



Title Evolution, LLC
230 Farnsworth Avenue
Bordentown, NJ 08505
Telephone: 609-379-3860 Fax: 866-949-6562

February 18, 2021

Jon E. Mayer, Esquire
Stevens & Lee
100 Lenox Drive, Suite 200
Lawrenceville, NJ 08648

Re: Commitment for Title Insurance

TITLE NO: TE17003

PREMISES: 201 Clarksville Road, West Windsor, NJ
Lot 15.03, Block 10
TCMC, LLC, from Princeton Junction Commons, LLC

Dear Jon E. Mayer, Esquire,

Thank you for choosing Title Evolution, LLC for your title insurance needs. Enclosed please find our Commitment for Title Insurance, together with all attachments, concerning the above referenced transaction.

If you should have any questions or require anything further, please do not hesitate to contact our office. We look forward to working with you again in the very near future.

Very truly yours,

Stephen J. Barry
Title Evolution, LLC

Enclosures

cc: Dino Spadaccini, Esquire



*** UNITED STATES PATRIOT NAME SEARCH ***

379-3865-10
CERTIFIED TO:

RE: TE17003

TITLE EVOLUTION LLC
230 FARNSWORTH AVE
Bordentown NJ 08505

CHARLES JONES LLC HEREBY CERTIFIES THAT IT HAS SEARCHED THE LIST OF "SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS" MAINTAINED BY THE OFFICE OF FOREIGN ASSETS CONTROL, U.S. DEPARTMENT OF THE TREASURY, PURSUANT TO EXECUTIVE ORDER 13224 AS AMENDED BY EXECUTIVE ORDER 13268, AS WELL AS "THE CONSOLIDATED SANCTIONS LIST" THAT INCLUDES THE LIST OF "FOREIGN SANCTIONS EVADERS" PURSUANT TO EXECUTIVE ORDER 13608 AND MAINTAINED BY THE OFFICE OF FOREIGN ASSETS CONTROL, U.S. DEPARTMENT OF THE TREASURY AND REPORTS THE FOLLOWING FINDINGS WITH RESPECT TO THE NAME(S) LISTED BELOW:

THROUGH

PRINCETON JUNCTION COMMONS, LLC (Entity)

02-16-2021

***** CLEAR PATRIOT NAME SEARCH *****

NOTE: According to the U.S. Department of Treasury, no U.S. person may deal with any Libyan or Iraqi government official whether their name appears on the list or not.

DATE ISSUED: 02-18-2021

PA21-049-05033 049 0925049 40

CHARLES JONES LLC
P.O. BOX 8488
TRENTON, NJ 08650

Hereby certifies to:

Title Evolution, LLC
230 Fransworth Avenue
Bordentown NJ 08505
Ref/File #: TE17003
WTG #: 16104011-16119101-RI



THAT THE PROPERTY HEREINAFTER DESIGNATED IS NOT CLAIMED BY THE STATE OF NEW JERSEY AS AREA NOW OR FORMERLY BELOW MEAN HIGH WATER AS SHOWN ON THE TIDELANDS MAP (IF APPLICABLE) PREPARED BY THE OFFICE OF ENVIRONMENTAL ANALYSIS AND APPROVED BY THE TIDELANDS RESOURCE COUNCIL AND/OR FROM OBSERVED/AS SEEN CONDITIONS ON AERIAL PHOTOGRAPHY.

APPLICABLE TIDELANDS MAP

Tidelands Map (Adoption Date): N/A

DESIGNATED PROPERTY

County: Mercer County

Municipality: West Windsor Township

Block: 10 Lot: 15.03 (Addl. Lots: (7.0 ACRES WET))

Street Number & Name: 201 Clarksville Rd

As shown on Tax Map: 14.04

SEARCH RESULTS

Findings: UNCLAIMED

Dated: 01/25/2021

IN WITNESS WHEREOF, WESTERN TECHNOLOGIES GROUP, LLC. HAS CAUSED THIS CERTIFICATE TO BE EXECUTED BY ITS PRESIDENT.





Tidelands Report



201 Clarksville Rd, West Windsor Township, NJ 08540 Block 10 Lot 15.03 (Addl. Lots: (7.0 ACRES WET))

Tidelands Maps: N/A



Claimed



Unclaimed

The areas, boundaries and dimensions shown on this plan are derived from record tideland grants, quitclaim deeds, leases, licenses, easements and judgments quieting title. This map should be used for reference purposes only. The individual instrument should be consulted to ascertain the accurate legal description and the significance of all substantive terms and conditions.



Tidelands Report



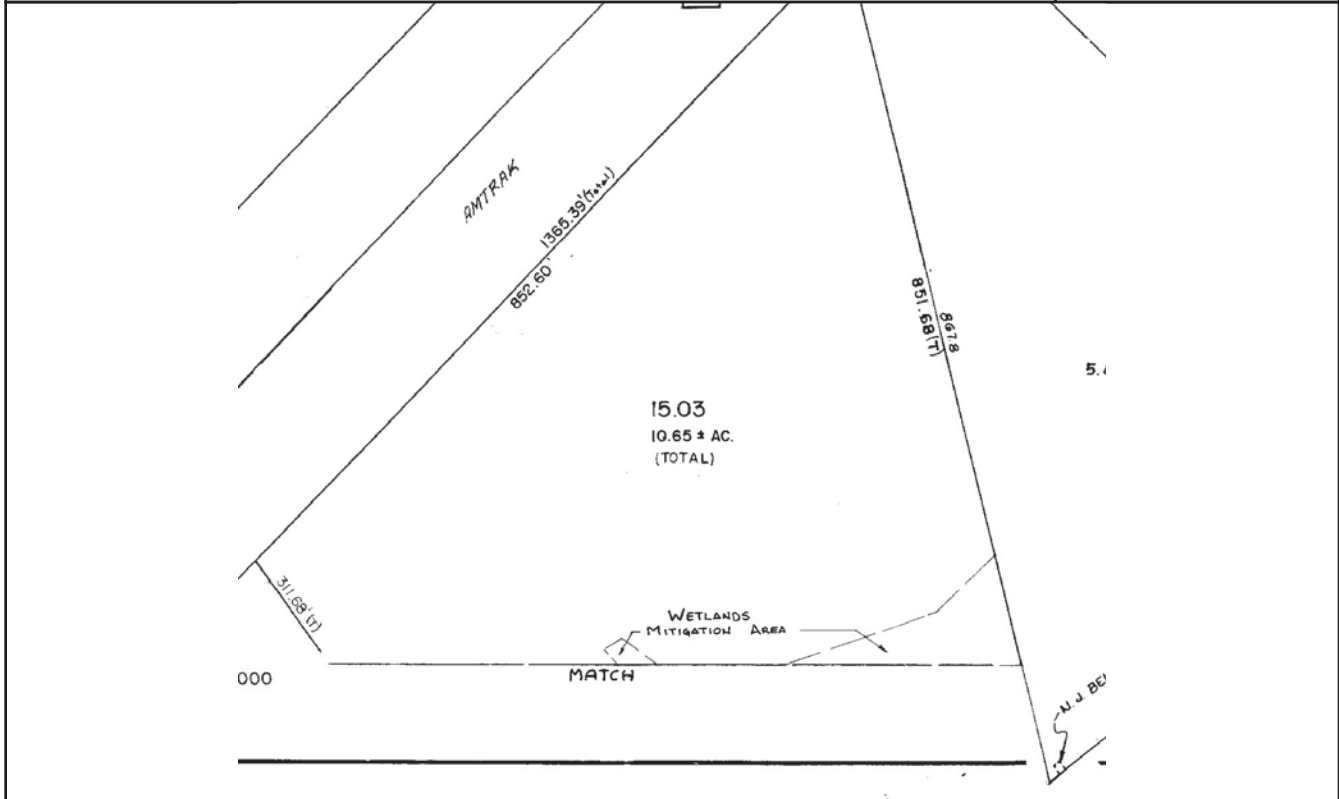
201 Clarksville Rd, West Windsor Township, NJ 08540 Block 10 Lot 15.03 (Addl. Lots: (7.0 ACRES WET))

Tidelands Maps: N/A



The areas, boundaries and dimensions shown on this plan are derived from record tideland grants, quitclaim deeds, leases, licenses, easements and judgments quieting title. This map should be used for reference purposes only. The individual instrument should be consulted to ascertain the accurate legal description and the significance of all substantive terms and conditions.

Property Location			
201 CLARKSVILLE RD, PRINCETON 08540-1113 (West Windsor Township), Block: 10, Lot: 15.03 (Old Block: 10, Old Lot: 15.03)			
Property Information		Assessment Data	
Class: Class: 1 - Vacant Land		Total Value: \$433,100.00	
Additional Lots: (7.0 ACRES WET)		Land Value: \$433,100.00	
Bld Description:		Improvement Value: \$0.00	
Land Description: 10.65 AC.		% Improvement: 0.0	
Acreage: 10.65		Special Tax Codes:	
Square Footage: 0		Deductions: Senior() Veteran() Widow() Surv. Spouse() Disabled()	
Zoning: ROM4, Usage:		Exemption: 0	
Year Constructed: 0		Exemption statute:	
Use Code: 0		2018 Rate: 2.746; 2018 Ratio: 89.3%; 2018 Taxes: \$11,892.92	
# Dwellings: 1		2019 Rate: 2.772; 2019 Ratio: 91.6%; 2019 Taxes: \$12,005.53	
Census Tract: 43.07		2020 Rate: 2.804; 2020 Ratio: 88.93%; 2020 Taxes: \$12,144.12	
Current Owner			Sale Data
PRINCETON JCT COMMONS LLC %M-BURKE			Date: 01/05/2006
1107 UPPER POND COURT			Price: \$290,000.00
Hamilton, NJ 08690-3014			Ratio: 1.49%
Previous Owner:			Deed Book: 05268
			Deed Page: 00171
Latest Sales Detail			
Recorded: 01/27/2006	Sales Price: \$290,000.00	Recorded:	Sales Price:
Sales Date: 01/05/2006	Sales Ratio: 149.34%	Sales Date:	Sales Ratio:
Deed Book: 05268	Use Code:	Deed Book:	Use Code:
Deed Page: 00171	Not Usable: 26	Deed Page:	Not Usable:
Buyer			Buyer
PRINCETON JCT COMMONS LLC %M-BURKE			
1107 UPPER POND COURT			
Hamilton, NJ 08690-3014			
Seller			Seller
WILTSHIRE, INC.			
3131 PRINCETON PIKE			
Lawrenceville, NJ 08648-2201			





Title Evolution, LLC
230 Farnsworth Avenue
Bordentown, NJ 08505
609-379-3860 Fax: 866-949-6562

February 18, 2021

Mercer County Clerk
209 South Broad Street
Trenton, NJ 08608

Reference: Notice of Settlement

Title #: TE17003

Premises: 201 Clarksville Road, West Windsor, NJ 08550

Buyers: TCMC, LLC

Dear Sir/Madam:

Enclosed please find the Notice of Settlement for the above referenced transaction.

Please charge our account number 252 for the recording fees.

Please record, stamp the enclosed copy "Filed" and return it to:

Title Evolution, LLC
230 Farnsworth Avenue
Bordentown, NJ 08505

Should you have any questions concerning the above, please feel free to contact our office.
Thank you.

