thence (31) making a line through said Lot 1, Block 160, following an existing chain link fence, North 49 degrees 19 minutes 37 seconds East (N49°19'37"E), a distance of 160.41 feet to a Found Iron Bar on the easterly line of said Lot 1, Block 160; (this course is based on old map records and physical evidence found in field at time of survey. No Deed recording of a conveyance was found)

thence (32) running along said easterly line of Lot 1, Block 160, North 19 degrees 25 minutes 35 seconds East (N19°25'35"E), a distance of 408.28 feet to a point on the northeasterly line of said Lot 1, Block 160;

thence (33) running along said northeasterly line of Lot 1, Block 160, North 28 degrees 24 minutes 05 seconds West (N28°24'05"W), a distance of 92.48 feet to a point on the southeasterly line of Northfield Ave, a county road (100' wide R.O.W.);

thence (34) running along said southeasterly sideline of Northfield Avenue, North 60 degrees 15 minutes 55 seconds East (N60°15'55"E), a distance of 297.14 feet to a point of curvature, Said point being on a course of South 29 degrees 44 minutes 05 seconds East (S29°44'05"E) 2.00 feet from a Found Conc. Monument at County Highway Centerline Station PC163+03.67;

thence (35) running along said southeasterly line of Northfield Avenue, on a curve, curving to the right having a radius of 1,382.69 feet, a central angle of 19 degrees 14 minutes 50 seconds (19°14'50"), an arc distance of 484.48 feet, and a chord bearing and distance of North 69 degrees 53 minutes 20 seconds East (N69°53'20"E), 492.30 feet to a point of tangency on the southerly sideline of said Northfield Avenue. Said point being on a course of South 10 degrees 29 minutes 16 seconds East (S10°29'16"E) 60.00 feet from a Found Conc. Monument in the centerline line of Northfield Avenue at County Highway Station PT 167+84.85;

thence (36) running along said sideline of Northfield Avenue, North 78 degrees 30 minutes 49 seconds East (N78°30'49"E), a distance of 891.52 feet to a point on the westerly side line of West Road (50' wide R.O.W.-Unimproved);

thence (37) running along said sideline of West Road, South 03 degrees 37 minutes 33 seconds West (S03°37'33"W), a distance of 245.50 feet to an angle point on the southwesterly sideline of said West Road;

thence (38) running along said southwesterly sideline of West Road, South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 85.19 feet to a point on the northwesterly line of Lot 3, Block 160 (lands n/w Tompkins, Diana in Deed Book 12013, Pg. 3743);

thence (39) running along said line of Lot 3, Block 160, South 46 degrees 18 minutes 33 seconds West (S46°18'33"W), a distance of 150.00 feet to a point on the southwesterly line of said Lot 3, Block 160;

thence (40) running along said line of Lot 3, Block 160 and also along the southwesterly lines of Lot 4, Block 160 (lands n/w Trank, Richard and Sybil, Nancy in Deed Book 6357, Pg. 255), Lot 5, Block 160 (lands n/w Goetz, William in Deed Book 12434, Pg. 6889) and Lot 7, Block 160 (lands n/w Quomo, Thomas in Deed Book 5231, Pg. 477), South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 462.55 feet to a point on the southeasterly line of said Lot 7, Block 160;

thence (41) running along said southeasterly line of Lot 7, Block 160, North 46 degrees 16 minutes 33 seconds East (N46°16'33"E), a distance of 6.00 feet to a point on the southwesterly line of said Lot 7, Block 160;

thence (42) running along said southwesterly line of Lot 7, Block 160 and also along the southwesterly lines of Lot 6, Block 160 (lands n/w Assegida, Fanti in Deed Book 12379, Pg. 4550) and Lot 8, Block 160 (lands n/w McCauley, Patrick in Deed Book 4833, Pg. 38), South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 266.84 feet to a Found Iron Pipe on the northwesterly sideline of said Rock Spring Road;

thence (43) running along said northwesterly sideline of Rock Spring Road, South 37 degrees 43 minutes 33 seconds West (S37°43'33"W), a distance of 6.07 feet to a point at the terminus of said Rock Spring Road;

thence (44) running along said terminus of Rock Spring Road, South 43 degrees 43 minutes 27 seconds East ($S43^{\circ}43'27''E$), a distance of 50.56 feet to a point on the said southeasterly sideline of Rock Spring Road;

thence (45) running along the said sideline of Rock Spring Road, if projected, South 37 degrees 43 minutes 33 seconds West ($S37^{\circ}43'33''W$), a distance of 16.44 feet to the
POINT AND PLACE OF BEGINNING.

Containing 8,187,818 square feet or 119.1377 acres, more or less.

This Description in accordance with a Boundary Survey
prepared by G. C. Stewart Associates, Inc., 320 Runnymede Road,
Essex Fells, New Jersey, dated June 30, 2014.

Not Certified Copy



Felt Professional Building
320 Runnymede Road PO Box 66 Essex Fells, N.J. 07021 (973) 226-0141 Fax (973) 226-3061

DESCRIPTION OF
BLOCK 160.01, LOTS 30 and 34
LANDS OF
"ROCKSPRING CLUB"
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY NEW JERSEY

Beginning at a point on the southwesterly sideline of Walker Road (50' wide R.O.W.) with the westerly line of Lot 30.04, Block 160.01 (lands of Gardner, Lawrence in Deed Book 5263, Pg. 546) and being thence southwesterly along said sideline of Walker Road, 422.82 feet along various courses from the intersection of said sideline of Walker Road with the southeasterly sideline of Spring Hill Drive (50' wide R.O.W.), if projected. Said point also being the B¹ corner in Deed Book 637, Pg. 331 Tract 2, and being the POINT AND PLACE OF BEGINNING;

thence (1) running along said southwesterly sideline of Walker Road, South 70 degrees 04 minutes 55 seconds East (S70°04'55"E), a distance of 394.44 feet to a point of curvature;

thence (2) still along said sideline of Walker Road, on a curve, curving to the left having a radius of 880.00 feet, a central angle of 18 degrees 10 minutes 38 seconds (18°10'38"), an arc distance of 129.79 feet, and a chord bearing and distance of South 81 degrees 40 minutes 18 seconds East (S81°40'18"E), 129.89 feet to a point of intersection with the northwesterly line of Underhill Terrace South (50' wide R.O.W.);

thence (3) running along said northwesterly sideline of Underhill Terrace South, South 26 degrees 20 minutes 27 seconds West (S26°20'27"W), a distance of 216.95 feet to an angle point;

thence (4) still along said sideline of Underhill Terrace South, South 87 degrees 42 minutes 37 seconds West (S87°42'37"W), a distance of 188.89 feet to an angle point;

thence (5) still along said sideline of Underhill Terrace South, passing over a Stone Monument at the top of said Underhill Terrace South at a distance of 6.21 feet, and also along the northwesterly line of Lot 3, Block 46.02 (lands of Jacobs, Howard in Deed Book 8141, Pg. 707 Tract 1), South 39 degrees 26 minutes 27 seconds West (S39°26'27"W), a distance of 608.05 feet to a point, said point being North 33 degrees 26 minutes 57 seconds East (N33°26'57"E), 1.03 feet from a Found Stone Monument. Point also being on the northeasterly line of Lot 10, Block 160.04 as shown on a certain map entitled Final Plat "Rock Spring Estates" Township of West Orange, Essex County, New Jersey. Prepared by GC Stewart Assoc., Dated 1/30/84 and Filed 3/23/84 as Map No. 3548.

thence (6) running along said northwesterly line of Lot 10, Block 160.04, and also along the northwesterly sideline of Hillcrest Avenue (50' wide R.O.W.) as shown on said Filed Map, North 73 degrees 55 minutes 55 seconds West (N73°55'55"W), a distance of 628.84 feet to a point of curvature;

thence (7) running along said sideline of Hillcrest Avenue, on a curve, curving to the left having a radius of 178.00 feet, a central angle of 40 degrees 03 minutes 00 seconds (40°03'00"), an arc distance of 122.17 feet, and a chord bearing and distance of South 88 degrees 03 minutes 02 seconds West (S88°03'02"W), 119.71 feet to a point of tangency on the northwesterly sideline of said Hillcrest Avenue.

ENGINEER / SURVEYOR / PLANNER

thence (8) running along said sidewalk of Hillcrest Avenue, South 88 degrees 03 minutes 02 seconds West (S88°03'02"W), a distance of 82.78 feet to a point of curvature;

thence (9) running along said sidewalk of Hillcrest Avenue, on a curve, curving to the right having a radius of 25.00 feet, a central angle of 40 degrees 03 minutes 00 seconds (40°03'00"), an arc distance of 17.45 feet, and a chord bearing and distance of South 88 degrees 03 minutes 02 seconds West (S88°03'02"W), 17.10 feet to a point of tangency on the northeasterly sidewalk of said Hillcrest Avenue. Said point being on a course of North 16 degrees 08 minutes 02 seconds East (N16°08'02"E), a distance of 2.60 feet from a Fixed Conda. Monument;

thence (10) running along said northeasterly sidewalk of Hillcrest Avenue, North 73 degrees 58 minutes 58 seconds West (N73°58'58"W), a distance of 28.00 feet to a point on the southeasterly line of Lot 26, Block 180.01 as shown on a certain map entitled "Rock Spring at West Orange" a subdivision owned by the Barwin Company, Prepared by Freeman and Vignola, dated 7/22/56 and Rev. 10/23/58;

The following (3) courses are along said map of "Rock Spring at West Orange"

thence (11) running along the said southeasterly line of Lot 26, Block 180.01, North 16 degrees 03 minutes 02 seconds East (N16°03'02"E), a distance of 100.00 feet to a point on the northeasterly line of said Lot 26, Block 180.01;

thence (12) running along said northeasterly line of Lot 26, Block 180.01, North 73 degrees 58 minutes 58 seconds West (N73°58'58"W), a distance of 22.38 feet to a point in the southeasterly line of said Lot 26, Block 180.01;

thence (13) running along said southeasterly line of Lot 26, Block 180.01, and also along the northeasterly line of Lots 24, 10, 18, 13, 12 and 11, Block 180.01, North 22 degrees 58 minutes 02 seconds East (N22°58'02"E), a distance of 1,038.21 feet to a point on the southerly line of Lot 30.01, Block 180.01, (Books of Township of West Orange in Deed Book 4182, Pg. 322;

thence (14) running along said southerly line of Lot 30.01, Block 180.01 and also along the southerly line of Lot 30.05, Block 180.01 (and all Center, shown in Deed Book 12108, Pg. 468) and said Lot 30.04, Block 180.01, South 78 degrees 04 minutes 58 seconds East (S78°04'58"E), a distance of 225.48 feet to a point on the southerly line of said Lot 30.04, Block 180.01;

thence (15) running along said southerly line of Lot 30.04, Block 180.01, North 71 degrees 58 minutes 32 seconds East (N71°58'32"E), a distance of 125.10 feet to a corner in same.

thence (16) running along said southerly line of Lot 30.04, Block 180.01, North 14 degrees 58 minutes 02 seconds East (N14°58'02"E), a distance of 142.00 feet to the POINT AND PLACE OF BEGINNING.

Containing 895,516 square feet or 20.7878 acres, more or less.

This Description is accordance with a Boundary Survey
Prepared by G. C. Stawnci Associates, Inc. 320 Ramapo Road,
Essex Falls, New Jersey, dated June 30, 2014.

SCHEDULE "B"

LEASES

None.

Not Certified Copy

DANA RONE
ESSEX COUNTY REGISTER OF DEEDS & MORTGAGES



Hall of Records
465 Martin Luther King Jr Blvd
Room 130
Newark, NJ 07102
(973) 621-4960

***RETURN DOCUMENT TO:**
WILENTZ, GOLDMAN & SPITZER P.A.
90 WOODBRIDGE CENTER DRIVE
WOODBIDGE, NJ 07095
ATTN: PETER R. HERMAN, ESQ.

Instrument Number - 2018096861
Recorded On 11/8/2018 At 2:05:28 PM

*Instrument Type - UCC 1
Invoice Number - 242422 User ID: YN
*Debtor - MONTCLAIR GOLF CLUB
*Secured Party - PROVIDENT BANK
*PARCEL IDENTIFICATION NUMBER
N/A-WEST ORANGE

***Total Pages - 13**

***FEES**
REGISTER RECORDING FEE \$25.00
TOTAL PAID \$25.00

Not Certified Copy

I hereby CERTIFY that this document is
Recorded in the Register of Deeds & Mortgages Office
of Essex County, New Jersey

Dana Rone
Register of Deeds & Mortgages

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

INSTRUMENT NUMBER - 2018096861



Essex County Recording Data Page Honorable Dana Rone Essex County Register		Official Use Only	
			
Official Use Only:			
Date of Document:		Type of Document: UCC-1 Financing Statement	
First Party Name: Montclair Golf Club		Second Party Name: Provident Bank	
Additional Parties:			
THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY			
Block:		Lot:	
		Qualifier:	
Municipality:			
Consideration:			
Mailing Address of Grantee:			
THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY			
Original Book:		Original Page:	
ESSEX COUNTY RECORDING DATA PAGE Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.			