Very truly yours,

Title Evolution, LLC

Enclosures



Mercer County Clerk
Paula Sollami Covello
PO Box 8068
209 South Broad Street
Trenton NJ 08650

Official Use Only – Realty Transfer Fee

Date of Document:
2/18/2021

Type of Document:
Notice of Settlement

First Party Name:
Princeton Junction Commons, LLC

Second Party Name:
TCMC, LLC

Additional Parties:

THE FOLLOWING SECTION IS **REQUIRED** FOR DEEDS ONLY
BUT SUGGESTED FOR ALL DOCUMENTS

Lot: 15.03

Block: 10

Municipality:

Consideration:

Mailing Address of Grantee:

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING AND PAGING INFORMATION FOR ASSIGNMENTS, RELEASES,
SATISFACTIONS, DISCHARGES AND OTHER MORTGAGE AGREEMENTS ONLY

Original Book:

Original Page:

NOTICE OF SETTLEMENT

File #: TE17003

Owner(s) Name(s) and Address(es):

Princeton Junction Commons, LLC
C/O EPR Resources, LLC
PO Box 2440
Princeton, NJ 08543

Buyer/Borrower(s) Name(s) and Address(es):

TCMC, LLC
20 Nassau Street, Suite 214
Princeton, NJ 08540

NOTICE is hereby given of a contract, agreement of sale, or mortgage commitment between the parties hereto.

THE land to be affected is commonly known as **201 Clarksville Road**, Tax Lot **15.03**, Tax Block **10** in the **Township of West Windsor, Mercer County, NJ**.

SAID land is more particularly described in SCHEDULE "C" attached hereto and made a part hereof.



Stephen Barry, Title Officer
Title Evolution, LLC
230 Farnsworth Avenue
Bordentown, NJ 08505

ACKNOWLEDGEMENT

State of NJ, County of Burlington

Be it remembered that on _____, 20____, before me, the subscriber, _____ personally appeared Stephen Barry, Title Officer for Title Evolution, LLC, who I am satisfied, is or are the person(s) named in and who executed the within instrument, and thereupon he, she, or they signed, sealed, and delivered the same as such office aforesaid on behalf of the corporation and that the within instrument is the voluntary act and deed of such corporation.

Sworn to and subscribed before me, the date aforesaid.

Signature
Notary Public of the State of New Jersey

* This form must be executed by a party or legal representative. If the notice is executed by anyone other than an Attorney at Law of New Jersey, it must be executed and acknowledged or proven in the same manner as a deed.

NOTICE OF SETTLEMENT

SCHEDULE C Legal Description

File #: TE17003

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of West Windsor, in the County of Mercer, State of New Jersey:

BEGINNING at a point, said point being the southeasterly comer of Lot 15.02 and the northerly ROW line of Clarksville - Grovers Mill Road (60' ROW) and running; thence

- 1) North 25 degrees 53 minutes 00 seconds West, a distance of 311.15 feet to a point; thence
- 2) North 64 degrees 07 minutes 00 seconds East, a distance of 23 feet to a point; thence
- 3) North 25 degree 53 minutes 00 seconds West, a distance of 311.68 feet to a point; thence
- 4) North 54 degrees 33 minutes 52 seconds East, a distance of 852.60 feet along the southerly property line of Lot 3 Block S-10 n/f Conrail Railroad to an iron pin; thence
- 5) South 01 degrees 58 minutes 32 seconds East, a distance of 851.68 feet to a point; thence
- 6) Along the northerly ROW of Clarksville - Grovers Mill Road (60' ROW) South 65 degrees 52 minutes 00 seconds West, a distance of 384.74 feet to a point of curvature, marked by a concrete monument; thence
- 7) Along a curve bearing to the left on the northerly ROW of said road, having a radius of 5759.65 feet, an arc length of 134.09 feet to the point and place of BEGINNING.

FOR INFORMATION ONLY: Being known as Lot 15.03, in Block 10, on the official tax map of Township of West Windsor, County of Mercer, in the State of NJ. The mailing address is: 201 Clarksville Road, West Windsor, NJ.



ALTA COMMITMENT FOR TITLE INSURANCE
(ALTA Adopted 08-01-2016; Technical Corrections 04-02-2018)
NJRB 3-09 (Last Revised 07/01/18)

ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY

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, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina 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 180 days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:
NJ1105 * TE17003
Title Evolution, LLC
230 Farnsworth Avenue
Bordentown, NJ 08505

WESTCOR LAND TITLE INSURANCE COMPANY



By: Mary O'Donnell
President
Attest: [Signature]
Secretary

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

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.

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 \$2,000,000 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>>.

WESTCOR LAND TITLE INSURANCE COMPANY

IMPORTANT NOTICE AND DISCLOSURE

File No. TE17003

1. By law WESTCOR LAND TITLE INSURANCE COMPANY is required to advise you that the Title Insurance Commitment issued by us may contain conditions, exceptions, exclusions, limitations and requirements governing our liability and the coverage you may receive. **REAL ESTATE TITLE TRANSACTIONS ARE COMPLEX. THE COMPANY DOES NOT REPRESENT YOU AND CANNOT GIVE YOU LEGAL ADVICE. YOU ARE ENTITLED TO REVIEW THE TITLE INSURANCE COMMITMENT WITH AN ATTORNEY AT LAW OF YOUR OWN CHOOSING, AT YOUR EXPENSE, PRIOR TO THE TRANSFER OF TITLE. WE STRONGLY ADVISE THAT YOU DO SO.**
2. **THE ATTORNEY RETAINED BY YOU, OR BY YOUR LENDER, CLOSING OR SETTLING THIS TITLE IS NOT AN AGENT FOR AND DOES NOT ACT ON BEHALF OF WESTCOR LAND TITLE INSURANCE COMPANY. THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS, COST, OR EXPENSE INCURRED BY YOU BECAUSE YOUR ATTORNEY OR YOUR LENDER'S ATTORNEY HAS MADE A MISTAKE OR MISAPPLIED YOUR FUNDS.** Because the attorney is not our agent, we assume no responsibility for any information, advice or title insurance promises the attorney may give or make. Our only liability to you is under the terms of the Commitment, Policy and Closing Service Letter if you choose to obtain one.
3. If you desire to obtain protection from this company regarding the application of your funds or compliance with requirements relating to the issuance of the proposed policy, the company will, on request and the payment of the fees filed with, and approved by, the Department of Insurance, provide for a settlement service.
4. By law we are also required to advise you that we have been asked to issue a mortgagee policy to the lender in the amount shown on Schedule A of the enclosed Title Insurance Commitment. If you have not already requested it, you have the right and opportunity to obtain title insurance in your own favor for an additional premium which we will quote on request.



Notice of Privacy Policy

of

Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can also be found on WLTIC's website at www.wltic.com.

Notice of Privacy Policy
of
Title Evolution, LLC
d/b/a Evolution Abstract in PA

Title Evolution, LLC, d/b/a Evolution Abstract in PA, (TE/EA) values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures TE/EA takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase a TE/EA title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, TE/EA does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. TE/EA may share nonpublic personal information as permitted by law with entities with whom TE/EA has a joint marketing agreement. Entities with whom TE/EA has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as TE/EA uses to protect this information and to use the information for lawful purposes. TE/EA however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

TE/EA at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The Title Evolution, LLC, d/b/a Evolution Abstract in PA, Privacy Policy can also be found on our website at www.TitleEvolution.com.

TITLE

EVOLUTION





Transaction Identification Data for reference only:

Issuing Agent: Title Evolution, LLC
Issuing Office: 230 Farnsworth Avenue Bordentown, NJ 08505
ALTA® Registry ID: 1130103
Loan ID Number:
Issuing Office File Number: TE17003
Property Address: 201 Clarksville Road, West Windsor, NJ 08550
Revision Number:

SCHEDULE A

1. Commitment Date: **February 1, 2021**

2. Policy to be issued:

Owner's Policy: ALTA Owner's Policy (6/17/06)

Policy Amount: **\$1,900,000.00**

Proposed Insured: **TCMC, LLC**

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:

Princeton Junction Commons, LLC, by Deed from Wiltshier, Inc., dated January 5, 2006, recorded January 27, 2007, in the Mercer County Clerk's Office in Deed Book 5268, Page 171, and also by Corrective Deed dated October 15, 2013, recorded December 4, 2013, in Deed Book 6183, Page 1615.

5. The Land is described as follows: See Schedule C, attached.

FOR INFORMATION ONLY: Being known as Lot 15.03 in Block 10, on the official tax map of Township of West Windsor, County of Mercer, in the State of NJ. The mailing address is: 201 Clarksville Road, West Windsor, NJ 08550.

Westcor Land Title Insurance Company

A handwritten signature in black ink, appearing to read "SJB", is written over a faint, light-colored signature line.

Stephen J. Barry
Authorized Officer or Agent
Title Evolution, LLC

**SCHEDULE B – PART I
REQUIREMENTS**

Issuing Office File No. TE17003

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 amounts for the interest in the land and/or the mortgage to be insured.
3. Pay the premiums, fees, and charges for the Policy 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, and recorded in the Public Records.**
 - A. **Deed from Princeton Junction Commons, LLC, to TCMC, LLC, to be recorded in the Mercer County Clerk's Office.**
5. You must tell us in writing the name of anyone referred to in this Commitment who is or may be an individual protected by the provisions of Daniel's Law, P.L. 2020 c.125. We may then make additional requirements or exceptions.
6. Taxes, charges, assessments and utilities:
 - A. All taxes and other municipal charges are to be paid through and including the current quarter.
 - B. Assessment search is attached.
 - C. Tax search is attached. Subject to facts as set forth thereon.NOTE: Continuation search will not include taxes unless expressly requested.
7. Original photo identification for all parties to the transaction must be provided.
8. Affidavits of Title by all sellers and all mortgagors must be submitted and this Commitment is subject to such additional exceptions, if any, we deem appropriate.
9. This Company requires that a title continuation (or rundown) must be ordered not less than 24 hours before closing.
10. The Company requires that a NOTICE OF SETTLEMENT in connection with the transaction to be insured be filed pursuant to N.J.S.A. 46:26A-11, as nearly as possible to, but not more than 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.
11. **CANCELLATION OR OTHER SATISFACTORY DISPOSITION OF MORTGAGES OF RECORD:
MORTGAGE from Princeton Junction Commons, LLC, to First Bank, dated October 25, 2013, recorded December 4, 2013, in the Mercer County Clerk's Office in Mortgage Book 11042, Page 1241. Secures \$325,000.00.**
NOTE: If the above mortgage(s) is/are not properly satisfied or otherwise disposed of, it/they shall remain as an exception on our final title policy.

Schedule B - Part I— Continued

Issuing Office File No. TE17003

12. Subject to results of a Good Standing Report for Princeton Junction Commons, LLC. Said report has been ordered but not yet received.
13. With reference to Princeton Junction Commons, LLC, the following must be submitted:
 - A. Proof is required that the Certificate of Formation for Princeton Junction Commons, LLC, together with all amendments thereto, have been filed with the New Jersey Secretary of State in accordance with N.J.S.A. 42:2C-1, et seq.
 - B. A copy of the Operating Agreement and any amendments thereto from Princeton Junction Commons, LLC, must be provided for review by this Company. This Company reserves the right to raise additional requirements and/or exceptions upon review.
 - C. Proof is required that the Operating Agreement has not been modified or amended and that there has been no change in the composition of the L.L.C. since its formation.
 - D. Proof is required that the L.L.C. continues to be a valid L.L.C. in compliance with N.J.S.A. 42:2C-1, et seq.
 - E. Proof is required that the L.L.C. has not classified itself as a corporation for Federal income tax purposes. If it has, then corporate franchise tax reports will be ordered.

END SCHEDULE B – SECTION I

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Westcor 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.

**SCHEDULE B – PART II
EXCEPTIONS**

Issuing Office File No. TE17003

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. Notwithstanding any provision of the policy to the contrary, 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.
2. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I "Requirements" are met.
3. Rights or Claims or interest of parties in possession of the land not shown by the public record.
4. Easements, or claims of easements, not shown by the public record.
5. Any liens or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes, charges, assessments and utilities: See Attached
7. Subject to added or omitted assessments pursuant to N.J.S.A. 54:4-63.1 et seq.
8. This Commitment, and Policy when issued, does not insure against any claim resulting from the payment of, receipt of, or adjustment of sales price of the Land by reason of Homestead Tax Credits which are due or to become due. (Affects Owners' Policy ONLY).
9. Amount of acreage or quantity of land is not insured.
10. Rights of tenants under unrecorded leases, as tenants only, if any.
11. Subsurface conditions and/or encroachments not disclosed by an instrument of record. (Fee Policy only).
12. Rights, public and private, in and to all roads, streets, and avenues crossing, bounding or affecting the premises.
13. Rights, public and private, in and to that certain premises included within the lines of Clarksville Road, a/k/a Clarksville Grovers Mill Road.
14. Rights public and private, together with flooding and drainage rights, if any, in and to all streams, rivers, or water courses crossing, bounding or affecting the premises.

Schedule B - Part II— Continued

Issuing Office File No. TE17003

15. Subject to easement(s), right-of-way(s), grant(s), and agreement(s) as contained in Deed Book 2281, Page 582; Deed Book 2281, Page 585; Deed Book 2284, Page 657; Deed Book 2309, Page 123; Deed Book 2372, Page 98; Deed Book 2397, Page 1; Deed Book 2397, Page 7; Deed Book 2397, Page 12; Deed Book 2403, Page 507; Deed Book 2505, Page 434; and Deed Book 2514, Page 438.
16. Subject to a Declaration of Restriction for Restoration Site as contained in Deed Book 3165, Page 111.
17. Subject to terms and conditions of a Land Development Performance Agreement as contained in Deed Book 3176, Page 220; Deed Book 6178, Page 527; Deed Book 6178, Page 534; and Deed Book 6210, Page 1240.
18. Subject to terms and conditions of a Permit as contained in Deed Book 5964, Page 105.
19. Subject to terms and conditions of a Developers Agreement as contained in Deed Book 6173, Page 530.
20. Subject to a Conservation and Maintenance Agreement as contained in Deed Book 6174, Page 533.
21. Subject to terms and conditions of a Deed of Dedication as contained in Deed Book 6176, Page 1968.
22. Subject to a Grant of Conservation Restriction/Easement as contained in Deed Book 6178, Page 1097.
23. Subject to the rights of utility companies servicing the premises.

END SCHEDULE B – SECTION II

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Westcor 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.

**SCHEDULE C
LEGAL DESCRIPTION**

Issuing Office File No. TE17003

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of West Windsor, in the County of Mercer, State of New Jersey:

BEGINNING at a point, said point being the southeasterly comer of Lot 15.02 and the northerly ROW line of Clarksville - Grovers Mill Road (60' ROW) and running; thence

- 1) North 25 degrees 53 minutes 00 seconds West, a distance of 311.15 feet to a point; thence
- 2) North 64 degrees 07 minutes 00 seconds East, a distance of 23 feet to a point; thence
- 3) North 25 degree 53 minutes 00 seconds West, a distance of 311.68 feet to a point; thence
- 4) North 54 degrees 33 minutes 52 seconds East, a distance of 852.60 feet along the southerly property line of Lot 3 Block S-10 n/f Conrail Railroad to an iron pin; thence
- 5) South 01 degrees 58 minutes 32 seconds East, a distance of 851.68 feet to a point; thence
- 6) Along the northerly ROW of Clarksville - Grovers Mill Road (60' ROW) South 65 degrees 52 minutes 00 seconds West, a distance of 384.74 feet to a point of curvature, marked by a concrete monument; thence
- 7) Along a curve bearing to the left on the northerly ROW of said road, having a radius of 5759.65 feet, an arc length of 134.09 feet to the point and place of BEGINNING.

FOR INFORMATION ONLY: Being known as Lot 15.03, in Block 10, on the official tax map of Township of West Windsor, County of Mercer, in the State of NJ. The mailing address is: 201 Clarksville Road, West Windsor, NJ.

TITLE

EVOLUTION



TAX (AND ASSESSMENT)
SEARCH



For: TITLE EVOLUTION LLC

BLOCK : 10 ASSESSED OWNER : PRINCETON JCT COMMONS LLC %P-CELLER
LOT : 15.03 BILLING ADDRESS : 2218 BENCHLEY COURT MANCHESTER, NJ 08759
QUAL : LOT ADDRESS : 201 CLARKSVILLE RD
XLOT : (7.0 ACRES WET) MERCER : WEST WINDSOR TWP (609) 799-2400
(MUNI CODE: 1113) 271 CLARKSVILLE ROAD PO BOX 38 WEST WINDSOR NJ 08550

INFORMATION : C.O. REQUIRED ON NEW CONSTRUCTION & ADDITIONS
(FOR RESALE) SMOKE DETECTOR INSPECTION REQUIRED AS PER NJAC 5:70-4.19
CALL (609) 799-2400 FOR INSPECTION
INSPECTION FEE 35.00

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

APX. LOT SIZE : 10.65 AC.

ASSESSED VALUES : LAND : \$433,100 IMP. : \$0 TOT. : \$433,100

TAX RATE : \$2.804 PER \$100 OF ASSESSED VALUE

TAX EXEMPTIONS : NONE

2020 TAXES : \$12,144.12 PAID IN FULL

-2021 - DUE DATE :

QTR1 - 02/01 : \$3,036.03 BILLED; \$3,027.08 OPEN; \$8.95 PAID

QTR2 - 05/01 : \$3,036.03 OPEN

QTR3 - 08/01 : TO BE DETERMINED

QTR4 - 11/01 : TO BE DETERMINED

-2022 - 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 # : PRIVATE - NJ AMERICAN WATER CO. 131 WOODCREST ROAD CHERRY HILL, NJ 08034
800-652-6987

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 01/26/2021

REPORT FEE: \$35.00

TITLE

EVOLUTION





NEW JERSEY SUPERIOR COURT,
UNITED STATES DISTRICT COURT AND
UNITED STATES BANKRUPTCY COURT

379-3865-10

RE: TE17003

CERTIFIED TO:

TITLE EVOLUTION LLC
230 FARNSWORTH AVE
Bordentown NJ 08505

CHARLES JONES LLC HEREBY CERTIFIES THAT IT HAS SEARCHED THE INDEX OF THE CIVIL JUDGMENT AND ORDER DOCKET OF THE SUPERIOR COURT OF NEW JERSEY, THE INDEX OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY, AND THE INDEX OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY AND DOES NOT FIND REMAINING UNSATISFIED OF RECORD IN ANY OF THESE COURTS A JUDGMENT OR OTHER DOCKETED RECORD REFERRED TO BY THE RESPECTIVE INDICES WHICH CONSTITUTES A GENERAL LIEN ON REAL PROPERTY IN NEW JERSEY, NOR ANY CERCLA LIEN ON SPECIFIC REAL PROPERTY WITHIN NEW JERSEY NOR ANY PETITION COMMENCING PROCEEDINGS IN BANKRUPTCY EXCEPT AS BELOW SET FORTH AGAINST:

	FROM	TO
PRINCETON JUNCTION COMMONS, LLC (Entity)	02-12-2001	02-12-2021
*** Name is CLEAR ***		

DATED 02-12-2021
TIME 08:45 AM

RN21-049-05032 049 0930049 40

CHARLES JONES LLC
P.O. BOX 8488
TRENTON, NJ 08650

TITLE

EVOLUTION



Mercer County Clerk's Office

Return To:

STERNS & WEINROTH ESQS
PO BOX 1298
50 W STATE STREET
TRENTON NJ 08607-1298

Index DEEDS

Book 05268 Page 0171

No. Pages 0005

Instrument REGULAR DEED

Date : 1/27/2006

Time : 9:28:03

Control # 200601270122

WILTSHIER INC

INST# RD 2006 006483

PRINCETON JUNCTION COMMONS

Employee ID THOMASC

Detail

RECORDING	\$	24.00	Consideration Amount\$	290,000.00
RECORDING	\$	21.00		
DD1 T1 CO	\$	150.00	RTF Standard Tier 1 \$	600.00
DD1 T1 PUB	\$	75.00		
DD1 T1 ST	\$	375.00	RTF Standard Tier 2 \$	335.00
DD1 T2 CO	\$	50.00		
DD1 T2 EX	\$	60.00	RTF Standard Tier 3 \$	702.00
DD1 T2 NPN	\$	75.00		
DD1 T2 PUB	\$	25.00	Total	\$ 1,637.00
All Other	\$	852.00		
Total:	\$	1,707.00		

STATE OF NEW JERSEY
Mercer County Clerk's Office

*****PLEASE NOTE:*****
* DO NOT REMOVE THIS COVER SHEET - *
* IT CONTAINS ALL RECORDING INFORMATION *

Paula Sollami-Covello
Mercer County Clerk



DEED - EASEMENT AND SALE
KENTON COUNTY CLERK
HAMILTON, NJ

lvr
Steen & Vinnasick
50 West State St, Suite 1400
L. O. Box 1298
Hamilton NJ 08607-1298

DD-1
4/8/70-26322
RTP#1437
6310

Prepared by:

ROBERT P. CASEY, ESQUIRE

DEED

THIS DEED is made on January 5, 2006

BETWEEN WILTSHIER, INC., a Virginia Corporation
formerly known as John E. Wiltshier Corporation

Whose Address is: 3131 Princeton Pike, Bldg 1B
Lawrenceville, NJ 08648

referred to as "Grantor",

AND PRINCETON JUNCTION COMMONS, LLC

Whose Address is: 3635 Quarterbridge Road, Suite 1
Hamilton, NJ 08619

referred to as "Grantee".

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

TRANSFER OF OWNERSHIP. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of TWO HUNDRED NINETY THOUSAND AND 00/100 DOLLARS (\$290,000.00). The Grantor acknowledges receipt of this money.

TAX MAP REFERENCE. (N.J.S.A. 46:15-2.1).

Municipality of West Windsor Township
Block No. S-10, Lot 15.02

PROPERTY. The property consists of the land and all the buildings and structures on the land in the Township of West Windsor, County of Mercer and State of New Jersey. The legal description is attached hereto as Schedule "A".

BEING the same premises conveyed to John E. Wiltshier Corporation by Deed from Gillespie Advertising, Inc. dated June 18, 1984 and recorded in the County Clerk's Office on June 26, 1984 in Deed Book 2254, page 703&c. and by Confirmatory Deed dated June 9, 1987 and recorded June 12, 1987 in Deed Book 2397, page 33&c.