UCC FINANCING STATEMENT**FOLLOW INSTRUCTIONS**

A. NAME & PHONE OF CONTACT AT FILER (optional) Shelly Bordon, Corporate Paralegal (732) 855-6128
B. E-MAIL CONTACT AT FILER (optional) sbordon@wilentz.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) ☐ Anthony Osbourne, Esq. Wilentz, Goldman & Spitzer, P.A. 90 Woodbridge Center Drive, Suite 900 Woodbridge, NJ 07095

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1AD)

1a. ORGANIZATION'S NAME MONTCLAIR GOLF CLUB				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 25 PROSPECT AVENUE		CITY WEST ORANGE	STATE NJ	POSTAL CODE 07052
			COUNTRY USA	

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1AD)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. **SECURED PARTY'S NAME (or NAME OF ASSIGNEE OF ASSIGNOR SECURED PARTY):** Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME PROVIDENT BANK				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 100 WOOD AVENUE SOUTH		CITY ISELIN	STATE NJ	POSTAL CODE 08830
			COUNTRY USA	

4. **COLLATERAL:** This financing statement covers the following collateral:

All Assets used in connection with the Mortgaged Premises as more particularly described on Exhibit A attached hereto.

The collateral is within the scope of the New Jersey Uniform Commercial Code, pursuant to 12A:9-102 and 12A:9-109.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1AD, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative	
6a. Check only if applicable and check only one box: ☐ Public Finance Transaction ☐ Manufactured Home Transaction ☐ A Debtor is a Transacting Utility	
6b. Check only if applicable and check only one box: ☐ Agricultural Lien ☐ Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessor/Lessor ☐ Consignor/Consignee ☐ Seller/Buyer ☐ Bailor/Bailor ☐ Licensor/Licensee	

8. **OPTIONAL FILER REFERENCE DATA:**

File with: Essex County Clerk, NJ

CI/mf #: 141986.270

Doc #: 18227803

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/2011)

International Association of Commercial Administrators (IACA)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

8. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here ☐

8a. ORGANIZATION'S NAME

MONTCLAIR GOLF CLUB

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only and additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR 10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME (Provide only one name (515 or 11b))

11a. ORGANIZATION'S NAME

OR 11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

15. Name and address of a RECORD OWNER of real estate described in Item 16 (If Debtor does not have a record interest):

14. This FINANCING STATEMENT:

☐ covers timber to be cut

☐ covers unperfected collateral

☒ is filed as a future filing

16. Description of real estate:

25 Prospect Avenue, West Orange, New Jersey
also known as Lots 2 and 10, Block 160 and Lots 22 thru 31,
Block 46.01 on the Tax Map of the Township of West Orange,
County of Essex, State of New Jersey and more particularly
described on Schedule A attached hereto.

17. MISCELLANEOUS:

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (Form UCC1Ad) (Rev. 04/2011) International Association of Commercial Administrators (IACA)

EXHIBIT A

NOW, THEREFORE, to secure to Secured Party (i) the repayment of all sums due under this Mortgage, the Mortgage Loan (as defined in the Loan Agreement), and the other Loan Documents (as such term is defined in the Loan Agreement); (ii) the performance of all terms, conditions and covenants set forth in the other Loan Documents; and (iii) all other Obligations in connection with the Mortgage Loan (as defined in the Loan Agreement) (collectively, the "Liabilities"), Debtor has mortgaged, granted and conveyed and by these presents DOES HEREBY MORTGAGE, GRANT AND CONVEY TO SECURED PARTY, ITS SUCCESSORS AND ASSIGNS, all of Debtor's right, title and interest now owned or hereafter acquired in and to each of the following (collectively, the "Property"):

(A) The Real Estate;

(B) Any and all buildings and improvements now or hereafter erected on, under or over the Real Estate (the "Improvements");

(C) Any and all fixtures including all, machinery and equipment and other articles of real, personal or mixed property, deemed to be fixtures under applicable law, belonging to Debtor, at any time now or hereafter installed in, attached to or situated in or upon the Real Estate, or the buildings and improvements now or hereafter erected thereon, or used or intended to be used in connection with the Real Estate, or in the operation of the buildings and improvements, plant, business or dwelling situate thereon, whether or not such real, personal or mixed property is or shall be affixed thereto, and all replacements, substitutions and proceeds of the foregoing (all of the foregoing herein called the "Service Equipment"), including without limitation: (i) all appliances, furniture and furnishings; all articles of interior decoration, floor, wall and window coverings; all office, restaurant, bar, kitchen and laundry fixtures, utensils, appliances and equipment; all supplies, tools and accessories; all storm and screen windows, shutters, doors, decorations, awnings, shades, blinds, signs, trees, shrubbery and other plantings; (ii) all building service fixtures, machinery and equipment of any kind whatsoever; all lighting, heating, ventilating, air conditioning, refrigerating, sprinkling, plumbing, security, irrigating, cleaning, incinerating, waste disposal, communications, alarm, fire prevention and extinguishing systems, fixtures, apparatus, machinery and equipment; all elevators, escalators, lifts, cranes, hoists and platforms; all pipes, conduits, pumps, boilers, tanks, motors, engines, furnaces and compressors; all dynamos, transformers and generators; (iii) all building materials, building machinery and building equipment delivered on site to the Real Estate during the course of, or in connection with any construction or repair or renovation of the buildings and improvements; (iv) all parts, fittings, accessories, accessions, substitutions and replacements therefor and thereof; and (v) all files, books, ledgers, reports and records relating to any of the foregoing;

(D) Any and all leases, subleases, tenancies, licenses, occupancy agreements or agreements to lease all or any portion of the Real Estate, Improvements, Service Equipment or all or any other portion of the Property and all extensions, renewals, amendments, modifications and replacements thereof, and any options, rights of first refusal or guarantees relating thereto (collectively, the "Leases"); all rents, income, receipts, revenues, security deposits, escrow

#10227753.1

accounts, reserves, issues, profits, awards and payments of any kind payable under the Leases or otherwise arising from the Real Estate, Improvements, Service Equipment or all or any other portion of the Property including, without limitation, minimum rents, additional rents, percentage rents, parking, maintenance and deficiency rents (collectively, the "Rents"); all of the following personal property (collectively referred to as the "Contracts"): all accounts, general intangibles and contract rights (including any right to payment thereunder, whether or not earned by performance) of any nature relating to the Real Estate, Improvements, Service Equipment or all or any other portion of the Property or the use, occupancy, maintenance, construction, repair or operation thereof; all management agreements, franchise agreements, utility agreements and deposits, building service contracts, maintenance contracts, construction contracts and architect's agreements; all maps, plans, surveys and specifications; all warranties and guaranties; all permits, licenses and approvals; and all insurance policies, books of account and other documents, of whatever kind or character, relating to the use, construction upon, occupancy, leasing, sale or operation of the Real Estate, Improvements, Service Equipment or all or any other portion of the Property;

(E) Any and all estates, rights, tenements, hereditaments, privileges, easements, reversions, remainders and appurtenances of any kind benefiting or appurtenant to the Real Estate, Improvements or all or any other portion of the Property; all means of access to and from the Real Estate, Improvements or all or any other portion of the Property, whether public or private; all streets, alleys, passages, ways, water courses, water and mineral rights relating to the Real Estate, Improvements or all or any other portion of the Property; all rights of Debtor as declarant or unit owner under any declaration of condominium or association applicable to the Real Estate, Improvements or all or any other portion of the Property including, without limitation, all development rights and special declarant rights; and all other claims or demands of Debtor, either at law or in equity, in possession or expectancy of, in, or to the Real Estate, Improvements or all or any other portion of the Property (all of the foregoing described in this subsection E herein called the "Appurtenances"); and

(F) Any and all "proceeds" of any of the above-described Real Estate, Improvements, Service Equipment, Leases, Rents, Contracts and Appurtenances, which term "proceeds" shall have the meaning given to it in the Uniform Commercial Code, as amended, (the "Code") of the State in which the Property is located (collectively, the "Proceeds") and shall additionally include whatever is received upon the use, lease, sale, exchange, transfer, collection or other utilization or any disposition or conversion of any of the Real Estate, Improvements, Service Equipment, Leases, Rents, Contracts and Appurtenances, voluntary or involuntary, whether cash or non-cash, including proceeds of insurance and condemnation awards, rental or lease payments, accounts, chattel paper, instruments, documents, contract rights, general intangibles, equipment and inventory.

TO HAVE AND TO HOLD the above granted and conveyed Property unto and to the proper use and benefit of Secured Party, its successors and assigns, forever.

#10227763.1

Schedule A



Fells Professional Building
320 Runnymede Road PO Box 66 Essex Fells, N.J. 07021 (973) 226-0141 Fax (973) 226-3061

**DESCRIPTION OF
BLOCK 160, LOTS 2 AND 10 AND
BLOCK 46.01 LOTS 22 THRU 31
LANDS OF
"ROCK SPRING CLUB"
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY NEW JERSEY**

Beginning at a point on the southeasterly skyline, if projected, of Rock Spring Road (50' wide R.O.W.), with the southwesterly line of Lot 17, Block 51 (lands n/l Der. Robert in Deed Book 12282, Pg.732), Said point also being the 7th corner in Deed Book G87, Pg. 331 Tract 1, and being the POINT AND PLACE OF BEGINNING;

thence (1) running along said line of Lot 17, Block 51, South 54 degrees 54 minutes 27 seconds East (S54°54'27"E), a distance of 173.04 feet to a point on the northwesterly line of Lot 16.01, Block 51 (lands n/l Der. Robert in Deed Book 12282, Pg.732)

thence (2) running along said line of Lot 16.01, Block 51, and also along the northwesterly lines of Lot 16.02, Block 51 (lands n/l Township of West Orange) and Lot 10, Block 50.02 (lands n/l Rock Spring Assoc. of N.J. LLC in Deed Book 5834, Pg. 522, South 30 degrees 18 minutes 33 seconds West (S30°18'33"W), a distance of 55.00 feet to a point on the northeasterly line of said Lot 10, Block 50.02;

thence (3) running along said line of Lot 10, Block 50.02, North 54 degrees 54 minutes 27 seconds West (N54°54'27"W), a distance of 65.00 feet to a point on the northwesterly line of said Lot 10, Block 50.02;

thence (4) running along said line of Lot 10, Block 50.02, South 17 degrees 46 minutes 33 seconds West (S17°46'33"W), a distance of 284.03 feet, passing over a found Iron Pipe at a distance of 283.23 feet, to a point on the northwesterly line of Lot 18, Block 46.03 (lands n/l Hall III, Willard in Deed Book 5203, Pg.390);

thence (5) running along said line of Lot 18, Block 46.03, South 30 degrees 39 minutes 52 seconds West (S30°39'52"W), a distance of 50.34 feet to a point on the northeasterly line of said Lot 18, Block 46.03;

thence (6) running along said line of Lot 18, Block 46.03 and also along the southwesterly line of a 25' wide right of way in Deed Book Q110, Pg.380, on a non-tangent curve, curving to the right, having a radius of 251.37 feet, a central angle of 13 degrees 40 minutes 37 seconds (13°40'37"), an arc length of 60.00 feet, and a chord bearing and distance of North 46 degrees 49 minutes 49 seconds West (N46°49'49"W), 59.88 feet to a point on the northwesterly line of said Lot 18, Block 46.03;

thence (7) running along said line of Lot 18, Block 46.03, South 11 degrees 07 minutes 22 seconds West (S11°07'22"W), a distance of 174.00 feet to a point on the southwesterly line of said Lot 18, Block 46.03;