File No. 654-44734

Fidelity National Title Insurance Company

SCHEDULE C (Legal Description)

Commitment No.: 654-44734

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of West Windsor, County of Mercer, State of New Jersey;

BEGINNING at a point, said point being the southeasterly corner of Lot 15.02 and the northerly ROW line of Clarksville - Grovers Mill Road (60' ROW) and running; thence

- 1) North 25 degrees 53 minutes 00 seconds West, a distance of 311.15 feet to a point; thence
- 2) North 64 degrees 07 minutes 00 seconds East, a distance of 23 feet to a point; thence
- 3) North 25 degree 53 minutes 00 seconds West, a distance of 311.68 feet to a point; thence
- 4) North 54 degrees 33 minutes 52 seconds East, a distance of 852.60 feet along the southerly property line of Lot 3 Block S-10 n/f Conrail Railroad to an iron pin; thence
- 5) South 01 degrees 58 minutes 32 seconds East, a distance of 851.68 feet to a point; thence
- 6) Along the northerly ROW of Clarksville - Grovers Mill Road (60' ROW) South 65 degrees 52 minutes 00 seconds West, a distance of 384.74 feet to a point of curvature, marked by a concrete monument; thence
- 7) Along a curve bearing to the left on the northerly ROW of said road, having a radius of 5759.65 feet, an arc length of 134.09 feet to the point and place of BEGINNING

Note for information: Being Lot 15.03, Block 10 on the tax map.

SUBJECT to operative covenants, restrictions and conditions of record, which are not re-imposed hereby.

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

SIGNATURES. The Grantor signs this Deed as of the date at the top of the first page.

WITNESS:


Thomas M. Brown

WILTSHIER, INC., a Virginia Corporation


Robert P. Casey, Asst. Secretary

STATE OF NEW JERSEY

COUNTY OF MERCER

I CERTIFY that on January 5, 2006, Robert P. Casey personally came before me and acknowledged under oath to my satisfaction that:

- (a) This person is the Assistant Secretary of Wiltshier, Inc., the corporation named in this Deed;
- (b) This person is the Assistant Secretary of the Corporation;
- (c) This Deed was signed and delivered by the corporation as its voluntary act and duly authorized by a proper resolution of its Board of Directors;
- (e) This person knows the proper seal of the corporation, which was affixed to this Deed;
- (e) This person signed this proof to attest to the truth of these facts; and
- (f) The full and actual consideration paid or to be paid for the transfer of title is \$290,000.00. (Such consideration is defined in N.J.S.A. 46:15-5).


Colleen C. Conrad

COLLEEN C. CONRAD
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 8/29/2008

RECORD AND RETURN TO:

In compliance with the statute I have provided the duplicate of the within to the Assessor of the taxing district through the following:

PAULA SOLIMANI-DOVELLO
MERCER COUNTY CLERK

VOL 5268 PG 175

END OF DOCUMENT

CORRECTIVE DEED

This Deed is made on October 25, 2013

BETWEEN PRINCETON JUNCTION COMMONS, LLC, whose address is 504 Davina Court, Lakewood, New Jersey 08701, referred to as the Grantor.

AND PRINCETON JUNCTION COMMONS LIMITED LIABILITY COMPANY, a New Jersey limited liability company, having an address of 504 Davina Court, Lakewood, New Jersey 08701, referred to as the Grantee.

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

TRANSFER OF TITLE. The grantor does hereby grant and convey the property described below to the Grantee

CONSIDERATION. This transfer of ownership is made for the sum and consideration of \$1.00. The Grantor acknowledges receipt of this money.

TAX MAP REFERENCE. (N.J.S.A. 46:15-2.1) Municipality of Township of West Windsor
Block No. 1 ■ Lot No. 15.03,
Account No.

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

PROPERTY. The property consists of the land and all the buildings and structures on the land in Township of West Windsor, County of Mercer, and State of New Jersey.

BEGINNING at a point, said point being the Southeasterly corner of Lot 15.02 and the Northerly ROW line of Clarksville-Groves Mill Road (60 foot ROW) and running; thence

1. North 25 degrees 53 minutes 00 seconds West, a distance of 311.15 feet to a point; thence
2. North 64 degrees 07 minutes 00 seconds East, a distance of 23.00 feet to a point; thence
3. North 25 degrees 53 minutes 00 seconds West, a distance of 311.68 feet to a point; thence
4. North 54 degrees 33 minutes 52 seconds East, a distance of 852.60 feet along the Southerly property line of Lot 3, Block S-10 n/f Conrail Railroad to an iron pin; thence
5. South 01 degrees 58 minutes 32 seconds East, a distance of 851.68 feet to a point; thence
6. Along the Northerly ROW of Clarksville-Groves Mill Road (60 foot ROW), South 65 degrees 52 minutes (0) seconds West, a distance of 384.74 feet to a point of curvature, marked by a concrete monument; thence
7. Along a curve bearing to the left on the Northerly ROW of said road, having a radius of 5759.65 feet, an arc length of 134.09 feet to the point and place of BEGINNING.

EXCEPTING THEREFROM AND THEREOUT that parcel contained in Deed Book 6176 Page 1968.

The purpose of this Deed is to correct the name of the Grantee in the prior Deed.

INSTR # 2013065468
ON 10/25/13 14:57:59
RECORDED 11/06/2013 09:15:00 AM
PAUL A. SCHAEFER, COUNTY CLERK
MERCER COUNTY, NEW JERSEY



DD 6 4pg \$ 73.00 - 3077

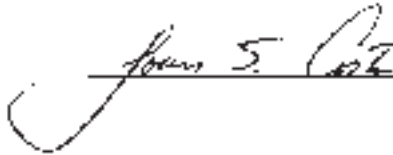
BEING THE SAME LAND AND PREMISES which became vested in Princeton Junction Commons, LLC by Deed from Wiltshier, Inc., dated January 5, 2006, recorded January 27, 2006 in the Mercer County Clerk/Register's Office in Deed Book 5268 Page 171.

PROMISES BY GRANTOR. The Grantor promises and warrants that Grantor, by acts of the Grantor, has not encumbered the property. This promise means that the Grantor has not allowed anyone else to obtain any legal right which would affect the property being transferred (such as a mortgage or entering a judgment against the Grantor)

SIGNATURES. The Grantor signs this Deed as of date first above written

Witnessed or Attested by:

PRINCETON JUNCTION COMMONS, LLC





PAUL CELLER, Managing Member


STATE OF NEW JERSEY:

§§

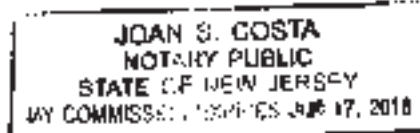
COUNTY OF Mercer

I CERTIFY that on October 25th, 2013, Paul Celler personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his/her act and deed; and
- (c) the full and actual consideration paid or to be paid for the transfer of title as defined by N.J.S.A. 46:15-5, is \$1.00.



(Print name and title below signature)



TITLE

EVOLUTION





INSTR # 2013065469
 BK 11042 PG 1241 Pgs 1241 - 1258 (18 pgs)
 RECORDED 12/04/2013 09:13:07 AM
 PAULA SOLLAMI COVELLO, COUNTY CLERK
 MERCER COUNTY, NEW JERSEY

COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

This Commercial Mortgage, Security Agreement and Fixture Filing ("Mortgage") is made this 25th day of October, 2013, by **PRINCETON JUNCTION COMMONS LIMITED LIABILITY COMPANY**, a New Jersey limited liability company, having an address of 504 Davina Court, Lakewood, New Jersey 08701 (the "Mortgagor") to **FIRST BANK**, a bank organized and existing under the laws of the State of New Jersey, having an address of 2465 Kuser Road, Suite 101, Hamilton, New Jersey 08690 (the "Mortgagee");

WITNESSETH:

The Mortgagor, in order to secure (i) an indebtedness of the Mortgagor to the Mortgagee in the principal amount of **THREE HUNDRED TWENTY FIVE THOUSAND DOLLARS AND NO CENTS (\$325,000.00) (the "Loan")**, as evidenced by that certain Promissory Note Revolving Line of Credit of even date herewith made by Mortgagor in favor of Mortgagee, and all extensions, renewals, replacements and modifications thereof (the "Note"), and all other writings, documents, and agreements delivered pursuant thereto, are collectively and individually referred to as the ("Loan Documents"), (ii) the repayment of all sums due under this Mortgage and the other Loan Documents; (iii) the performance of all of the Mortgagor's obligations under the terms of this Mortgage, the Note and the other Loan Documents; and (iv) all obligations of the Mortgagor to the Mortgagee, whether direct or indirect, absolute or contingent, joint or several, or now or hereafter existing (collectively, the "Liabilities"), the Mortgagor hereby mortgages, grants and conveys to the Mortgagee all of the rights and interests which the Mortgagor now has or will acquire with regard to the following property, all of which is hereinafter collectively referred to as the "Mortgaged Premises":

A. All of that certain tract and parcel of land commonly known as 201 Clarksville Road, known and designated as Block 10, Lot 15.03 on the Tax Map of the Municipality of the Township of West Windsor, County of Mercer and State of New Jersey, and more particularly described on the legal description attached hereto as Schedule "A" (the "Land");

B. All tenements, buildings, improvements, hereditaments, estates, rights, titles, interests, privileges, liberties, easements and appurtenances of any nature whatsoever belonging, benefiting or in any wise appertaining to the Land, and all land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining the Land to the center line thereof.

C. All furniture, fixtures, equipment and other articles of personal property owned by the Mortgagor and now or hereafter attached to or used in connection with, or with the operation of, any improvements located on the Land, as to which this Mortgage constitutes a security

agreement and a fixture filing under the New Jersey Uniform Commercial Code (the "Code") in addition to and not in lieu of any other security agreement between the parties, including, without limitation, all building supplies and materials, furniture, fixtures and equipment; all furnaces, motors, dynamos, incinerators, machinery, generators, partitions, elevators, steam and hot water boilers, heating, air conditioning equipment, wall cabinets, lighting and power plants, coal and oil burning apparatus, pipes, plumbing, radiators, sinks, bath tubs, water closets, refrigerators, gas and electrical fixtures, stoves, ranges, shades, screens, blinds, washing machines, clothes dryers, dishwashers, freezers, awnings, vacuum cleaning systems, sprinkler systems or other fire prevention or extinguishing apparatus and materials, including all accessories, additions, substitutions and replacements thereof, all of which shall be deemed to be and remain and form a part of the Land and are covered by the lien of this Mortgage.

D. Any and all awards, damages, payments and other compensation, and any and all claims therefore and rights thereto, which may result from taking or injury by virtue of the exercise of the power of eminent domain, or any damage, improvements, injury or destruction in any manner caused to the Land or thereon, or any part thereof.

E. All the rents, incomes, issues, profits, revenues, royalties, bonuses, rights, accounts, contract rights, general intangibles and benefits under any and all leases or tenancies now existing or hereafter created of the Land or any part thereof with the right to receive and apply the same to said indebtedness, and Mortgagee may demand, sue for and recover such payment but shall not be required to do so.

F. The right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Premises and to commence any action or proceeding to protect the interest of Mortgagee in the Mortgaged Premises.

G. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims.

TO HAVE AND TO HOLD the above granted and described Mortgaged Premises unto and to the proper use and benefit of Mortgagee, its successors and assigns, forever.

THIS IS A FIRST LIEN ON THE MORTGAGED PREMISES

1. Incorporation by Reference. This Commercial Mortgage, Security Agreement and Fixture Filing is the Mortgage referred to in the Note. The Note and all documents referenced therein, including without limitation the "Environmental Affidavit and Indemnification Agreement" (as hereinafter defined) and any and all other Loan Documents executed in connection therewith are hereby made a part of this Mortgage, to the extent and with the same effect as if fully set forth herein.

2. Term. This Mortgage shall terminate upon the payment in full of the Liabilities and the fulfillment or performance of all of the conditions of this Mortgage and the Liabilities. Thereupon, the Mortgagee shall release the Mortgaged Premises from the lien hereof and shall

execute at the request of the Mortgagor a release of this Mortgage and any other instrument to that effect deemed necessary or desirable to accomplish the discharge of this Mortgage.

3. Covenants.

3.1 Payment and Performance. Mortgagor covenants to (i) perform and comply with all terms, conditions and covenants set forth in this Mortgage and the Loan Documents, including without limitation the payment of all the Liabilities (including those evidenced by the Note) when due; and (ii) perform and comply with all of Mortgagor's obligations and duties as landlord under any leases of the Mortgaged Premises.

3.2 Seisin and Warranty. The Mortgagor is seized of an indefeasible estate in fee simple in the Mortgaged Premises, and Mortgagor warrants the title to the Mortgaged Premises. The Mortgagor hereby covenants that the Mortgagor shall (i) preserve such title and the validity and priority of the lien of this Mortgage and shall forever warrant and defend the same to the Mortgagee against all lawful claims whatsoever; and (ii) execute, acknowledge and deliver all such further documents or assurances, and cause to be done all such further acts as may at any time hereafter be required by the Mortgagee to protect fully the lien of this Mortgage.

3.3 Insurance. The Mortgagor hereby covenants to obtain and maintain as may be requested from time to time throughout the term of this Mortgage, the following insurance covering the Mortgaged Premises:

(a) Comprehensive general public liability insurance in such amounts as the Mortgagee shall require from time to time;

(b) "All-Risk" coverage policy or fire and extended coverage hazard insurance (together with vandalism and malicious mischief endorsements) in an aggregate amount not less than 100% of the agreed upon full insurable replacement value of the Mortgaged Premises;

(c) If the Mortgaged Premises are required to be insured pursuant to the Flood Disaster Protection Act of 1973 or the National Flood Insurance Act of 1968, and the regulations promulgated thereunder, flood insurance in an amount not less than the outstanding principal balance of this Mortgage or the maximum limit of coverage available, whichever amount is less;

(d) Business interruption and/or loss of rental insurance sufficient to pay, during the period of interruption or loss, normal operating expenses of the Mortgaged Premises; and

(e) Boiler and machinery insurance covering pressure vessels, air tanks, boilers, machinery, pressure piping, heating, air conditioning and elevator equipment in such amounts as the Mortgagee shall require from time to time, provide that the Mortgaged Premises contains equipment of such nature; and

Each insurance policy required under this Section 3.3 shall be written by insurance companies authorized or licensed to do business in New Jersey having an Alfred M. Best Company, Inc. rating of A or higher and financial size category of not less than VII, and shall be on such forms and written by such companies as shall be reasonably approved by the Mortgagee. Each insurance policy required under this Section 3.3 providing insurance against loss or damage to property shall be written or endorsed so as to (i) contain a New Jersey standard mortgagee or secured party endorsement, as the case may be, or its equivalent; and (ii) make all losses payable directly to the Mortgagee, without contribution. Each insurance policy required under this Section 3.3 providing insurance against loss or damage to property shall be written or endorsed so as to name the Mortgagee as an additional insured, as its interest may appear. Each insurance policy required under this Section 3.3 shall contain a provision to the effect that such policy shall not be canceled, altered or in any way limited in coverage or reduced in amount unless the Mortgagee is notified in writing at least thirty (30) days prior to such change. At least thirty (30) days prior to the expiration of any such policy, the Mortgagor shall furnish evidence satisfactory to the Mortgagee that such policy has been renewed or replaced or is no longer required by this Section 3.3. Each insurance policy required under this Section 3.3 (except flood insurance written under the federal flood insurance program) shall contain an endorsement by the insurer that any loss shall be payable to the Mortgagee, as its interest may appear, in accordance with the terms of such policy notwithstanding any act or negligence of the Mortgagor which might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of set-off, counterclaim, deduction or subrogation against the Mortgagor (so as not to interfere with the Mortgagee's rights). In the event of loss or damage to the Mortgaged Premises, the proceeds of any insurance provided hereunder shall be applied as set forth in Section 3.13 of this Mortgage; in the event of a public liability claim, the proceeds of any insurance provided hereunder shall be applied toward extinguishing or satisfying the liability and expense incurred in connection therewith. The Mortgagor shall not take out any separate or additional insurance with respect to the Mortgaged Premises which is contributing in the event of loss unless it is properly compatible with all of the requirements of this Section 3.3.

3.4 No Encumbrances. At no time throughout the term of this Mortgage shall the Mortgagor create or suffer to exist any mortgage, pledge, lien, security interest, encumbrance, attachment, levy, distraint or other judicial process and burdens of any kind on the Mortgaged Premises, whether superior, on par with, or inferior to the lien hereof, without the prior express written consent of the Mortgagee.

3.5 Taxes and Other Charges. The Mortgagor shall prepare and timely file all federal, state and local tax returns required to be filed by the Mortgagor and promptly pay and discharge all taxes, assessments, and other governmental charges imposed upon the Mortgagor, the Mortgaged Premises or on any of the Mortgagor's other property before the same shall become in default, or become a lien upon such property except for those taxes, assessments and other governmental charges then being contested in good faith by the Mortgagor by appropriate proceedings and for which the Mortgagor has maintained adequate reserves in the sole judgment of the Mortgagee. The Mortgagor shall submit to the Mortgagee, upon request, an affidavit signed by the Mortgagor certifying that all federal, state and local information income tax returns have been filed to date and all real property taxes, assessments and other governmental charges

with respect to the Mortgagor's properties have been paid to date.

3.6 Tax Escrows. The Mortgagor shall, if required by the Mortgagee, pay to the Mortgagee at the time of each installment of principal and interest due under the Note, one-twelfth (1/12) of the actual (if known) or estimated (if not finally determined) annual taxes and assessments levied and assessed against the Mortgaged Premises. Such payment shall be held by the Mortgagee to be used by the Mortgagee in payment of such taxes and assessments. If such escrow funds are not sufficient to pay such taxes and assessments, as the same become payable, the Mortgagor shall pay to the Mortgagee, upon request, such additional amounts as the Mortgagee shall estimate to be sufficient to make up any such deficiency. No amount paid to the Mortgagee hereunder shall be deemed to be trust funds but may be commingled with general funds of the Mortgagee and no interest shall be payable thereon. Upon the occurrence of an Event of Default (as hereinafter defined), the Mortgagee shall have the right, at its sole discretion, to apply any amounts so held against the Liabilities. If the Mortgagor is not required to pay such tax escrows pursuant to this Section 3.6, the Mortgagor shall provide to the Mortgagee on a quarterly basis, copies of receipted tax bills, canceled checks or other evidence satisfactory to the Mortgagee evidencing that such taxes and assessments have been paid in a timely manner.

3.7 Advances With Respect to Mortgaged Premises. The Mortgagor agrees that if, at any time during the term of this Mortgage, the Mortgagor fails to perform or observe any covenant or obligation under this Mortgage, including, without limitation, payment of any tax, assessment or other government charge, insurance premium, appraisal charges as set forth in Section 3.17 hereof, environmental inspection, audit, testing or compliance costs as set forth in Section 8 hereof, or cost to keep the Mortgaged Premises in satisfactory repair and condition, the Mortgagee may (but shall not be obligated to) take such steps as are reasonably necessary to remedy any such nonperformance or nonobservance and provide payment thereof. All amounts advanced by the Bank shall be added to the Liabilities secured by the Loan Documents, shall be immediately due and payable, and shall bear interest at three percent (3%) per annum above the rate of interest then in effect under the Note, such interest to be calculated from the date of such advance to the date of repayment thereof.

3.8 Transfer of Title. Without the prior express written consent of the Mortgagee, the Mortgagor shall not voluntarily or involuntarily sell, transfer, assign, encumber, convey or in any other manner change: (i) the ownership of the Mortgaged Premises, or any interest therein; or (ii) the ownership of the Mortgagor, or any interest therein.

3.9 Mergers, Etc. The Mortgagor shall not merge into or consolidate with or into, or sell, assign, lease or otherwise dispose of (whether in one transaction or a series of transactions) all or substantially all of its assets (now owned or hereafter acquired to any person, without the prior express written consent of the Mortgagee. If the Mortgagor is a corporation, it shall not sell, issue, or agree to sell or issue, any shares (voting, non-voting, preferred or common of any class) of Mortgagor, or purchase such shares except under such circumstances as will in the opinion of the Mortgagee not result in a material adverse change in the financial or business condition of the Mortgagor or the value of any security held by the Mortgagee.

3.10 No Additional Liens on Fixtures. The Mortgagor shall not remove or suffer to be removed from the Mortgaged Premises any fixtures presently or in the future owned by the Mortgagor as the term "fixtures" is defined by the law in New Jersey (unless such fixtures have been replaced with similar fixtures of equal or greater utility and value); nor will the Mortgagor execute any security interest upon any such fixtures, without the prior express written consent of the Mortgagee.

3.11 Preservation, Maintenance and Repair. All buildings and other improvements presently or in the future erected upon the Mortgaged Premises, shall, at the Mortgagor's own cost and expense, be kept in good and substantial repair, working order and condition, and the Mortgagor shall from time to time make, or cause to be made, all necessary and proper repairs and replacements. The Mortgagor shall not remove, demolish, materially alter, discontinue the use of, sell, transfer, assign, hypothecate or otherwise dispose of all or any part of the Mortgaged Premises without the prior express written consent of the Mortgagee. All alterations, replacements, renewals or additions made pursuant to this Section 3.11 shall automatically become a part of the Mortgaged Premises and shall be covered by the lien of this Mortgage. The Mortgagee shall have the right, but not the obligation, to enter upon the Mortgaged Premises at any reasonable hour to inspect. In the event any such inspection reveals, in the sole discretion of the Mortgagee, the necessity for any repair, replacement, clean-up or maintenance, Mortgagor shall, at the discretion of the Mortgagee either: (i) cause such work to be effected immediately; or (ii) establish an interest-bearing reserve fund with the Mortgagee in an amount determined by the Mortgagee for the purpose of effecting such work.

3.12 Compliance with Applicable Laws. The Mortgagor agrees to comply, and to cause its tenants to comply, with all laws, rules, regulations and ordinances made or promulgated by lawful authority and now or hereafter applicable to the Mortgaged Premises, its use and the personalty contained therein, within such time as required by law. The Mortgagor has caused the Mortgaged Premises to be designed in compliance with all laws, rules, regulations and ordinances made or promulgated by lawful authority applicable to the Mortgaged Premises.