ENCLOSURES / SURVYORS / PLANNERS

thence (8) running along said line of Lot 18, Block 46.03, South 52 degrees 40 minutes 08 seconds East (S52°40'08"E), a distance of 249.25 feet to a point on the northwesterly sideline of Winding Way (60' wide R.O.W.-Unimproved), said point being on a course of North 52 degrees 40 minutes 08 seconds West (N52°40'08"W), a distance of 4.43 feet from a Found Iron Pipe;

thence (9) running along said sideline of Winding Way, on a non-tangent curve, curving to the right, having a radius of 181.34 feet, a central angle of 05 degrees 19 minutes 48 seconds (05°19'48"), an arc length of 18.87 feet, and a chord bearing and distance of South 29 degrees 42 minutes 59 seconds West (S29°42'59"W), 18.86 feet to a point of tangency;

thence (10) still running along said sideline of Winding Way, South 32 degrees 22 minutes 52 seconds West (S32°22'52"W), a distance of 282.23 feet to a point on the northeasterly line of Lot 33, Block 46.01 (lands n/l Cirelli, Pompeo in Deed Book 5148, Pg.523);

thence (11) running along said line of Lot 33, Block 46.01, North 52 degrees 40 minutes 08 seconds West (N52°40'08"W), a distance of 176.67 feet to a point on the northwesterly line of said Lot 33, Block 46.01;

thence (12) running along said line of Lot 33, Block 46.01 and also along the northwesterly line of Lot 32, Block 46.01 (lands n/l Marcantonio, John in Deed Book 5155, Pg.228), South 36 degrees 13 minutes 09 seconds West (S36°13'09"W), a distance of 141.30 feet to a point on the southwesterly line of said Lot 32, Block 46.01;

thence (13) running along said line of Lot 32, Block 46.01, South 44 degrees 02 minutes 09 seconds East (S44°02'09"E), a distance of 186.32 feet to a point on northwesterly sideline of Undercliff Terrace South (60' wide R.O.W.);

thence (14) running along said sideline of Undercliff Terrace South, South 45 degrees 57 minutes 52 seconds West (S45°57'52"W), a distance of 790.93 feet to an angle point in same, said point being on a course of North 37 degrees 10 minutes 38 seconds West (N37°10'38"W) 50.36' from a Found Stone Monument on the angle point on the southeasterly line of said Undercliff Terrace South;

thence (15) running along said sideline of Undercliff Terrace South, South 59 degrees 40 minutes 52 seconds West (S59°40'52"W), a distance of 114.95 feet to an angle point in same;

thence (16) running along said sideline of Undercliff Terrace South, South 58 degrees 03 minutes 52 seconds West (S58°03'52"W), a distance of 14.91 feet to a point on the northerly sideline of Walker Road (50' wide R.O.W.);

thence (17) running along said line of Walker Road, on a non-tangent curve, curving to the left, having a radius of 2,417.34 feet, a central angle of 01 degrees 36 minutes 22 seconds (01°36'22"), an arc length of 87.75 feet, and a chord bearing and distance of North 83 degrees 48 minutes 39 seconds West (N83°48'39"W), 87.76 feet to a point of non-tangent curve on said sideline of Walker Road;

thence (18) still running along said sideline of Walker Road, on a non-tangent curve, curving to the right, having a radius of 510.00 feet, a central angle of 15 degrees 44 minutes 48 seconds (15°44'48"), an arc length of 140.16 feet, and a chord bearing and distance of North 52 degrees 57 minutes 22 seconds West (N52°57'22"W), 139.72 feet to a point of tangency;

thence (19) still running along said sideline of Walker Road, North 75 degrees 04 minutes 58 seconds West (N75°04'58"W), a distance of 498.05 feet to an angle point;

thence (20) still running along said sideline of Walker Road, North 74 degrees 08 minutes 58 seconds West (N74°08'58"W), a distance of 1,173.18 feet to a point of curvature;

thence (21) still running along said sideline of Walker Road, on a curve, curving to the right having a radius of 203.16 feet, a central angle of 47 degrees 28 minutes 00 seconds (47°28'00"), an arc distance of 167.84 feet, and a chord bearing and distance of North 60 degrees 28 minutes 58 seconds West (N60°28'58"W), 163.10 feet to a point of tangency on the northeasterly sideline of Walker Road;

thence (22) running along said sideline of Walker Road, North 26 degrees 48 minutes 58 seconds West (N26°48'58"W), a distance of 223.05 feet to an angle point in pavement in the easterly sideline of said Walker Road;

thence (23) running along said sideline of Walker Road, North 04 degrees 49 minutes 02 seconds East (N04°49'02"E), a distance of 279.31 feet to a point of curvature;

thence (24) running along said sideline of Walker Road, on a curve, curving to the right having a radius of 421.81 feet, a central angle of 30 degrees 04 minutes 00 seconds (30°04'00"), an arc distance of 221.35 feet, and a chord bearing and distance of North 19 degrees 51 minutes 02 seconds East (N19°51'02"E), 218.82 feet to a point of tangency on the southeasterly sideline of said Walker Road;

thence (25) running along said sideline of Walker Road, North 34 degrees 53 minutes 02 seconds East (N34°53'02"E), a distance of 413.88 feet to a point on the southwesterly line of Lot 1.05, Block 160 (lands n/w Dacey Jr., William in Deed Book 5584, Pg.313);

thence (26) running along said line of Lot 1.05, Block 160, South 55 degrees 06 minutes 58 seconds East (S55°06'58"E), a distance of 115.00 feet passing over a Found Iron Pipe at a distance of 114.45 feet, to a point on the southeasterly line of said Lot 1.05, Block 160;

thence (27) running along said southeasterly line of Lot 1.05, Block 160, North 30 degrees 32 minutes 12 seconds East (N30°32'12"E), a distance of 188.52 feet to a point on the southerly line of Lot 1.04, Block 160 (lands n/w Hopping, Richard in Deed Book 5405, Pg.911). Said point creates a 2.77 foot right angle gore between said Lot 1.05, Block 160 and said Lot 1.04, Block 160;

thence (28) running along said southerly line of Lot 1.04, Block 160, South 84 degrees 08 minutes 45 seconds East (S84°08'45"E), a distance of 21.38 feet to a point on the easterly line of said Lot 1.04, Block 160;

thence (29) running along said easterly line of Lot 1.04, Block 160, North 05 degrees 53 minutes 15 seconds East (N05°53'15"E), a distance of 18.00 feet to a point on the southerly line of Lot 1, Block 160 (lands n/w Hilton Head North in Deed Book 4782, Pg.652);

thence (30) running along said southerly line of Lot 1, Block 160, South 84 degrees 08 minutes 45 seconds East (S84°08'45"E), a distance of 340.35 feet to a Found Iron Bar;

thence (31) making a line through said Lot 1, Block 160, following an existing chain link fence, North 49 degrees 13 minutes 37 seconds East (N49°13'37"E), a distance of 160.41 feet to a Found Iron Bar on the easterly line of said Lot 1, Block 160; (this course is based on old map records and physical evidence found in field at time of survey. No Deed recording of a conveyance was found)

thence (32) running along said easterly line of Lot 1, Block 160, North 19 degrees 25 minutes 35 seconds East (N19°25'35"E), a distance of 408.28 feet to a point on the northeasterly line of said Lot 1, Block 160;

thence (33) running along said northeasterly line of Lot 1, Block 160, North 26 degrees 24 minutes 05 seconds West (N26°24'05"W), a distance of 92.40 feet to a point on the southeasterly line of Northfield Ave, a county road (100' wide R.O.W.);

thence (34) running along said southeasterly sideline of Northfield Avenue, North 60 degrees 15 minutes 55 seconds East (N60°15'55"E), a distance of 287.14 feet to a point of curvature, Said point being on a course of South 29 degrees 44 minutes 05 seconds East (S29°44'05"E) 2.00 feet from a Found Conc. Monument at County Highway Centerline Station PC163+03.57;

thence (35) running along said southeasterly line of Northfield Avenue, on a curve, curving to the right having a radius of 1,382.88 feet, a central angle of 19 degrees 14 minutes 50 seconds (19°14'50"), an arc distance of 464.48 feet, and a chord bearing and distance of North 69 degrees 53 minutes 20 seconds East (N69°53'20"E), 462.30 feet to a point of tangency on the southerly sideline of said Northfield Avenue. Said point being on a course of South 10 degrees 28 minutes 15 seconds East (S10°28'15"E) 30.00 feet from a Found Conc. Monument in the centerline line of Northfield Avenue at County Highway Station PT 167+84.85;

thence (36) running along said sideline of Northfield Avenue, North 79 degrees 30 minutes 46 seconds East (N79°30'46"E), a distance of 601.62 feet to a point on the westerly side line of West Road (50' wide R.O.W.-Unimproved);

thence (37) running along said sideline of West Road, South 03 degrees 37 minutes 33 seconds West (S03°37'33"W), a distance of 245.50 feet to an angle point on the southwesterly sideline of said West Road;

thence (38) running along said southwesterly sideline of West Road, South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 65.19 feet to a point on the northwesterly line of Lot 3, Block 160 (lands n/f Imperials, Diana in Deed Book 12018, Pg.3743);

thence (39) running along said line of Lot 3, Block 160, South 46 degrees 18 minutes 33 seconds West (S46°18'33"W), a distance of 150.00 feet to a point on the southwesterly line of said Lot 3, Block 160;

thence (40) running along said line of Lot 3, Block 160 and also along the southwesterly lines of Lot 4, Block 160 (lands n/f Trank, Richard and Silvili, Nancy in Deed Book 5387, Pg.255), Lot 5, Block 160 (lands n/f Goetz, William in Deed Book 12434, Pg.6889) and Lot 7, Block 160 (lands n/f Cuorno, Thomas in Deed Book 5281, Pg.477), South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 452.55 feet to a point on the southeasterly line of said Lot 7, Block 160;

thence (41) running along said southeasterly line of Lot 7, Block 160, North 46 degrees 16 minutes 33 seconds East (N46°16'33"E), a distance of 6.00 feet to a point on the southwesterly line of said Lot 7, Block 160;

thence (42) running along said southwesterly line of Lot 7, Block 160 and also along the southwesterly lines of Lot 8, Block 160 (lands n/f Assegdia, Fantu in Deed Book 12379, Pg.4580) and Lot 9, Block 160 (lands n/f McCauley, Patrick in Deed Book 4833, Pg.38), South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 265.64 feet to a Found Iron Pipe on the northwesterly sideline of said Rock Spring Road;

thence (43) running along said northwesterly sideline of Rock Spring Road, South 37 degrees 43 minutes 33 seconds West (S37°43'33"W), a distance of 6.07 feet to a point at the terminus of said Rock Spring Road;

thence (44) running along said terminus of Rock Spring Road, South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 50.58 feet to a point on the said southeasterly sideline of Rock Spring Road;

thence (45) running along the said sideline of Rock Spring Road, if projected, South 37 degrees 43 minutes 33 seconds West (S37°43'33"W), a distance of 19.44 feet to the POINT AND PLACE OF BEGINNING.

Containing 5,191,818 square feet or 119.1677 acres, more or less.

This Description in accordance with a Boundary Survey
prepared by G. C. Stewart Associates, Inc. 320 Runnymede Road,
Essex Falls, New Jersey, dated June 30, 2014.

Not Certified Copy

(b) running along said northwesterly line of Lot 10, Block 100, B4, and also along the
 northwesterly side of Hillcrest Avenue (or wide P.O.W. as shown on said filed map), North
 70 degrees 50 minutes 58 seconds West (N70°50'58"W), a distance of 628.54 feet to a point of
 curvature;
 thence (c) running along said side of Hillcrest Avenue, on a curve, curving to the left having a
 radius of 1750.1 feet, a central angle of 45 degrees and distance of 500.00 feet, an arc
 bearing of 138°05'22"W, 175.74 feet to a point of tangency on the northwesterly side of
 said Hillcrest Avenue;

distance (5) will along said side line of Underhill Terrace South, passing over a stone monument at
 northwesterly line of Lot 3, Block 45, D. Underhill Terrace South at a distance of 5.31 feet, and also along
 Tract 14 South side-pole being North 33 degrees 20 minutes West (S33°20'W), Howard in Deed Book 1414, p. 107
 1.03 feet from a Point on a boundary monument. Point also being on the northwesterly line of Lot 10,
 Block 190, a Point on a certain map entitled Final Plat "Ketch Spring Estate" Township of
 West Chester, Essex County, New Jersey, prepared by GC Stewart Assoc., dated 1/3/64 and
 filed 3/05/64 as Map No. 3542.

(3) running along and northwesterly side of Lindall Terrace South, South 36 degrees 20 minutes West (89°20'37"V), a distance of 219.95 feet to an angle point; then on (4) still along and easterly of Lindall Terrace South, South 37 degrees 42 minutes West (87°42'37"V), a distance of 288.89 feet to an angle point; then on (5) still along and easterly of Lindall Terrace South, South 37 degrees 42 minutes West (87°42'37"V), a distance of 288.89 feet to an angle point.

[illegible]

Dead Brook 087, Pgs. 331 (Track 2, and being the POINT AND PLACE OF BEGINNING; therefore (?) running along said easterly side of Village Road, South 76 degrees 04 minutes 08 seconds East (S76°04'08"E), a distance of 304.44 feet to a point of curvature;

Beginning at a point on the southwesterly side of Walker Road (60' wide R.O.W.) with the easterly line of lot 38-04, Block 190, 01 (Linda M. Gorman, Lawrence H. Good Book 5783, Page 48) and north westerly southeasterly along said side line of Walker Road, 422.62 feet along various courses from the intersection of said side line of Walker Road with the centerline of said line of lot 38-04, Block 190, 01 (Linda M. Gorman, Lawrence H. Good Book 5783, Page 48).