3.13 Damage, Destruction and Condemnation. If all or any part of the Mortgaged Premises shall be damaged or destroyed, or if title to or the temporary use of the whole or any part of the Mortgaged Premises shall be taken or condemned by a competent authority for any public use or purpose, there shall be no abatement or reduction in the amounts payable by the Mortgagor under the Loan Documents and the Mortgagor shall continue to be obligated to make such payments. If all or any part of the Mortgaged Premises is partially or totally damaged or destroyed, the Mortgagor shall give prompt notice thereof to the Mortgagee. The Mortgagor hereby authorizes and directs any affected insurance company to make payment of such proceeds directly to the Mortgagee. The Mortgagee is hereby authorized and empowered by the Mortgagor to settle, adjust or compromise, in consultation with the Mortgagor, any claims for loss, damage or destruction to the Mortgaged Premises. The Mortgagor shall pay all costs of collection of insurance proceeds payable on account of such damage or destruction. The Mortgagor shall have no claim against the insurance proceeds, or be entitled to any portion thereof, and all rights to the insurance proceeds are hereby assigned to the Mortgagee to the extent of the Liabilities as remain unpaid. The Mortgagee shall have the option, in its sole discretion, of paying or applying all or any part of the insurance proceeds to (i) reduction of the

Liabilities; (ii) restoration, replacement and rebuilding of the Mortgaged Premises in accordance with the Mortgagee's standard construction loan disbursement conditions and requirements; or (iii) the Mortgagor. Immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of all or any part of the Mortgaged Premises, the Mortgagor shall give notice to the Mortgagee. The Mortgagor shall, at its sole cost and expense, diligently prosecute any such proceeding and shall consult with the Mortgagee, its attorneys and experts, and shall cooperate with it in the defense of any such proceedings. The Mortgagee may participate in any such proceedings and the Mortgagor shall from time to time deliver to the Mortgagee all instruments requested by it to permit such participation. The Mortgagor shall not, without the Mortgagee's prior express written consent, enter into any agreement for the taking or conveyance in lieu thereof of all or any part of the Mortgaged Premises, with anyone authorized to acquire the same. All awards and proceeds of condemnation shall be assigned to the Mortgagee to be paid or applied by the Mortgagee, in its sole discretion to (i) reduction of the Liabilities; (ii) restoration, replacement and rebuilding of the Mortgaged Premises in accordance with the Mortgagee's standard construction loan disbursement conditions and requirements; or (iii) the Mortgagor. Nothing in this Section 3.13 shall relieve the Mortgagor of its duty to repair, restore, rebuild or replace the Mortgaged Premises following damage or destruction, or partial condemnation in the event that no or inadequate proceeds of insurance or condemnation awards are available to defray the cost of such repairing, restoring, rebuilding or replacement.

3.14 Required Notices. In addition to any notices required pursuant to Section 3.13, the Mortgagor shall notify the Mortgagee within three (3) days of (i) the receipt of notice from any governmental authority relating to the structure, use or occupancy of all or any part of the Mortgaged Premises; (ii) a substantial change in the occupancy or use of all or any part of the Mortgaged Premises; (iii) the receipt of any notice from the holder of any lien or security interest in all or any part of the Mortgaged Premises; or (iv) the commencement of any litigation affecting the financial ability of the Mortgagor or of the Mortgaged Premises.

3.15 No Credits on Account of the Liabilities. The Mortgagor shall not claim or demand or be entitled to any credit on account of the Liabilities for any part of the taxes paid with respect to the Mortgaged Premises or any part thereof and no deduction shall otherwise be made or claimed from the taxable value of the Mortgaged Premises, or any part thereof, by reason of this Mortgage.

3.16 Books and Records. The Mortgagor shall keep and maintain complete and accurate books and records in accordance with generally accepted accounting practices consistently applied, reflecting all of the financial affairs of the Mortgagor and all items of income and expense in connection with the operations of the Mortgaged Premises. The Mortgagor shall permit representatives of the Mortgagee to examine and audit the Mortgagor's (and its subsidiaries') books and records and to inspect the Mortgagor's facilities and properties.

3.17 Right to Reappraise. The Mortgagee shall have the right during the Term of this Mortgage to conduct or have conducted by an independent appraiser acceptable to the Mortgagee appraisals of the Mortgaged Premises in form and substance satisfactory to the Mortgagee at the sole cost and expense of the Mortgagor, provided, however, that so long as there shall exist no Event of Default (as hereinafter defined) the Mortgagor shall not be obligated

to bear the expense of such appraisals. The cost of such appraisals shall be added to the Liabilities and shall be secured by this Mortgage.

4. **Declaration of No Offset.** The Mortgagor represents to the Mortgagee that the Mortgagor has no knowledge of any offsets, counterclaims or defenses to the Liabilities either at law or in equity. The Mortgagor shall, within three (3) days upon request in person or within ten (10) days upon request by mail, furnish a written statement in form satisfactory to the Mortgagee stating the amount due under the Liabilities and either that the Mortgagor knows of no such offsets or defenses or if such offsets or defenses are alleged to exist, the nature and extent thereof.

5. **Security Agreement.** This Mortgage constitutes a security agreement under the Uniform Commercial Code (Secured Transactions) as now or hereafter in effect in the State of New Jersey (the "Code"), and shall be deemed to constitute a "Fixture Filing" within the meaning of the Code. Mortgagor hereby grants to Mortgagee, pursuant to the terms of the Loan Documents, a security interest in the personal and other property included in the Mortgaged Premises, in all replacements, substitutions and future additions thereto and in all rents, incomes, profits, revenues, accounts, contract rights and intangibles as more fully described in the description of the Mortgaged Premises appearing at the beginning of this instrument. Mortgagor shall, at Mortgagor's own expense, execute and file such financing statements, continuation statements or other security agreements as Mortgagee shall require from time to time to perfect the lien of this Mortgage with respect to such property. Without limiting the foregoing, Mortgagor hereby authorizes Mortgagee to file such financing statements without the signature of Mortgagor. Mortgagor shall not change its principal place of business without giving Mortgagee at least thirty (30) days' prior written notice which notice shall be accompanied by new financing statements executed by Mortgagor in the same form as the financing statements delivered to Mortgagee on the date hereof except for the change of address. Upon any Event of Default (as hereinafter set forth), Mortgagee shall have, in addition to any other rights and remedies hereunder or under the Loan Documents all of the rights and remedies granted to a secured party under the Code. Notwithstanding any release of any of the "real" property included in the Mortgaged Premises, any proceedings to foreclose this Mortgage or its satisfaction of record, the terms of this Section 5 shall survive as a security agreement until the satisfaction in full of the Liabilities.

6. **Assignment of Leases and Rents.** Intentionally Deleted.

7. **Change in Laws; Future Impositions.** During the term of this Mortgage, in the event of the passage after the date of this Mortgage of any law of the State of New Jersey, or any other governmental entity, changing the taxation of mortgages, or debts secured thereby, for state or local purposes, or the manner of the operation of any such taxes, so as to affect the interest of the Mortgagee, then the Mortgagor shall pay the full amount of such taxes; provided that if payment by the Mortgagor of any such new taxes would be unlawful or usurious, the Mortgagee may, at the Mortgagee's option (i) declare the Liabilities to be immediately due and payable; or (ii) pay that portion of such taxes as renders the Liabilities unlawful or usurious, in which event the Mortgagor shall concurrently therewith pay the remaining lawful and non-usurious portion of said taxes.

8. **Environmental Matters.** The Mortgagor, contemporaneously with the execution and delivery hereof, has executed and delivered to the Mortgagee a certain Environmental Affidavit and Indemnification Agreement of even date herewith (the "Environmental Agreement"), pursuant to which Mortgagor has made certain representations and warranties with respect to the environmental condition and integrity of the Mortgaged Premises, and has undertaken certain covenants, indemnifications and other obligations with respect to the environmental condition and integrity of the Mortgaged Premises. All of the terms, covenants and conditions of the Environmental Agreement are incorporated into this Mortgage pursuant to Section 1 hereof.

9. **Indemnification.**

9.1 The Mortgagor hereby agrees to and does hereby indemnify, protect, defend and save harmless the Mortgagee, and any entity which "controls" the Mortgagee, within the meaning of Section 15 of the Securities Act of 1933, as amended, any member, officer, director, official, agent, employee and attorney of the Mortgagee, and their respective heirs, successors and assigns (collectively, the "Indemnified Parties"), from and against any and all losses, damages, expenses or liabilities of any kind or nature and from any suits, claims or demands, including reasonable counsel fees incurred in investigating or defending such claim, suffered by any of them and caused by, relating to, arising out of, resulting from, or in any way connected with the Loan Documents and the transactions contemplated therein (unless caused by the gross negligence or willful misconduct of the Indemnified Parties) including, without limitation: (i) disputes between any architect, general contractor, subcontractor, materialman or supplier, or on account of any act or omission to act by the Mortgagee in connection with the Mortgaged Premises; (ii) any untrue statement of a material fact contained in information submitted to the Mortgagee by the Mortgagor or the omission of any material fact necessary to be stated therein in order to make such statement not misleading or incomplete; (iii) the failure of the Mortgagor to perform any obligations herein required to be performed by the Mortgagor; and (iv) the ownership, construction, occupancy, operations, use and maintenance of the Mortgaged Premises.

9.2 In case any action shall be brought against the Mortgagee in respect to which indemnity may be sought against the Mortgagor, the Mortgagee shall promptly notify the Mortgagor and the Mortgagor shall assume the defense thereof, including the employment of counsel selected by the Mortgagor and satisfactory to the Mortgagee, the payment of all costs and expenses and the right to negotiate and consent to settlement. The Mortgagee shall have the right, at its sole option, to employ separate counsel in any such action and to participate in the defense thereof. The Mortgagor shall not be liable for any settlement of any such action affected without its consent, but if settled with the Mortgagor's consent, or if there be a final judgment for the claimant in any such action, the Mortgagor agrees to indemnify and save harmless the Mortgagee from and against any loss or liability by reason of such settlement or Judgment.

9.3 The provisions of this Section 9 shall survive the repayment of the Liabilities.

10. Events of Default. Any one or more of the following events shall be an "Event of Default":

10.1 A breach by the Mortgagor or any Other Obligated Party (hereinafter defined) of any term, covenant, condition, obligation or agreement under the Note, this Mortgage or any other Loan Document, including the failure to make any payment of principal or interest, when due.

10.2 Any representation or warranty made by the Mortgagor or any Other Obligated Party in any Loan Document shall prove to be false, incorrect or misleading in any substantial and material respect on the date as of which made.

10.3 The Mortgagor shall transfer title to or possession of any interest in all or any part of the Mortgaged Premises to any party, without the prior express written consent of the Mortgagee.

10.4 The Mortgagor shall not enter into any secondary financing or consent to the placing of any lien on the Mortgaged Premises.

10.5 The filing of a petition seeking relief, or the granting of relief, under the Bankruptcy Reform Act of 1978 or any similar federal or state statute by or against the Mortgagor or any Other Obligated Party, the making of a general assignment for the benefit of creditors by the Mortgagor or any other Obligated Party or any action by the Mortgagor or any Other Obligated Party for the purpose of effecting the foregoing.

10.6 The filing, entry or issuance of any judgment, execution, garnishment, attachment, distraint or lien against the Mortgagor or any Other Obligated Party or their property.

10.7 Seizure or foreclosure of any of the properties or assets of the Mortgagor or any Other Obligated Party pursuant to process of law or by respect of legal self-help involving monetary damages.

10.8 Any substantial change in the nature or character of the business or the voluntary permanent closing of the business or ceasing of operations of the Mortgagor or any Other Obligated Party.

10.9 Any change in the management or ownership of the Mortgagor or any Other Obligated Party.

10.10 The death, dissolution, merger, consolidation or reorganization of the Mortgagor or any Other Obligated Party.

10.11 Default pursuant to any other present or future agreement between Borrower or any Other Obligated Party and Mortgagee, related to this Loan evidenced by this Mortgage.

10.12 Default by the Mortgagor or any Other Obligated Party in any of the terms or conditions of any agreement covering the payment of borrowed money from the Mortgagee (including the Note and all replacements and substitutions therefore) related to this Loan, if such a default would permit the Mortgagee to accelerate the debt irrespective of whether the default is waived or not waived by the Mortgagee.

10.13 Default of any and all obligations, debts and liabilities, of Mortgagor or any Other Obligated Party related to this Loan, whether now existing or hereafter arising or created shall be considered a default under any other present or future obligations of Mortgagor and/or any Other Obligated Party.

10.14 A material deterioration in the financial condition of the Mortgagor or any Other Obligated Party or the occurrence of any event, which in the sole opinion of the Mortgagee, impairs the financial responsibility of the Mortgagor or any Other Obligated Party.

10.15 The Mortgagor or any Other Obligated Party becomes insolvent or is not paying its debts as they become due.

10.16 The Mortgagee deems itself insecure.

10.17 "Other Obligated Party" shall be defined as the Borrower and Guarantors.

11. Remedies. If any Event of Default shall have occurred the Mortgagee may take any of the following actions (without the obligation to marshal):

11.1 Acceleration. The Mortgagee may declare the entire amount of the Liabilities immediately due and payable, without presentment, demand, notice of any kind, protest or notice of protest, all of which are expressly waived, notwithstanding anything to the contrary contained in the Loan Documents. The Mortgagee may collect interest from the date of default on the unpaid balance of the Liabilities, at the default rate of interest then in effect under the Note.

11.2 Possession. The Mortgagee may enter upon and take possession of the Mortgaged Premises, lease the Mortgaged Premises, and receive all the rents and apply the same, after payment of all necessary charges and expenses, on account of the Liabilities. The Mortgagee is given full authority to do any act which the Mortgagor could do in connection with the management and operation of the Mortgaged Premises. This covenant becomes effective either with or without any action brought to foreclose this Mortgage and without applying for a receiver of such rents.

11.3 Foreclosure. The Mortgagee may institute an action of mortgage foreclosure, or take other action as the law may allow, at law or in equity, for the enforcement of this Mortgage. In case of any sale of the Mortgaged Premises by judicial proceedings, the Mortgaged Premises may be sold in one parcel or in such parcels, manner or order as the Mortgagee in its sole discretion may elect. The Mortgagee shall not be required to marshal any of the security under this Mortgage. The failure to make any tenant a defendant to a foreclosure

proceeding shall not be asserted by the Mortgagor as a defense in any proceeding instituted by the Mortgagee to collect the Liabilities or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Premises.

11.4 Appointment of Receiver. The Mortgagee may have a receiver of the rents of the Mortgaged Premises appointed without the necessity of proving either the depreciation or the inadequacy of the value of the security or the insolvency of the Borrower, Mortgagor or any person who may be legally or equitably liable to pay monies secured hereby, and the Mortgagor and each such person hereby waive such proof and consent to the appointment of such receiver.

11.5 Rights as a Secured Party. The Mortgagee shall have, in addition to other rights and remedies available at law or in equity, the rights and remedies of a secured party under the Code. Mortgagee may elect to foreclose such of the property subject to the lien hereof as then comprise fixtures pursuant either to the law applicable to foreclosure of any interest in real estate or to that applicable to personal property under the Code. To the extent permitted by law, Mortgagor waives the right to any stay of execution and the benefit of all exemption laws.

11.6 Excess Monies. The Mortgagee may apply on account of the Liabilities any unexpected monies still retained by the Mortgagee that were paid by Mortgagor to the Mortgagee: (i) for the payment of, or as security for the payment of taxes, assessments or other governmental charges, insurance premiums, or any other charges; or (ii) to secure the performance of some act by the Mortgagor.

11.7 Other Remedies. The Mortgagee may take any of the remedies otherwise available to it as a matter of law or equity. The Mortgagee shall have the right and remedy, without posting any bond or other security, to have the provisions of this Mortgage and any other Loan Document specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the Mortgagee and that money damages will not provide an adequate remedy therefore.

12. Miscellaneous.

12.1 Cumulative Rights. The rights and remedies herein expressed to be vested in or conferred upon the Mortgagee shall be cumulative and shall be in addition to, and not in substitution for, the rights and remedies conferred by law. The failure, at any one or more times, of the Mortgagee to assert the right to declare the Liabilities due, the granting of any extension of time of payment of the Liabilities, the taking of other or additional security for the payment thereof, the release of any security, the change in any of the terms of the Loan Documents, or the waiver of or failure to exercise any right under any Loan Document shall not in any way affect this Mortgage nor the rights of the Mortgagee.

12.2 Waiver of Defaults. The Mortgagee may, by notice to the Mortgagor, waive any Event of Default hereunder and rescind any acceleration of the Liabilities.

12.3 Agreement to Pay Attorneys' Fees and Expenses. Upon the occurrence

of an Event of Default, as a result of which the Mortgagee shall employ attorneys or incur other expenses for the collection of the Liabilities or performance of any agreement on the part of the Mortgagor contained herein, the Mortgagor shall, on demand, pay to the Mortgagee, the reasonable fee of such attorneys (or allocated costs of the Mortgagee's in-house legal counsel) and such other reasonable expenses so incurred by the Mortgagee.

12.4 No Additional Waiver Implied by One Waiver. The Mortgagee shall not be deemed to waive any of its rights or remedies hereunder unless such waiver is in writing and signed by the Mortgagee and then only to the extent specifically set forth therein. A waiver in one event shall not be continuing or a bar to or a waiver of a subsequent event. In the event any agreement contained in the Mortgage should be breached by the Mortgagor and thereafter waived by the Mortgagee, such waiver shall be limited to the actual breach so waived and shall not be deemed to waive any other breach hereunder.

12.5 No Oral Modifications. The terms of this Mortgage may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

12.6 Partial Invalidity. The unenforceability or invalidity of any one or more provisions shall not render any other provision unenforceable or invalid.

12.7 Binding Effect. The covenants, conditions and agreements contained in this Mortgage shall bind, and the benefits thereof shall inure to, the respective parties hereto and their respective heirs, executors, administrators, successors and assigns and are intended and shall be held to be real covenants running with the land; provided, however, that this Mortgage cannot be assigned by the Mortgagor without the prior express written consent of the Mortgagee.

12.8 Captions. The captions preceding the text of the sections of this Mortgage are used solely for convenience of reference and shall not affect the meaning or construction of this Mortgage.

12.9 Number and Gender. In the event that the Mortgagor consists of more than one person or entity, the obligations and liabilities hereunder of each such person or entity shall be joint and several and the word "Mortgagor" shall mean all or some or any of them. For the purpose of this Mortgage, the singular shall be deemed to include the plural and the neuter shall be deemed to include the masculine and feminine, as the context may require.

12.10 Commercial Loan. The Mortgagor represents and warrants that the loan secured by this Mortgage was obtained solely for the purpose of carrying on or acquiring a business or commercial investment.

12.11 Modification of Mortgage. This Mortgage is subject to "modification" as such term is defined in P.L. 1985, Ch. 353, as amended (N.J.S.A. 46:9-8.1 et seq.) and shall be entitled to the priority provisions thereof.

12.12 New Jersey Law Governs. This Mortgage shall be governed and

construed in accordance with the laws of the State of New Jersey.

12.13 Consent to Jurisdiction. The Mortgagor hereby irrevocably consents to the jurisdiction of the State of New Jersey and to the jurisdiction of the United States District Court for the District of New Jersey, for the purpose of any suit, action or other proceeding arising out of or relating to this Mortgage or any other Loan Document, or the subject matter hereof or thereof. The Mortgagor hereby waives, and agrees not to assert, any such suit, action or proceeding any claim that it is not personally subject to such jurisdiction, or any right to remove an action brought in State to Federal Court, or any claim that such suit, action or proceeding is in an inconvenient forum or that the venue thereof is improper. The Mortgagor agrees that service in any such action, whether or not in either such jurisdiction, may be effected by means in accordance with the provisions of Section 12.14 hereinafter set forth or by any other means or service allowed by law.

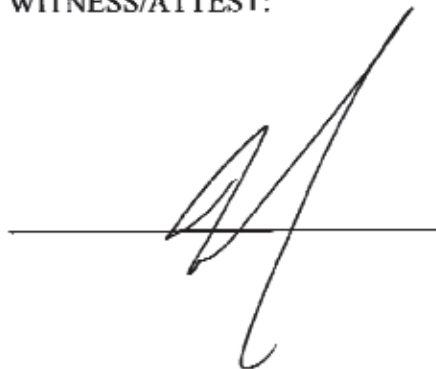
12.14 Notices. Unless otherwise indicated differently, all notices which may be required hereunder shall be in writing and shall be personally delivered or sent by telex (answer back received), courier, or first-class certified or registered United States mail, postage prepaid, return receipt requested, and sent to the party at its address appearing above or such other address as any party shall hereafter inform the other party by notice given as aforesaid. All notices shall be deemed effective upon receipt or, if mailed, upon receipt or the expiration of the third day following the date of mailing, whichever occurs first, except that any notice of change in address shall be effective only upon receipt by the party to whom said notice is addressed.

IN WITNESS WHEREOF, this Mortgage has been duly executed and seal by the Mortgagor on the day and year first written above.

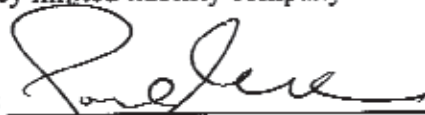
RECEIPT, WITHOUT CHARGE, OF A TRUE COPY OF THIS MORTGAGE IS ACKNOWLEDGED.

Dated: October 25, 2013

WITNESS/ATTEST:



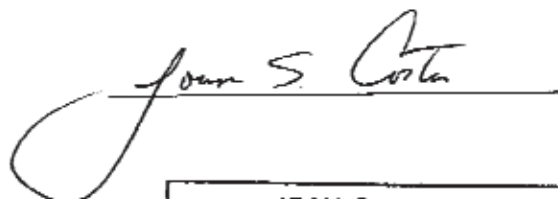
MORTGAGOR:
PRINCETON JUNCTION COMMONS
LIMITED LIABILITY COMPANY, a New
Jersey limited liability company

BY: 
Name: PAUL CELLER
Title: Manager

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on October 25, 2013, **PAUL CELLER**, personally came before me and acknowledged under oath, to my satisfaction, that he is the Manager of **PRINCETON JUNCTION COMMONS LIMITED LIABILITY COMPANY**, a Limited Liability Company of the State of New Jersey, the entity named in the within document, and thereupon acknowledged that they signed, sealed and delivered the same as the act and deed of said limited liability company, for the uses and purposes therein expressed.



JOAN S. COSTA
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JUN 17, 2018

SCHEDULE "A"

DESCRIPTION OF MORTGAGED PREMISES



TITLE INSURANCE COMMITMENT
Issued by **Trident Abstract Title Agency, LLC**
AGENT FOR FIDELITY NATIONAL TITLE INSURANCE COMPANY

Commitment Number: S-38773

SCHEDULE C
LEGAL DESCRIPTION

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of West Windsor, in the County of Mercer, State of New Jersey:

BEGINNING at a point, said point being the Southeasterly corner of Lot 15.02 and the Northerly ROW line of Clarksville-Grovers Mill Road (60 foot ROW) and running; thence

1. North 25 degrees 53 minutes 00 seconds West, a distance of 311.15 feet to a point; thence
2. North 64 degrees 07 minutes 00 seconds East, a distance of 23.00 feet to a point; thence
3. North 25 degrees 53 minutes 00 seconds West, a distance of 311.68 feet to a point; thence
4. North 54 degrees 33 minutes 52 seconds East, a distance of 852.60 feet along the Southerly property line of Lot 3, Block S-10 n/f Conrail Railroad to an iron pin; thence
5. South 01 degrees 58 minutes 32 seconds East, a distance of 851.68 feet to a point; thence
6. Along the Northerly ROW of Clarksville-Grovers Mill Road (60 foot ROW), South 65 degrees 52 minutes 00 seconds West, a distance of 384.74 feet to a point of curvature, marked by a concrete monument; thence
7. Along a curve bearing to the left on the Northerly ROW of said road, having a radius of 5759.65 feet, an arc length of 134.09 feet to the point and place of BEGINNING.