TOWNSHIP OF WEST ORANGE, HESK COUNTY NEW JERSEY

DESCRIPTION OF
BLOCK 160.01, LOTS 30 AND 34
OF
LANDS OF
"NORTH BRITISH COLUMBIA"

820 Parkwayside Road PO Box 66 Essex Fells, N.J. 07021 (973) 226-0141 Fax (973) 226-0141

© Stearns

thence (8) running along said sidewalk of Hillcrest Avenue, South 86 degrees 03 minutes 02 seconds West (S86°03'02"W), a distance of 82.78 feet to a point of curvature;

thence (9) running along said sidewalk of Hillcrest Avenue, on a curve, curving to the right having a radius of 28.00 feet, a central angle of 40 degrees 03 minutes 09 seconds (40°03'09"), an arc distance of 17.46 feet, and a chord bearing and distance of South 86 degrees 03 minutes 02 seconds West (S86°03'02"W), 17.10 feet to a point of tangency on the northeasterly sidewalk of said Hillcrest Avenue. Said point being on a course of North 18 degrees 03 minutes 02 seconds East (N18°03'02"E), a distance of 2.00 feet from a Found Condo. Monument;

thence (10) running along said northeasterly sidewalk of Hillcrest Avenue, North 73 degrees 58 minutes 58 seconds West (N73°58'58"W), a distance of 25.00 feet to a point on the southeasterly line of Lot 26, Block 160.01 as shown on a certain map entitled "Rock Spring at West Orange" a subdivision owned by the Berwin Company, Prepared by Freeman and Winston, dated 7/02/85 and Rev. 10/23/88;

The following (3) courses are along said map of "Rock Spring at West Orange"

thence (11) running along the said southeasterly line of Lot 26, Block 160.01, North 18 degrees 03 minutes 02 seconds East (N18°03'02"E), a distance of 100.00 feet to a point in the northeasterly line of said Lot 26, Block 160.01;

thence (12) running along said northeasterly line of Lot 26, Block 160.01, North 73 degrees 58 minutes 58 seconds West (N73°58'58"W), a distance of 22.39 feet to a point in the southeasterly line of said Lot 26, Block 160.01;

thence (13) running along said southeasterly line of Lot 26, Block 160.01 and also along the northeasterly lines of Lots 24, 19, 18, 13, 12 and 11, Block 160.01, North 32 degrees 38 minutes 02 seconds East (N32°38'02"E), a distance of 1,058.21 feet to a point on the southerly line of Lot 30.01, Block 160.01 (lands of Township of West Orange in Deed Book 4182, Pg. 326;

thence (14) running along said southerly line of Lot 30.01, Block 160.01 and also along the southerly lines of Lot 30.03, Block 160.01 (lands of Carlor, Shown in Deed Book 12108, Pg. 4688) and said Lot 30.04, Block 160.01, South 75 degrees 04 minutes 58 seconds East (S75°04'58"E), a distance of 266.46 feet to a point on the southerly line of said Lot 30.04, Block 160.01;

thence (15) running along said southerly line of Lot 30.04, Block 160.01, North 71 degrees 58 minutes 32 seconds East (N71°58'32"E), a distance of 125.10 feet to a corner in same;

thence (16) running along said easterly line of Lot 30.04, Block 160.01, North 14 degrees 55 minutes 02 seconds East (N14°55'02"E), a distance of 142.00 feet to the POINT AND PLACE OF BEGINNING.

Containing 805,615 square feet or 20.7878 acres, more or less.

This Description in accordance with a Boundary Survey
Prepared by G. C. Stewart Associates, Inc. 320 Rannymede Road,
Essex Fells, New Jersey, dated June 30, 2014.



GREEN ACRES

LOCAL GOVERNMENT UNIT AND NONPROFIT GUIDE

Deeds

The local government unit or nonprofit should review the following checklist items prior to preparing the property deed and verify that all requirements have been met prior to submitting a deed to Green Acres as part of a reimbursement request:

- ___ 1) All parties identified as Grantor in the deed requirement listed in Schedule B, Section 1 of the title commitment report have signed the deed.
- ___ 2) The metes and bounds property description in the deed matches the metes and bounds description prepared for the survey package. This description of property in the deed must be the original signed and sealed metes and bounds description prepared by the surveyor and must contain a reference call for the plan of survey prepared. This description should not be retyped, but rather attached as a schedule to the deed document.
- ___ 3) The 8 ½" x 11" reduced plan prepared as part of the survey package (and referenced in the surveyor's description) is attached to the deed or declaration of taking as part of the metes and bounds description.
- ___ 4) The amount of consideration named in the deed matches the amount of the cancelled check submitted and the amount of the reimbursement request.
- ___ 5) The tax block and lot numbers on the deed match those in the title commitment report/title insurance policy and the survey. If the municipality has changed its tax mapping and assigned new block and lot numbers, then both the old and new tax block and lot identifications must be clearly identified in the deed as "former" and "current" respectively.
- ___ 6) Both the total area contained in the survey and the net area of Green Acres encumbrance are stated in the deed and they match the areas identified in the survey.
- ___ 7) The deed contains the following clause:

"The lands being conveyed herein are being purchased with Green Acres funding and are subject to Green Acres restrictions as provided at N.J.S.A. 13:8C-1 et seq. and N.J.A.C. 7:36, as may be amended and supplemented, and the grantee herein agrees to accept these lands with the Green Acres restrictions, including restrictions against disposal or diversion to a use for other than recreation and conservation purposes."



E2 Project Management LLC.

87 Hibernia Avenue, Rockaway, NJ 07866, Tel: 973-299-5200; Fax: 973-299-5059
www.e2pm.com

January 10, 2025

Zayibeth Carballo P.E., P.L.S.
Director/Municipal Engineer
Township of West Orange
Department of Engineering
25 Lakeside Avenue, West Orange, New Jersey 07052
Email: zcarballo@westorange.org

**Re: RFQ Response – Green Acres Survey
Montclair Golf Club (a.k.a. Rock Spring Golf Course)
90 Rock Spring Rd, West Orange, NJ 07052
E2PM Proposal # M-25-04**

Dear Ms. Carballo,

E2 Project Management LLC (E2PM) is pleased to provide you with our proposal for professional land surveying services in support of the "Green Acres Survey for Rock Spring Golf Course." Thank you for your invitation to respond to this project.

Project Understanding

It is understood that the Department of Engineering for the Township of West Orange requests proposals from firms which can prepare the necessary survey materials required to be submitted to New Jersey Department of Environmental protection (NJDEP) as part of Green Acres Grant announcement by letter dated December 12, 2024. It is also understood that the Township intends to submit Survey materials 90 days after signing the contract, which requires survey materials be prepared in an expediated process to meet the deadline requirements.

As clearly mentioned in the RFP, it is expected that if chosen for this project, E2PM would be required to performs all surveying services in accordance the NJDEP Green Acres Program under the "Surveys for Local Governments and Nonprofits" guidelines clearly defined at this source <https://dep.nj.gov/greenacres/survey-section-local-and-nonprofit-surveys/> / <https://dep.nj.gov/greenacres/survey-section-standard-scope-of-work/>.

Scope of Services

E2PM will manage and assign resources to this project to ensure all land surveying work is performed in accordance with project timeframes and all NJDEP Green Acres Program guidelines. This letter proposal and pricing are based on all information provided to date by the Township and information reviewed from the NJDEP Green Acres Program guideline documentation. As conditions arise, E2PM may be required to

perform additional services and will notify the client and issue updated proposals as required.

This proposal is prepared to provide the following for this project based off the full review of Tasks A – D in the RFP.

1. Review all NJDEP Green Acres Program "Scope of Survey Services and Standard Detail Requirements" and completion of the appropriate forms and checklists for Local Government and Nonprofit Acquisitions **(Task A)**.
2. Data review and interpretation of full title search at the time of purchase provided by the RFP **(Task B)**
3. Data review and interpretation of Green Acres Project Data provided by the RFP **(Task C)**
4. Hard copy Survey Materials Preparation and Deliverables **(Task D)**:
 - Hard copy Survey Materials - Minimum to two (2) metes and bounds Surveys for all properties;
 - Minimum of two (2) deed descriptions signed by the Surveyor, with a reduced copy of the Survey attached to each;
 - Completed "Surveyor's Local/Nonprofit Certification and Summary Form";
 - CD-ROM containing drawing in .dwg format identical to the paper survey,
 - A drawing in .dwg format of only the boundary and Green Acres limits of interests
 - A deed description in MS Word format
 - A PDF copy of the signed survey
 - Photograph documentation of the corner markers set
 - Any additional required documentation

Surveying services shall be started upon award of PO and initial Examination will be started within 3 weeks of authorization (weather permitting). The survey will be prepared by a NJ State Licensed Land Surveyor.

Additional Services

Other services may be required and will vary depending on the site conditions present. The need for the outlined additional services will be evaluated and presented as the need arises. A separate scope of work and cost estimates will be provided should the need for any of the additional services be required. Furthermore, if a project's budgetary amount allows, E2PM may initiate one or more additional services with verbal approval from the Township. Any change to the scope of work outlined herein which exceeds the proposed estimated cost, regardless of verbal approval, will be followed with a written change order to be approved and executed by the Township.

Project Costs

E2PM proposes to execute this project on a **lump sum basis** as summarized in the following pricing table and consistent with the scope of work defined by this proposal, in accordance with the attached E2PM rate sheet (Attachment A). E2PM services will be invoiced monthly. Payments are due net 15 days from the date of the invoice. The fees for the scope of work described above are as follows:

Survey Tasks	Lump Sum Pricing
Task A	
Review all NJDEP Green Acres Program "Scope of Services and Standard Detail Requirements"	\$ 1,500.00
Task B	
Data review and interpretation of full title search	\$ 2,500.00
Task C	
Data review and interpretation of Green Acres Project Data	\$ 3,000.00
Task D	
Hard Copy Survey Materials Preparation and Deliverables	\$ 55,990.00
Total Cost (Tasks A - D)	\$ 62,990.00

Clarifications / Exclusions:

- All substantial changes in the scope may result in a request for added costs by E2PM.
- Access to the site will be provided.
- **State and municipal application, review, and/or permit fees are not included in the consulting fees listed above.**

Project Schedule

If E2PM, LLC, is awarded the contract we would estimate 50 working days for completion of the project.

Contractual Considerations / Proposal Validity:

If awarded this project, E2PM will execute this work starting with a formal notice to proceed. Also, evidence of proper insurance would be submitted for approval by the Township Attorney. This proposal shall remain valid for 45 days from the date of this letter. Should you have any questions, please do not hesitate to call me at (973) 768-6016 or charles.stewart@e2pm.com. Good luck with bidding of this project and E2PM looks forward to possibly working with you.

Sincerely,



Charles J. Stewart Jr. P.E., P.L.S., P.P., C.M.E., C.F.S.
Senior Project Manager
E2 Project Management
Attachments

Proposal Acceptance:

Proposal / Contract Approved by: _____

Name: _____

Title: _____ Date: _____

*The above signed represents that he/she has read, understands, and accepts this proposal in **its entirety**. **By accepting this proposal, client is also accepting the attached standard contract.** Further, it represents that he/she has the authority to enter into this agreement on behalf of the client named above it. It is also acknowledged that the above signed grants E2PM full access to the site as required to perform the services outlined herein. Client represents to E2PM that they have the right to use any and all background data, reports, drawings, etc..(herein referred to as project data) that may have been prepared by Others. Further, Client represents that E2PM can rely on said project data as accurate and use the data on behalf of Client during the Project. Any and all permit and regulatory oversight fees required for the project, including any fines levied against E2PM or any of its staff will be the responsibility of Client.*

E2PM 2025 Hourly Rates

E2 Project Management LLC (E2PM)

(Valid thru December 31, 2025)

Service Personnel

E2PM shall be reimbursed at the listed rates charged to the work to cover the cost of wages and salaries, payroll burdens, overhead, G&A, and profit.

Licensed Site Remediation Professional (LSRP) (VI)	\$250.00/Hr
Licensed Site Remediation Professional (LSRP) (IV & V))	\$250.00/Hr
Professional Engineers (PE) (VI)	\$250.00/Hr
Professional Engineers (PE) (V)	\$200.00/Hr
Professional Engineers (PE) (IV)	\$150.00/Hr
Licensed Land Surveyor (PLS)	\$150.00/Hr
Project Managers/Principal Engineers/Scientists (IV)	\$135.00/Hr
Senior Engineers (III)	\$115.00/Hr
Engineers (II)	\$95.00/Hr
Staff Engineers (I)	\$80.00/Hr
Senior Scientists (III)	\$115.00/Hr
Scientists (II)	\$90.00/Hr
Staff Scientists (I)	\$75.00/Hr
H&S Specialists & Industrial Hygiene	\$95.00/Hr
Field Engineers/Scientists	\$85.00/Hr
Principal Archeologist & Cultural Resources Manager	\$115.00/Hr
Senior Archeologist & Architectural Historians	\$90.00/Hr
Staff Archeologist & Architectural Historians	\$75.00/Hr
Field Archeologists	\$60.00/Hr
Estimating/Project Control Coord.'s	\$85.00/Hr
Sr. Designer	\$85.00/Hr
Design Drafting	\$75.00/Hr
Word Processing	\$55.00/Hr

Miscellaneous Home Office Expenses

All other direct expenses that are incurred during the progress of the work (travel and living, telefax, long distance telephone, miscellaneous supplies, and materials) will be billed at cost or at E2PM standard rates.

1. Travel and Living

Actual reasonable expenses incurred for meals, lodging and rental car for E2PM personnel in travel status away from the office in connection with the project are reimbursable at cost. Air travel at economy class is reimbursable at cost and travel associated with the project by personal automobile is reimbursable at .67 cents per mile or the latest IRS provisions.

2. Reproductions

In-house reproduction of standard size documents (8 1/2" x 11") will be charged at 12 cents per copy, color copies of (8 1/2" x 11") documents will be charged at 85 cents per copy, and in-house reproduction of blueprints will be charged at 14 cents per square foot.

3. Computers and Workstations

- CAD applications performed on a PC-Based engineering workstation have a billing rate of \$15.00 per workstation-hour.
- GIS Applications performed on a PC-Based engineering workstation have a billing rate of \$25.00 per workstation-hour.
- Microcomputer usage (IBM PC or equivalent) will be charged at \$7.00 per workstation-hour.

4. Subcontracts, Equipment Rental and Materials

The services of subcontracts, outside rental of equipment and material will be charged at cost plus 15%.

STANDARD AGREEMENT

AGREEMENT made the 4th day of January, 2023 by and between **E2 Project Management LLC.**, a New Jersey Limited Liability Corporation with offices at **87 Hibernia Avenue, Rockaway N.J. 07866**, hereinafter referred to as Consultant, and **The Township of West Orange 66 Main Street West Orange NJ**, hereinafter referred to as the Client.

WITNESSETH:

WHEREAS, Client intends to engage the **Consultant** to perform various engineering, environmental consulting, construction management, and/or remediation services; and

WHEREAS, **Consultant** is willing to undertake the performance of such work and service hereinafter described subject to the terms and conditions hereinafter specified;

WHEREAS, **Consultant and Client** herein will be defined as the **Parties**.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the **Parties** agree as follows:

1.0 SCOPE OF WORK

Consultant shall perform various environmental engineering, remediation and technical services to the extent directed in writing by **Client** in accordance with this Agreement and the proposal letter dated January 18, 2021, attached hereto and made a part hereof;

2.0 PRICE

Client shall pay **Consultant** at the rate set forth in the proposal.

3.0 WARRANTIES

Consultant warrants that the services performed by it hereunder shall be in accordance with good engineering design practices and in conformance with applicable codes and standards established for such work by the industry. **Consultant's** liability in regard to the correction of any deficiencies attributable to services performed hereunder shall be limited to redoing without charge, any faulty work performed under this Agreement.

REPERFORMANCE OF **CONSULTANT'S** WORK FOR A PERIOD OF ONE YEAR FOLLOWING COMPLETION OF ITS WORK SHALL BE THE EXCLUSIVE REMEDY AND SHALL BE IN LIEU OF ALL OTHER REMEDIES, WARRANTIES OR GUARANTEES, (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE) WHETHER EXPRESSED OR IMPLIED AND WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, STRICT LIABILITY OR OTHERWISE.

4.0 TERMINATION

Should condition arise which, either in the **Client's** or **Consultant's** opinion make it

advisable or necessary to discontinue work hereunder, then either party shall have the right to terminate the work by fourteen (14) days written notice. Thereafter, **Consultant** shall do only such work as may be necessary to protect the work performed or as may be requested by **Client**. **Consultant** shall be paid for the work performed up to and including the date of termination on the same basis as is heretofore set forth.

5.0 INDEMNITIES

To the fullest extent allowable under applicable law, **Client** shall hold harmless, defend and indemnify **Consultant** from and against all losses, damages, demands, claims, suits, and other liabilities, including counsel fees and other expenses of litigation arising out of or incidental to the materials, goods or services hereunder contracted for, unless such liabilities result solely from the negligent acts or omissions of **Consultant**. The parties expressly agree that this indemnity provision does not include, and in no event shall the **Consultant** be required to assume, any obligation or duty to defend any claims, causes of action, demands, or lawsuits in connection with or arising out of this **Project** or the services rendered by the **Consultant**.

6.0 DELAYS

Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, acts and/or omissions of federal, state and local government authorities and regulatory agencies, or other events which are beyond the reasonable control of the other party that could not have been reasonably foreseen or prevented.

7.0 SITE CONDITIONS & SITE ACCESS

Consultant shall not be liable for any property damage to or interfere with surface or subterranean structures (including pipes, tanks and telephone cables) which are not readily visible, shown on plans furnished by **Client** or which are public documents, in connection with work performed under this Agreement. **Client** recognized that the use of exploration and test equipment might unavoidably affect or alter the terrain. **Client** accepts that this is inherent to **Consultant's** work and **Consultant** shall not be liable for any such effect or alteration.

Client represents that they have "unrestricted access rights" to the entire site and that by accepting this proposal, E2PM has full rights to enter the site to conduct the work outlined within this proposal.

Please note that E2PM will make best efforts to identify all existing utilities, via reviewing **Client** Supplied maps, field observations, and most importantly requiring a utility mark-up, in accordance with the NJ Underground Facility Protection Act (N.J.S.A. 48:2-73 et seq.). Responsible parties, property owners, and clients, will be given an opportunity to review the proposed intrusive work and sampling locations. **Client's** approval of the proposed intrusive work and sampling locations shall constitute acceptance of their responsibility for the identification of any on-site utilities and underground obstructions. E2PM and its subcontractors shall be indemnified and not be held liable for any damages to the utilities and/or to the property stemming from subsurface investigations and/or excavation.

8.0 CONSEQUENTIAL DAMAGES

In no event shall **Consultant**, its **Consultants**, its vendors, or its affiliates be liable for, and **Client** hereby releases and agrees to indemnify and hold such parties harmless against, any and all claims for consequential, special, incidental or indirect damages without limit by reason of failure to specify same including **Client's** legal fees, whether based upon contract, tort (including negligence), strict liability, statute or otherwise. **Client** hereby waives the subrogation rights of its property damage and business interruption insurers in favor of such parties.

9.0 LIMIT OF LIABILITY

It is understood and agreed that the price has been established in recognition that **Consultant's** overall cumulative liability for all representations (except its indemnification obligation regarding third party claims), warranties, guarantees, defenses, and other obligations arising as a result of its entering into this Agreement shall in no

event exceed the amount paid by **Client** to **Consultant** for performance of the **Work**.

10.0 HAZARDOUS SUBSTANCE CLAIMS

(a) "Hazardous Substance Claim" shall mean any and all claims, losses, costs, expenses, judgments, damages, and liabilities of any form or nature including but not limited to any for personal or emotional injury, death or damage to property arising out of or in connection with any actual, threatened or feared release, discharge or exposure to any toxic or hazardous waste, substance, material, or vapor, including without limitation, PCB's, petroleum, hydrocarbons, asbestos, mixed, radioactive or nuclear wastes and any other substance designated as hazardous or toxic under CERCLA, TSCA, RCRA or other statute or regulation ("Hazardous Substances"); (b) Except as provided in (a) above and to the fullest extent provided in Article 8; (i) **Client** shall indemnify and hold harmless **Consultant**, its officers, directors, employees, agents, and representatives from and against any and all Hazardous Substance Claims; and (ii) **Client** shall defend any claim, action, or proceeding which may be brought against **Consultant**, its officers, directors, employees, agents, and representatives ("Defendants") arising out of or in connection with any Hazardous Substance Claim and shall bear all fees and expenses of attorneys and costs any Defendant incurs in the defense thereof.

11.0 RELATIONSHIPS OF PARTIES

The **Consultant** shall at all times be an independent entity and shall not claim to be an agent, officer, or employee of **Client** and shall not have authority to make any commitment on behalf of the **Client**, except to the extent that such authority shall be expressly conferred in writing. **Consultant** shall not have the right to use **Client's** title block on any plans or drawings whatsoever, unless so authorized by **Client**.

12.0 TERMS OF PAYMENTS

As a condition precedent **Client** shall pay or cause to be paid to the **Consultant** for the true and faithful performance of all of services herein and contained under this agreement, the amounts set forth in the **Consultant's** proposal. Upon completion of the work, every thirty (30) days or as soon thereafter as practicable, the **Consultant** shall invoice the **Client** for the services performed. Invoices shall be due and payable within fifteen (15) days. Interest at 1.0% per month will be charged for all invoices exceeding 45 days.

Consultant reserves the right to lean **Client's** property as a means to protect its interests in assuring payments for work performed under this agreement.

13.0 CONFIDENTIALITY

Consultant agrees not to divulge to third parties, without written consent of the **Client**, any information which relates to the technical or business activities of the **Client** unless: (i) the information is known to the **Consultant** prior to obtaining the same from the **Client**; (ii) the information is, at the time of disclosure by **Consultant**, then in the public domain, or (iii) the information is obtained by the **Consultant** from a third party who did not receive same, directly or indirectly from the **Client** and who has no obligation of secrecy with respect thereto. **Consultant** further agrees not to disclose without the prior written consent of the **Client**, any information developed or obtained by **Consultant** in the performance of this Agreement except to the extent that such information falls within one of the categories described in (i), (ii), or (iii) above.

If so requested by the **Consultant**, the **Consultant** further agrees to require its employees to execute a nondisclosure agreement prior to performing any services under this Agreement.

14.0 INSURANCE

(a) During the course of performance of the Services, **Consultant** will maintain the following insurance coverage:

Type of Coverage	Amount of Coverage
Workers Compensation/Employers Liability	Statutory/ \$500,000
Commercial General Liability	\$1,000,000
Pollution Liability	\$1,000,000
Professional Liability	\$1,000,000
Automobile Public Liability	\$1,000,000

(b) If required, **Consultant** shall deliver to **Client**, Certificates evidencing that the above coverage is in effect and will not be canceled or materially changed without thirty (30) days written notice; (c) Additional Coverage: If desired, **Consultant**, will on a cost-reimbursable basis, endeavor to procure property damage, construction risk, completed operations, pollution liability, environmental impairment or other desired insurance coverage on a project specific basis.

15.0 OWNERSHIP OF DOCUMENTS

All the work product (reports, drawings, calculations, designs, etc.) produced by the **Consultant** in executing the work described within **Consultant's** proposal, are the property of **Consultant**.

16.0 RELIANCE ON DOCUMENTS

Reliance on the **Consultant's** work product shall be for the exclusive use of **Client**. Reliance on **Consultant's** work product by third parties shall be strictly forbidden.

Consultant assumes that **Client** either owns and or has rights to use all reports, drawings, calculations, and designs, (herein defined as "work product" produced by others and given to **Consultant** by **Client**), and **Consultant** is given the right to use and rely on such work product. **Consultant** shall be indemnified by **Client** for reliance on third party data and work product.

17.0 ENTIRETY OF AGREEMENT

This agreement, with the Exhibits/Proposals listed in Article 1 constitute the entire agreement between the parties and supersedes all previous agreements or understandings with respect to the subject matter hereof.

18.0 GOVERNING LAW

This Agreement shall be governed in all respects by the law of the State of New Jersey. The venue for trials, mediation, and or arbitration shall be in Morris County New Jersey.

19.0 DISPUTES

Disputes relating to services under this contract, including payment disputes shall be settled based on the mutual agreement by the parties based on the following hierarchy, mediation, arbitration, and through court actions. However, **Consultant** may elect to seek resolution directly through the courts:



January 17, 2025

Via Electronic Mail (zcarballo@westorange.org)

Township of West Orange
Department of Engineering
25 Lakeside Avenue
West Orange, New Jersey 07052

Attn.: Zayibeth Carballo, PE, PLS, PP, CME, CFM, CFS
Director, Municipal Engineer

Re.: Township of West Orange, County of Essex, State of New Jersey
Professional Land Surveying Services
Rock Spring Golf Course
Block 46.01, Lot 22; Block 160, Lots 2 & 10; & Block 160.01, Lots 30 & 34
Green Acres Survey
Our File No.: Proposal SCE-P11250.021

Dear Ms. Carballo:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following proposal to the Township of West Orange (Township) for professional land surveying services in response to the Request for Proposals (RFP) for the preparation of a Green Acres Survey for Rock Spring Golf Course (Block 46.01, Lot 22; Block 160, Lots 2 & 10; & Block 160.01, Lots 30 & 34), located in the Township of West Orange, County of Essex, State of New Jersey.

It is our understanding that the Township is seeking professional land surveying services associated with preparing the necessary survey materials required to be submitted to the New Jersey Department of Environmental Protection (NJDEP) as part of the Green Acres Grant announced by letter dated December 12, 2024. SCE has carefully reviewed the documents provided by your office, along with additional preliminary research of the record documents available for this site. We are confident in our abilities to successfully complete this project on-time and in accordance with the project's desired schedule.

SCE continues to be a leader in the industry demonstrated in our commitment to creating solutions for our Clients' success by delivering innovative and practical professional services. Our firm has significant experience with providing professional services in the land surveying field. Our technical team is readily available to meet your project's unique requirements and all services will be performed under the direct supervision of a State of New Jersey licensed Professional Land Surveyor (PLS).

Our scope of services for this project is further outlined below.



Scope of Services

1. NJDEP Green Acres Survey

SCE will prepare a Green Acres Survey along with the supporting documentation outlined in the *State of New Jersey Department of Environmental Protection Green Acres Program Scope of Survey Services and Standard Detail Requirements* dated July 1, 2023, as well as Sample Form 7B – Local Unit and Nonprofit Land Acquisition Checklist for complete list of project deliverables.

Task I: Records Research & Deed Plotting Analysis

It is our understanding that SCE will be provided with a title report(s) of the lots in question. SCE will gather additional records information including, but not limited to, record adjoining owner deeds, present owner deed, tax map(s), filed map(s), copy of title search (if the Township can provide), previous survey(s), and any other documents to assist in preparation of actual field instrument survey. This information will be analyzed and plotted in AutoCAD for verification of all mathematical courses and any possible gores or overlaps written in record title documents. Any/all record boundary lines and easements will be illustrated on the Survey.

Task II: Field Survey

SCE's in-house survey crew personnel will be mobilized to the site and will utilize state-of-the-art survey equipment including, but not limited to, GPS and robotic stations to conduct site survey of the property in question. Field Survey will include the measurement and field locating of any/all existing boundary evidence (iron pins, pipes, monuments, etc.) only as the site existing conditions will be depicted via aerial orthophotography or via the provided Stewart Survey as a background. SCE will perform all work within New Jersey State Plane Coordinate System (NAD-83 / NAVD-88). ***It should be noted that no utility investigation or site topography is anticipated in the final deliverable.***

Task III: Green Acres Survey Deliverable

SCE will download all collected data and place in AutoCAD for preparation of mapping. The Green Acres Survey will be prepared and drafted at an appropriate scale showing all collected field data, including any/all improvements within project area, and found boundary evidence shown with its relationship to the actual boundary lines. SCE will utilize AutoCAD Civil 3D design software to map and model the existing conditions of the site.

The Green Acres Survey will be prepared in accordance with *State of New Jersey Department of Environmental Protection Green Acres Program Scope of Survey Services and Standard Detail Requirements* dated July 1, 2023. Deliverable for this Green Acres Survey will be prepared at an appropriate scale to depict the site improvements.

It should be noted that when Boundary Survey services are provided, the cost of the research and the subsequent field and office tasks assume that the available data is relatively accurate and error free. It is difficult to evaluate the accuracy of the data until well into the processing and analytical portion of the survey. If substantial errors are



discovered at this stage, the Township will be notified, and a course of action will need to be agreed upon prior to finalizing the finished product.

Task IV: Set Missing Corner Markers

When a Green Acres Survey is performed, corner markers are required to be set at the perimeter limits of the fee simple acquisition project area. ***Based on the Stewart Survey, there appears to be approximately 48 corners that need to be set as part of this scope, and such is included in this proposal.***

Task V: NJDEP Coordination & Final Deliverables

SCE will coordinate with the Township and NJDEP Representatives, as necessary, to coordinate deliverables and acceptance of documents between the two (2) parties. SCE anticipates one (1) round of revisions to address comments from the parties and will finalize the deliverables listed below as required as part of this proposal.

Since SCE is unable to predict the extent of comments NJDEP may have, an hourly estimate of up to 16 hours is included within this proposal. If additional revisions are required or in excess of the anticipated hours, SCE will provide a separate proposal to address the NJDEP comments and finalize all deliverables.

▪ **Final Deliverables (Sample Form 7B)**

- 8.3 - Parcel Closure - Precision/Radial Error/Area.
- 8.4 - Full Size Paper Copies of Survey Plan (Two [2] Folded Copies).
- 8.5 - Metes and Bound Description and Reduced Survey Plan (Two [2] Copies).
- 8.6 - Digital Files:
 - Cover Label on Digital Media Disk (Standard 5.25-Inch CD-R Disk).
 - Contains: Descriptions, AutoCAD file (.dwg), Drawing (.pdf), Linework (.dxg), and Photographs of Corner Markers Found and Set.
- 8.7 - Surveyor's Certification and Summary Form.
- 8.8 - Checklist of Work completed.

2. Expenses

Anticipated expenses in the amount of \$5,000 for this project are included in the fees outlined below.

Fee Proposal

SCE proposes to provide the above referenced scope of services for the following fees. Invoicing for this project will summarize services provided in accordance with the Total Project fee limit indicated below.

1. NJDEP Green Acres Survey	\$ 64,875
2. <u>Expenses</u>	\$ 5,000
TOTAL LUMP SUM FEE	
	\$ 69,875



Project Schedule

SCE anticipates we will receive authorization from the Township to proceed on this project within one (1) month of proposal submission. SCE will commence services within two (2) weeks of receipt of the fully executed proposal or agreement. ***SCE anticipates all work to be completed and deliverable(s) submitted within 75 calendar days of authorization to proceed.*** It is assumed that all project phases and tasks as described above will be performed consecutively, with no significant project schedule delays. The project schedule is dependent upon timely Township responses and if applicable, weather conditions for fieldwork and governing agency review periods. A significant project schedule delay may result in an adjustment to our fees or issuance of a new proposal for the remaining scope of work to be completed. SCE will communicate with the Township regularly regarding the project schedule.

Services Not Included Unless Authorized

It should be noted that our fee is based on the specific scope of services as explained above. Additional services and items may be determined to be required during the course of the project that have not been included in our fee proposal. If additional services are required, SCE will provide a contract amendment outlining those services and additional fees and submit to the Township for approval. Services and items which have not been included or made part of this proposal include but are not limited to the following:

- Surveying services other than indicated above.
- Topographic survey.
- Utility investigation and/or mapping services.
- Application and permit fees.
- Owner or Contractor-initiated changes.
- Off-tract improvements design.
- Geotechnical investigations.
- Environmental Impact Statement.
- Revisions to address review agency comments other than indicated above.

Fee Structure

SCE will utilize the following fee structure for the scope of services as outlined above:

- Principal/Project Officer \$205/hour
- Senior Project Manager \$200/hour
- Project Manager \$195/hour
- Senior Project Licensed Professional \$190/hour
- Project Licensed Professional \$180/hour
- Licensed Professional \$170/hour
- Senior Project Coordinator \$190/hour
- Project Coordinator \$185/hour
- Senior Designer/Senior Survey Analyst \$160/hour
- Designer/Survey Analyst \$145/hour



- Senior Environmental Scientist \$160/hour
- Environmental Scientist \$145/hour
- Senior Project GIS Analyst \$170/hour
- Project GIS Analyst \$160/hour
- GIS Analyst \$155/hour
- Senior GIS Technician \$145/hour
- GIS Technician \$135/hour
- Senior GIS Project Coordinator \$160/hour
- GIS Project Coordinator \$155/hour
- Senior Inspector \$145/hour
- Inspector \$135/hour
- Senior Technician \$140/hour
- Technician \$130/hour
- Project Administrator \$145/hour
- Administrative Support \$85/hour
- Equipment Unit Cost
 - Unmanned Aerial Systems / Remotely Operated Vehicle \$150/hour
 - Robotic/LiDAR \$50/hour
 - GPS \$25/hour
 - Environmental Injection Pump & Equipment \$150/day
- Reimbursable expenses may include but are not limited to printing / reproduction, mileage, parking and tolls, overnight postage, messenger fees, certified mailings, certified property owners list, uniformed traffic protection, permit applications, and associated filing or recording fees.
- Any third-party incurred reimbursable expenses and/or subconsultant fees will be invoiced at SCE's cost plus 15%.
- Mileage will be billed in accordance with federal prevailing rate.

Standard Contract Terms & Conditions

In accordance with the above information, Client agrees to the following:

Standard of Care

SCE shall perform all services in accordance with the degree of skill and care ordinarily used by competent practitioners of the same professional discipline when performing similar services under similar circumstances, taking into consideration applicable state requirements and project site conditions.

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to SCE for convenience or cause. SCE may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until SCE has been paid in full all amounts due for services, expenses, and other related charges.



Hazardous Environmental Conditions

It is acknowledged by both parties that SCE's Scope of Services does not include any services related to the remediation at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials. Client acknowledges that SCE is performing professional services for Client and SCE is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

Ownership of Documents

All documents prepared or furnished by SCE pursuant to this Agreement are instruments of SCE's professional service, and SCE shall retain an ownership and property interest therein. SCE grants Client a license to use instruments of SCE's professional service for the purpose of constructing, occupying, and maintaining the Project. Reuse or modification of any such documents by Client, without SCE's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SCE harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Indemnification

To the fullest extent permitted by law, Client and SCE each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error or omission of the indemnifying party, or any of the indemnifying party's officers, directors, members, partners, agents, employees, or sub-consultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and SCE, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Dispute Resolution

Client and SCE agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to the agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

Use of Electronic Media

Documents that may be relied upon by Client are limited to those that are signed or sealed by SCE. Unsigned files in electronic media format or text, data, graphic, or other types that are furnished by SCE to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, SCE makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software



application packages, operating systems, or computer hardware differing from those in use by SCE at the beginning of this assignment.

Estimated Fee(s)

Any estimated fee(s) provided above, is/are based on several assumptions for the scope of services provided in this proposal relative to project unknowns. If it is determined that there is a significant change of conditions that was not anticipated, SCE will notify the Client prior to exceeding the contract amount to address the changes associated with the project and to establish an acceptable course of action needed to complete the scope of services.

Bid Phase Services

If this Agreement provides for any bid phase services by SCE, it is understood that any bid phase services described herein are associated with one (1) contract and one (1) bid period. Should the Client direct the project to be bid and constructed under multiple contracts or should the bid process fail to result in a successful contract award requiring the need to rebid the project, SCE's services associated with multiple contracts or re-bidding any contract (original or revised) will be offered under a contract amendment to SCE's scope of services. Additionally, it is assumed that Bid Phase Services will commence upon conclusion of final design/contract document preparation, with no significant project delays. Significant project delays may result in a fee adjustment to our services.

Construction Phase Services

If this Agreement provides any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction and schedule adherence of the project, and that SCE is not responsible for the acts or omissions of any Contractor, subcontractor, or material supplier; for safety precautions, programs, or enforcement; or for construction means, methods, techniques, sequences, and procedures employed by the Contractor. It is the Owner's responsibility to advise their Contractor of these terms. Additionally, it is assumed that Construction Phase Services will commence upon conclusion of the Bid Phase services, with no significant project delays. Significant project delays may result in a fee adjustment to our services.

Opinions of Cost

When included in SCE's Scope of Services, opinions or estimates of probable construction cost are prepared on the basis of SCE's experience and qualifications and represent SCE's judgment as a professional generally familiar with the industry. However, since SCE has no control over the cost of labor, materials, equipment, or services furnished by others, over Contractor's methods of determining prices, or over competitive bidding or market conditions, SCE cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from SCE's opinions or estimates of probable construction cost.

Professional Responsibility

SCE represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation to Client, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise. For any damage caused by professional



negligence including errors, omissions, or other professional acts, including unintentional breach of contract by SCE, its employees, agents, or subcontractors, SCE's liability and that of its employees, agents, and subcontractors is limited to SCE's total compensation paid under the contract. In no event shall either Client or SCE be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

Right of Entry

Client grants to SCE, and, if a project site is not owned by Client, warrants that permission has been granted for a right of entry from time to time by SCE, its employees, agents, and subcontractors upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter existing site conditions and affect the environment in the area being studied.

Statute of Limitations

The parties agree that any action relating to an alleged breach of the Agreement shall be commenced within one (1) year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

Employee Recruitment Prohibition

For the term of this Agreement and for a period of six (6) months thereafter, Client shall not endeavor to solicit or induce any SCE employee(s) to leave their employment. It is noted that the SCE's workforce is comprised of experienced, skilled, trained, and educated professionals and technicians and the loss of such resources creates a significant burden on the business operation.

Billing Schedule

Invoices will be provided monthly based on the Fee Proposal referenced above. Payment is due within fifteen (15) days from receipt of invoice. A 1-1/2 percent per month late charge will be applied for all past due invoices. Amounts not paid when due may be referred for collection and mechanic's lien rights may be exercised, with all costs, including reasonable attorney fees, charged to Client. Both parties understand that work will be stopped if account is not current; deliverables will not be furnished if account is past due.

For approved Estimated Fees, time spent will be invoiced on an hourly basis up to the contract amount and will reflect employee time charges including comments for services performed. In the event we anticipate exceeding the approved fees, we will contact the Client for authorization to proceed. If the Client elects not to proceed, we will invoice for services completed to date.

For approved Lump Sum Fees, invoices will reflect a percent complete and will not include employee time or expense details. Each invoice will be prepared to reflect work completed to date on the project.



If this proposal meets with your approval, please sign below and return one (1) copy to my office. Alternatively, if a purchase order is to be issued, please reference the SCE proposal number (SCE-P11250.021) and date in order to properly document authorization. We shall consider an appropriately executed copy of this letter or purchase order as our formal contract and authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. If you have any questions regarding this proposal, please do not hesitate to contact me.

Very truly yours,

SUBURBAN CONSULTING ENGINEERS, INC.

By: 

Joseph D. Phil, PLS, PP, CFS, Assistant Corporate Secretary
Principal/ Land Survey Department Manager

Accepted this _____ Day of _____ 20____

By: _____

_____ (Printed Name & Title)

Enclosures **Evidence of Insurance**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dale Group PO Box 6 Florham Park NJ 07932	CONTACT NAME: Tina Taran PHONE (A/C, No, Ext): 973-377-7000 E-MAIL ADDRESS: tinat@dalegroup.com	FAX (A/C, No): 973-377-4614
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Continental Casualty Company		20443
INSURER B : Valley Forge Insurance Company		20508
INSURER C : The Continental Insurance Company Of New Jersey		42625
INSURER D : National Fire Insurance Company of Hartford		20478
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 590276563**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	7018338493	2/24/2024	2/24/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	7018333701	2/24/2024	2/24/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	7018333729	2/24/2024	2/24/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7018333715	2/24/2024	2/24/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab Pollution Liability			AEH004316497 AEH004316497	2/24/2024 2/24/2024	2/24/2025 2/24/2025	Claim/Occurrence Aggregate \$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**Consulting & Municipal
ENGINEERS**

1460 Route 9 South
Howell, NJ 07731
732.462.7400 ☎
www.cmeusa1.com 🌐

January 17, 2025

Via Electronic (Engineering@westorange.org) & 1st Class Mail

Township of West Orange
Department of Public Works
25 Lakeside Avenue
West Orange, NJ 07052

Attn: Zayibeth Carballo, PE, PLS, PP, CME, CFM, CFS
Municipal Engineer

**Re: Professional Surveying Services
Green Acres Survey for Rock Spring Golf Course
Block 160.01 Lots 30 and 34
Block 160 Lots 2 and 10
Block 46.01 Lot 22
West Orange, Essex County, New Jersey**

Dear Ms. Carballo:

CME Associates is pleased to present our proposal for the surveying services for the above referenced project including the preparation of a Green Acres Survey for the Rock Spring Golf Course. Our office has reviewed the previous survey and title report provided to our office as part of the Request For Proposal (RFP).

Scope of Services

Based on the RFP, we propose the following scope of services:

- A. Complete the survey in conformance with the current "Scope of Survey Services and Standard Detail Requirements" and appropriate forms and checklists for Local Government and Nonprofit Acquisitions.
 - 1. Green Acres Project Data:
 - a. Green Acres Project Number: 0722-03-005
 - b. Green Acres Project Name: Open Space Acquisition
 - c. Green Acres Owner ID: 0722-03-005-09
- B. Set the required property corners in accordance with Green Acres and Map Filing Law requirements. We anticipate 60 property markers are required to be set based on our preliminary review of the outbound. We have provided a fee per marker to be set.

CONSULTING AND MUNICIPAL ENGINEERS LLC
NJ CERTIFICATE OF AUTHORIZATION NO. 24GA28359000
Barnegat • Berlin • Camden • Howell • Medford • Monmouth Junction • Parlin



Consulting & Municipal **ENGINEERS**

C. Provide the following Deliverables:

1. Minimum of two (2) metes and bounds Surveys for all properties;
2. Minimum of two (2) deed descriptions signed by the Surveyor, with a reduced copy of the Survey attached to each;
3. Completed **Surveyor's Local/Nonprofit Certification and Summary Form**; and,
4. CD-ROM containing the drawing in .dwg format identical to the paper survey, a drawing in .dwg format of only the boundary and Green Acres limits of interests, a deed description in MS Word format, a pdf copy of the signed survey, photographs of the corner markers set, and any associated documents.

Summary of Fee Estimates

We will provide the necessary engineering services as described above based upon the following lump sum fee amounts:

Total Lump Sum Fee for Green Acres Survey \$90,000.00

Total Estimated Fee to Set Property Markers \$16,500.00

Based on an estimated 60 property markers @ \$275.00 per marker

We anticipate completing the survey within 75 days from the time of authorization conditioned upon the aerial survey completion which is weather dependent.

Exceptions:

- Title Report as it is assumed the report provided with the RFP will be utilized for preparation of the survey.
- Any work not specified as listed in the above phases shall be considered additional services and will be invoiced at the time said work is authorized by the Township.



Consulting & Municipal
ENGINEERS

Should this fee estimate meet your approval, please provide our office with a professional services agreement or resolution as an indication of the work to proceed. In the meantime, should you have any questions concerning this matter, please do not hesitate to contact this office.

Very truly yours,

CME Associates

Trevor J. Taylor, PE, PP, CME
Senior Vice President

TT

Zayibeth Caraballo, PE, PLS, PP, CME, CFM, CFS
Director, Municipal Engineer
Department of Engineering
Township of West Orange
25 Lakeside Avenue
West Orange, New Jersey 07052

January 15, 2025

Re: Proposal for Professional Services
Green Acres Survey
Rock Spring Golf Course
Block 160.01, Lots 30 & 34
Block 160, Lots 2 & 10
Block 46.01, Lot 22
Northfield Avenue, Walker Road, Winding Way,
Undercliff Terrace South, Hillcrest Avenue, West Road
and Rock Spring Road.
Township of West Orange, Essex County, New Jersey

Green Acres Project Number: 0722-03-005
Green Acres Project Name: Open Space Acquisition
Green Acres Owner ID: 0722-03-005-09

Dear Ms. Caraballo:

Thank you for this opportunity to provide a Proposal for Professional Services. We understand you require State of New Jersey Department of Environmental Protection Green Acres Survey for the above-referenced parcel(s) having an area of approximately 140 acres. We have reviewed the Scope of Services, the contract for survey work, and performed preliminary research to assess the cost and time required to accomplish this task.

SCOPE OF SERVICES

Green Acres Survey

We will prepare State of New Jersey Department of Environmental Protection (NJDEP) Green Acres Survey of the approximately 140-acre subject parcels in accordance with NJSA 45:8-27 et seq, and NJAC 13:40-1.1. We will also adhere to the guidelines as set forth by the NJDEP Green Acres Program Scope of Services and Standard Detail Requirements, dated July 1, 2023. Missing corner markers of the overall parcel(s) and of exceptions will be set as per the standards. We will set a minimum of three (3) new monuments at corners of each parcel for a total of six (6) monuments, the balance of the 58 remaining corners will be set using rebar with caps as per the standard stated above. We will also take photographs of all corner markers found or set, showing the corner and witness lath with the corner number clearly visible.

This survey will be referenced to the North American Datum of 1983 ("NAD'83"), New Jersey State Plane Coordinate System utilizing Global Positioning System ("GPS") methodology. Prior to commencing with the survey, we request that you supply or make available, all pertinent information and documentation in your possession relative to the subject parcel. Such information includes, but is not limited to, title reports/searches, area surveys, records, deeds, original tract maps, public records, State, County, or Municipal maps. We also require any information on adjoining properties in the client's possession.

If the information supplied is not sufficient to render an accurate survey, GPI will make all reasonable efforts in accordance with the industry standard of care, to obtain additional required information. If, as a result of these efforts, not enough information is

January 15, 2025

found to prepare a boundary survey, or if a title search is not supplied, or if ambiguous or clouded title areas are found, the client will be notified in writing of the various options for proceeding with the project. Our firm does not provide title search services; therefore, boundary surveying services offered herein will be subject to such facts as a complete title search might disclose.

FEE: \$149,400.00

DELIVERABLES

We will provide the deliverables as outlined in the RFP "Land Surveying Services". Additionally, deliverables will be distributed as outlined in the RFP. We anticipate approximately 45 days from notice to proceed to completion.

Should you have any questions, or if we may be of any additional service, please do not hesitate to contact our office.

Sincerely,
Greenman-Pedersen, Inc.

Sincerely,
Greenman-Pedersen, Inc.

 1.15.2025

Name: Joseph Shashaty Date
Title: Survey Project Manager

JFS

m:\proposals\jfs\new jersey\essex county\west orange\rock spring golf club\rock spring golf course.docx

cc: Kevin S. Bogerman, P.L.S., Frederick J. Henkel Jr., P.L.S.

AGREEMENT

The undersigned accepts this proposal and the terms and conditions stated herein and authorizes GPI to proceed with the services as outlined. The undersigned accepts full responsibility for payment for services performed as described above. Payment will be made by acceptor of this contract and will not be dependent upon receiving payment from a third party not directly under contract to GPI.

☐	Green Acres Survey	\$149,400.00
--------------------------	---------------------------	---------------------

Accepted this _____ day of _____ 20____

By _____ (Authorized Signature) _____ (Corporate Title)

_____ (Type or Print Name) _____ (E-Mail Address)

_____ (Phone Number) _____ (Fax Number)

CONTRACT TERMS AND CONDITIONS

1. Time for Acceptance: This agreement is void if not signed and returned to GPI within 90 days of the date of the agreement.
2. Time for Rendering Services: GPI will perform the services described in these documents ("the Services") following a mutually agreeable schedule consistent with sound professional practices. GPI agrees to use reasonable efforts to commence the Services on the date specified in the Agreement or contained in the agreed upon schedule, and shall proceed with reasonable diligence to complete the Services. Should GPI be delayed in the completion of the Services due to causes beyond GPI's control or other excused delays, then GPI shall be awarded additional time to perform such Services and the price stated in the Agreement shall be equitably adjusted for any additional costs incurred by GPI due to such delay.
3. Site Access: Client will provide the necessary access and right of entry for GPI to enter and inspect all locations of the Project Site and to all offsite locations as necessary in order to allow GPI to perform its Services. GPI is not obligated to provide scaffolding or personnel hoists in order to perform the Services.
4. Standard of Practice and Care: Services performed by GPI will be consistent with the level of care and skill ordinarily exercised by members of this profession currently practicing in the same locality and under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement or any report, opinion, document or otherwise.
5. Information Provided: Before GPI commences the Services, the Client shall provide GPI, in writing all necessary information to permit its proper performance of the Services. GPI shall be under no duty or obligation to verify the completeness or accuracy of the information provided by the Client and shall be entitled to fully rely thereon. GPI shall have no obligation to perform any Services until all necessary information has been provided in writing by the Client. GPI shall not be responsible for any locations, dimensions, depths, elevations, or a similar metric which are provided by the Client in error.
6. Interpretation of Codes and Ordinances: GPI endeavors to produce documents in accordance with applicable codes and ordinances. It is understood and agreed, however, that code compliance issues are open to subjective interpretation by code enforcement agencies. GPI will not have the responsibility or liability for adverse code rulings where such rulings are due to subjective or unpredictable interpretation or application by code enforcement agencies or officials. GPI will advise the client of such rulings should they occur during the project design or construction phases. Additional engineering design associated with such rulings will be considered additional services, and are subject to additional fees. See "Additional Services" No. 11 in this document.
7. Existing Systems: The project design may require that GPI determine existing conditions. GPI will review documents provided by the Client and make visual observations at the site to determine these conditions. Through subsequent detailed site investigations or construction operations, existing conditions may be found to vary from these findings. Such variances may necessitate Scope of Services and fee revisions. The Client hereby agrees that GPI will be compensated for additional design services and will not be held responsible for additional construction costs or damages arising from such variances.
8. Field Observation Services: Field observation services performed by GPI pursuant to this contract, whether performed prior to, during, or after completion of construction, are performed solely for the purpose of determining general conformity of work with the contract plans and specifications. Nothing contained herein shall create or be deemed to create any duty or authority upon GPI or its Engineers to direct, supervise, or control the work (including safety procedures), of other contractors, subcontractors, consultants or their respective employees or by any other person at the project site (collectively "Client's Contractors"). The Services do not include any form of guarantee or insurance with respect to the performance of Client's Contractors. GPI does not assume responsibility for the

means, methods, sequences, and techniques employed by the Client's Contractors in their work. GPI is only responsible for the health and safety of its own employees.

9. Confined Space/Ground Penetrating Radar: The services outlined herein exclude equipment rental costs or subcontracting fees associated with entry into confined space areas requiring OSHA certification beyond the 40 Hour Hazardous Waste Operations course or Ground Penetrating Radar (GPR) services for utility identification. Should entry into confined space or GPR services be necessary, an addendum to this proposal will be forwarded to you to accomplish the work with either in-house personnel or by subcontracting.
10. Permits and Licenses: Client shall timely, so as to not delay the Services, secure and pay for all easements, permits and licenses required by law, and shall give all notices required thereunder, unless otherwise agreed to herein.
11. Additional Services: Services not expressly included in these documents are defined as additional services, and will not be performed until approved and authorized in writing by the Client.
12. Change Orders: If Client wishes to change the scope of performance of the Services, Client must submit written details of the requested change to GPI. GPI shall, within a reasonable amount of time after such request, provide a written estimate to Client of (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Services arising from the change; and (c) any other impact the change might have on the Agreement. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.
13. Design Changes: Any design changes made by others during the course of construction without the input or knowledge of GPI are done at the risk of the client, and will not be the responsibility of GPI. During construction, GPI shall have no control or responsibility for the means, methods, techniques, sequence, or procedures of construction, or safety precautions and programs incident to the work or the failure on the part of any party to comply with applicable laws, rules, regulations, ordinances, or codes.
14. Hourly Rate Schedule (Not applicable to Lump Sum Fees): Services provided on an hourly basis will be invoiced at GPI's prevailing hourly rates. Prevailing hourly rate changes occurring during the contract period will be applicable as of the effective date of rate change. Hourly rates are subject to change the first of January and July.
15. Prevailing Wages (If Applicable): The attached fees and hourly rates are based on actual charges, plus overhead costs, and are normal and competitive rates. These rates, however, are subject to change retroactively to the beginning of the contract if it is determined that prevailing wages, as set forth by State or Federal wage administrators, must be paid. This is true on projects funded in whole or in part by Federal or State grants or loans. If it is determined that these specific wage rates must be utilized, we reserve the right to adjust our proposal immediately retroactively to the beginning of the project.
16. Reimbursable Expenses: Reimbursable expenses will be billed to the Client. Reimbursable expenses include the cost of travel, reproductions, deliveries, postage, photographs, and handling of drawings, specifications, reports, or other project related material. Printing and reproduction expenses shall be invoiced in accordance with the attached schedule, unless otherwise agreed to herein.
17. Payment for Services: Services will be invoiced monthly based on work accomplished. Payment for Services rendered is due upon receipt of GPI's invoice. If payment is not received within 60 days of invoice, GPI has the unilateral right to discontinue work on the project and terminate this Agreement with no legal recourse by the Client.

18. Project Suspension or Termination: If the project is suspended for more than 90 days, abandoned in part or terminated, the Client will pay GPI for services performed and reimbursable expenses incurred up to and including the effective date of such suspension, abandonment or termination, and all termination expenses. The contract fee will require renegotiations should the project be restarted.
19. Ownership of Documents: All documents created, prepared, or furnished by GPI pursuant to the Agreement, including plans, drawings, specifications, construction documents, displays, graphic art, photographs, and other images and devices of any medium, including electronic data or files (collectively "Design Materials"), are instruments of GPI, and GPI shall retain an ownership and property interest therein, including copyrights. Upon payment in accordance with the Agreement, GPI grants Client a perpetual, non-exclusive, royalty-free license to use the Design Materials for the sole purpose of use at the Project. Reuse or modification of any such documents by Owner, without GPI's express written consent, shall be at Client's own risk, and Client agrees to defend, indemnify and hold GPI harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse or modification by Client or by others acting through Client. Client agrees that it shall not use the Design Materials or the name of GPI or its insignia or seal in any manner without GPI's express written consent.
20. Digital Delivery: If desired, AutoCAD® or MicroStation® disks will be supplied for informational purposes only. Signed and sealed maps provided by GPI will be the documents of record of the services performed. Any discrepancies should be brought to our attention within ten (10) days.
21. Limitation of Liability: NEITHER PARTY WILL BE LIABLE TO EACH OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, LIQUIDATED, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER. IN NO EVENT SHALL GPI'S AGGREGATE LIABILITY TO CLIENT EXCEED THE AMOUNT OF AVAILABLE INSURANCE OR GPI'S FEES TO THE SERVICES PERFORMED HEREUNDER, WHICHEVER IS LESS.
22. Severability: If any of the provisions herein shall be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not invalidate or render these Terms and Conditions unenforceable, which shall be construed as if not containing the particular invalid or unenforceable provision, provided that the intent of the parties can be achieved in all material respects.
23. Governing Law: This Agreement shall be construed and governed in accordance with the laws in the state in which the Project is located.
24. Merger and Counterparts: This Agreement may be executed in counterparts and exchanged by facsimile, email or pdf, each of which shall be deemed an original and all of which, when taken together, constitute one and the same documents. This Agreement contains the complete, full and exclusive understanding of the parties and shall supersede any prior agreement between the parties.
25. Insurance: GPI will maintain the following insurance for the duration of the project:
 - a. Commercial General Liability – Bodily Injury/Property Damage - \$2,000,000 each occurrence and \$4,000,000 in the aggregate.
 - b. Worker's Compensation – as per Statute. Premiums for additional insurance coverage required for work on or over the water will be charged to the project and are subject to reimbursement.
 - c. Automobile Liability – in the amount of \$1,000,000 each accident covering owned, non-owned, and hired vehicles.
 - d. Excess/Umbrella – in the amount of \$5,000,000.
 - e. Professional Liability – in the amount of \$1,000,000 each claim/ \$2,000,000 in the aggregate.
 - f. GPI will furnish to Client Certificates of Insurance upon request naming Client as an additional insured on the General Liability policy.
26. Contractor's Responsibilities: GPI has no control over, charge of, or responsibility for construction. Client shall retain a qualified contractor, licensed in the jurisdiction of the project ("Contractor"), to

implement the construction of the project ("Work"). The Contractor shall coordinate, supervise and direct all aspects of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, safety, and security. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless Client, GPI, GPI's subconsultants, and their respective directors, officers, employees and agents or any of them from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or in connection with the Contractor's Work. Contractor shall provide insurance and shall name Client, GPI and GPI's subconsultants as additional insured on Contractor's Commercial General Liability Insurance policies.

27. Indemnification:

- a. GPI, subject to the limitation in Section 21 herein, agrees to hold the Client harmless from and against all claims arising out of the negligent professional acts, errors, and omissions of GPI in connection with the performance of the Services described in this Agreement.
- b. GPI shall not be responsible for the acts or omissions of the Client, Contractor or any third parties in connection with or arising out of the project. Client hereby holds harmless and indemnifies GPI against all claims, damages, costs, suits, expenses, and attorney's fees which may be incurred by GPI which arise out of the foregoing. Expenses shall include, but not be limited to time charges by GPI's employees at GPI's then standard hourly fees.
- c. Client shall make no claim for professional negligent acts, errors, omissions and/or alleged breach of contract either directly or in a third party claim, against GPI unless the Client has first provided GPI with a written certification executed by an independent design professional practicing in the same discipline as GPI and licensed in the state in which the project for which GPI's services were rendered is located. This certification shall: a) identify the name and license of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for certifier's opinion that each such act or omission constitutes a violation. This certificate shall be provided to GPI not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any legal proceeding.

28. Force Majeure: If the performance of Services by Consultant is affected by causes beyond its reasonable control, force majeure shall result. Force Majeure includes acts of God, acts of a legislative, administrative, or judicial entity, governmental order, war, fires, floods, labor disputes, pandemic, COVID-19 and unusually severe or unanticipated weather which prevent Consultant from performing the Services hereunder ("**Force Majeure**"). Should a Force Majeure event occur, Consultant shall receive day-for-day Schedule relief based on the number of days the Force Majeure prevents Consultant from performing the Services. Consultant shall not be liable for failure to comply with any Force Majeure event.

HOURLY BILLING RATES
Effective January 1, 2025 – December 31, 2025

WEST ORANGE TOWNSHIP

PROFESSIONAL ENGINEER	\$ 190.00
SENIOR PROJECT MANAGER, ENGINEERING	\$ 165.00
SENIOR DESIGNER	\$ 125.00
DESIGNER	\$ 95.00
INSPECTOR	\$ 105.00
ENGINEERING TECHNICIAN	\$ 85.00
PROFESSIONAL LAND SURVEYOR	\$ 170.00
SENIOR PROJECT MANAGER, SURVEYING	\$ 150.00
PROJECT SURVEYOR	\$ 135.00
SURVEYING TECHNICIAN	\$ 105.00
PARTY CHIEF	\$ 110.00
INSTRUMENT PERSON	\$ 95.00
ADMINISTRATIVE SUPPORT	\$ 75.00

Rates Subject to Change Annually



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042	CONTACT NAME: Alyson Graziosi PHONE (A/C, No, Ext): 516-869-8788 E-MAIL ADDRESS: agraziosi@crpgpr.com	FAX (A/C, No): 516-470-0338												
INSURED Greenman-Pedersen, Inc. (Morris Plains) 301 Gibraltar Drive, Suite 2A Morris Plains NJ 07950		INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A : XL Specialty Insurance Company</td><td>NAIC # 37885</td></tr><tr><td>INSURER B : Everest National Insurance Company</td><td>10120</td></tr><tr><td>INSURER C : North Pointe Insurance Company</td><td>27740</td></tr><tr><td>INSURER D : QBE Insurance Corporation</td><td>39217</td></tr><tr><td>INSURER E : Stonington Insurance Company</td><td>10340</td></tr><tr><td>INSURER F : Allied World Assurance Company (U.S.) Inc.</td><td>19489</td></tr></table>	INSURER A : XL Specialty Insurance Company	NAIC # 37885	INSURER B : Everest National Insurance Company	10120	INSURER C : North Pointe Insurance Company	27740	INSURER D : QBE Insurance Corporation	39217	INSURER E : Stonington Insurance Company	10340	INSURER F : Allied World Assurance Company (U.S.) Inc.	19489
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COVERAGES**CERTIFICATE NUMBER:** 1993401002**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y	Y	175000033	12/31/2024	12/31/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000		\$
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	\$																				
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	165000040	12/31/2024	12/31/2025	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 2,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	XC5CU00324241	12/31/2024	12/31/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
EACH OCCURRENCE	\$ 5,000,000																				
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	\$																				
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	155000038	12/31/2024	12/31/2025	<table><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
A F	Property Professional Liability			UM00082200MA24A 03141016	12/31/2024 12/31/2024	12/31/2025 12/31/2025	<table><tr><td>Valuable Papers</td><td>\$150,000</td></tr><tr><td>Each Claim</td><td>\$2,000,000</td></tr><tr><td>Aggregate</td><td>\$2,000,000</td></tr></table>	Valuable Papers	\$150,000	Each Claim	\$2,000,000	Aggregate	\$2,000,000								
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION** 30 day notice applies

SAMPLE
FOR INFORMATIONAL
PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CORNER MARKER AGREEMENT

This agreement is made in connection with a survey of property known as

Rock Spring Golf Course, Block 160.01, Lots 30 & 34, Block 160, Lots 2 & 10, Block 46.01, Lot 22, Township of West Orange, Essex County, New Jersey

This is to advise that I/we have been made aware of my/our right to have corner markers set as part of a survey to be performed on the aforementioned property which is being purchased by me/us. In addition, I have been made aware of the potential impact of signing the waiver including (1) the possible need for a future survey as a result of physical improvements to the property, such as fence, addition, deck, pool, or shed; and (2) the potential inability of the ultimate user to identify the actual boundary of the property which could result in a boundary dispute with an adjoining property owner and/or property improvements not accurately situated on my/our property. Therefore:

☐

The right to have corner markers set is hereby waived, and Greenman-Pedersen, Inc. is directed to perform the land survey without the setting of corner markers as provided by the regulation N.J.A.C. 13:40-5.2 of the State Board of Professional Engineers and Land Surveyors.

☐

I/We do require corner markers to be set. I/We agree to the rate of \$250.00 per marker, [a minimum order of three (3) markers (\$750.00)]. I/We also understand that this fee is over and above the other survey costs.

Name:

(Signature of Ultimate User)

(Print or Type Name of Ultimate User)

Address: _____

Telephone: _____

Fax: _____

Date: _____

(Signature of Witness)

(Print or Type Name of Witness)

Witness Address: _____

Please note that in accordance with N.J.A.C. 13:40-5.1(d), this form can only be signed by the Purchaser/Owner/Ultimate User of the Property and NOT by his/her attorney or any other agent.

SURVEYOR CERTIFICATION:

I hereby certify that I have:

- 1.) Advised the ultimate user of the impact of signing the corner marker waiver, which shall include, but not be limited to, the possible need for a future survey as a result of physical improvements to the property and the potential inability of the ultimate user to identify the actual boundary of the property;
- 2.) Reviewed the waiver to ensure that it was properly signed by the ultimate user and witnessed by a person other than a land surveyor; and
- 3.) Performed a physical measurement of the property.

New Jersey Licensed Land Surveyor/License No.

Date