EXCEPTING THEREFROM AND THEREOUT that parcel contained in Deed Book 6176 Page 1968.

Note for Information Only:

Also known as Lot(s) 15.03, Block 10 in the Township of West Windsor, in the County of Mercer, also known as 201 Clarksville Road.

MORTGAGE

Property:
201 Clarksville Road
Block 10, Lot 15.03
Township of West Windsor, County of Mercer
State of New Jersey

PRINCETON JUNCTION COMMONS LIMITED LIABILITY COMPANY,
a New Jersey limited liability company
(Mortgagor)

- to -

FIRST BANK,
a bank organized and existing under the laws of the State of New Jersey
(Mortgagee)

Dated: October 25, 2013

RECORD AND RETURN TO:

THE SPADACCINI LAW FIRM, LLC
Attorneys at Law
98 Franklin Corner Road
Lawrenceville, NJ 08648
Attn: DINO SPADACCINI

TITLE

EVOLUTION



ORIGINAL COPY

THIS INDENTURE, made this 24th day of January, nineteen hundred and eighty-five (19 85), between John E. Wiltahier Corporation, Inc., a corporation of the State of Virginia having its office at 341 Nassau Street, Princeton, New Jersey 08540 hereinafter called "Grantor", and

PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a corporation having its office at 80 Park Plaza, Newark, New Jersey, and NEW JERSEY BELL TELEPHONE COMPANY, a corporation having its office at 540 Broad Street, Newark, New Jersey, hereinafter called "Grantees". (If name of New Jersey Bell Telephone Company is deleted, the language of this indenture shall be deemed amended accordingly to apply to Grantor and Public Service Electric and Gas Company.)

WITNESSETH:

Grantor for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America to it in hand paid by Grantees, the receipt whereof is hereby acknowledged, and in consideration of the premises, covenants and conditions hereinafter contained and the annual benefits to be derived herefrom, has given, granted, and conveyed and by these presents does give, grant, and convey unto Grantees, the right, privilege, authority and an easement in perpetuity to install, construct, reconstruct, operate, maintain, inspect, repair, remove and replace utility facilities, hereinafter called "facilities" in, on, and over the property of Grantor, situate in the Township of West Windsor, Mercer County, New Jersey, approximately as shown on drawing number DP-11-19-3773 hereto attached, and hereby made a part hereof, for the purpose of supplying electric and telephone service thereto and for the conduct of their respective businesses, together with the right of access to said property for the aforesaid purposes.

Grantor grants to Grantees the right to trim and keep trimmed all trees which shall in any way interfere with the installation, operation, or maintenance of said facilities.

Grantees agree that said facilities shall be kept in proper condition and that when it opens or disturbs the surface of said property it will, at its own expense, restore the surface of said property to substantially the same condition in which it was immediately prior thereto.

Grantor shall comply with the requirements of the National Electrical Code and the National Electrical Safety Code as applicable to clearances to any buildings or structures and agrees that no buildings or structures shall be erected over or under said facilities.

If Grantor shall, at any time after the initial installation of said facilities, request Grantees to relocate said facilities to a different location or locations, it shall do so at such location or locations as shall be mutually satisfactory to the parties hereto, at the sole cost and expense of Grantor, Grantees to have the same rights and privileges in the new location or locations as in the former location or locations.

Grantor covenants to warrant generally the rights above granted, will procure such further assurance of the same as may be requisite, and that Grantees shall have the quiet possession thereof free from all encumbrances.

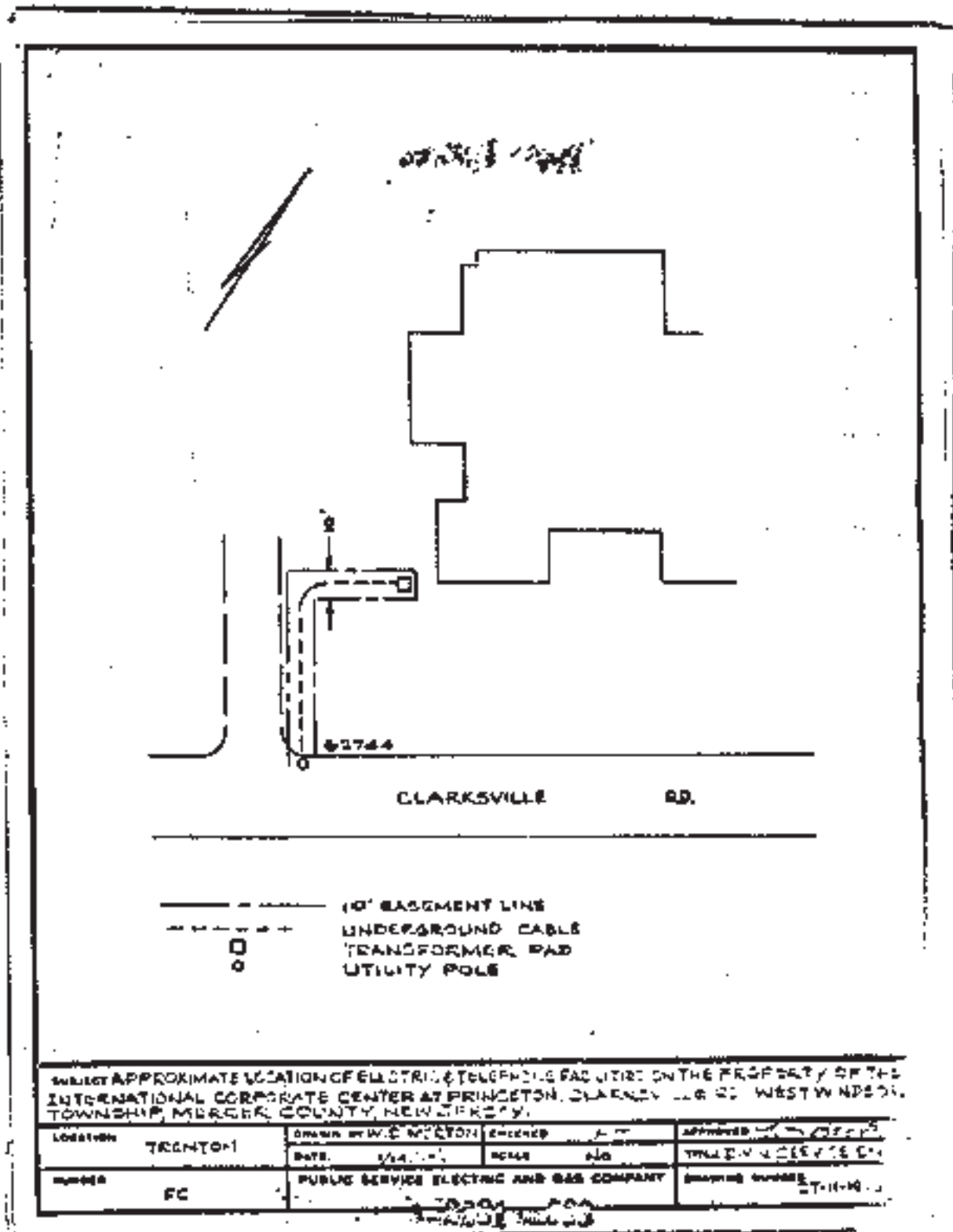
By the acceptance of this instrument Grantees agree to abide by the terms and conditions herein on their part to be performed and shall be deemed signatories hereto, and the provisions of this indenture shall inure to the benefit of and be obligatory upon the respective parties hereto and their heirs, executors, administrators, successors, and assigns.

2281 110503

Prepared by

William D. Minton

DB 2281-582



IN WITNESS WHEREOF, Grantor has duly signed and sealed these presents the day and year first above written.

Signed, sealed, and delivered

In the presence of

(Individual Signatures)

1985 JAN 2

0320 0224 652466 58 61 834 (L.S.)

(L.S.)

Corporate (Seal)

Attest:

[Signature]

[Signature]
Fleming Lofberg
Vice President

(Corporate Signatures)

Douglas Hardy
Vice President

STATE OF

COUNTY OF } ss.

(Individual Acknowledgments)

BE IT REMEMBERED, that on this
eleventh hundred and } day of

personally appeared

and acknowledged that I am entitled, the grantor mentioned in the within Indenture, signed, sealed, and delivered the same in voluntary act and deed, for the seal and purposes therein expressed. The full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, C.48, Sec. 2(C), is less than \$100.00.

Deed

3726

R+R
P.S.E + G. CO.
4440 Quakerbridge Rd.
Lawrenceville, N.J. 08648

141.00ppd.

BERT E. ORVIER, JR.
COUNTY CLERK
1 11 PM '85
RECORDED
IN COUNTY
CLERK'S OFFICE

STATE OF New Jersey }
COUNTY OF Mercer } ss.

BE IT REMEMBERED, that on this
eleventh hundred and eighty-five } day of January
State of New Jersey } before me, the subscriber, a Notary Public of the
Fleming Lofberg } personally appeared
John E. Miltshier, Inc. } who, I am entitled, is Vice President of

the Corporation named in and which executed the foregoing instrument and that said instrument was made by said corporation and sealed with its corporate seal, as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors. The full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, C.48, Sec. 2(C), is less than \$100.00.

Subscribed and Sworn to before
me this 11th day of January, 1985.

[Signature]

KAREN V. WHEELER
NOTARY PUBLIC OF NEW JERSEY
Lic. Commission Expires Dec. 24, 1988

702281 584

ORIGINAL COPY

THIS INDENTURE, made this 29 day of January, nineteen hundred and eighty-five (1985), between John E. Wiltshier Corporation, Inc. a corporation of the State of Virginia having its office at 341 Nassau Street, Princeton, New Jersey 08540 hereinafter called "Grantor", and

PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a corporation having its office at 80 Park Plaza, Newark, New Jersey, and NEW JERSEY BELL TELEPHONE COMPANY, a corporation having its office at 340 Broad Street, Newark, New Jersey, hereinafter called "Grantee". (If name of New Jersey Bell Telephone Company is deleted, the language of this indenture shall be deemed amended accordingly to apply to Grantor and Public Service Electric and Gas Company.)

WITNESSETH

Grantor for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, and in consideration of the premises, covenants and conditions hereinafter contained and the mutual benefits to be derived herefrom, has given, granted, and conveyed and by these presents does give, grant, and convey unto Grantee, the right, privilege, authority and an easement in perpetuity to install, construct, reconstruct, operate, maintain, inspect, repair, remove and replace utility facilities, hereinafter called "facilities" in, on, and over the property of Grantor, situate in the Township of West Windsor, Mercer County, New Jersey, approximately as shown on drawing number DF-11-19, 3774 hereto attached, and hereby made a part hereof, for the purpose of supplying electric and telephone service thereon and for the conduct of their respective businesses, together with the right of access to said property for the aforesaid purposes.

Grantor grants to Grantee the right to trim and keep trimmed all trees which shall in any way interfere with the installation, operation, or maintenance of said facilities.

Grantee agrees that said facilities shall be kept in proper condition and that when it opens or disturbs the surface of said property it will, at its own expense, restore the surface of said property to substantially the same condition in which it was immediately prior thereto.

Grantor shall comply with the requirements of the National Electrical Code and the National Electrical Safety Code as applicable to clearances to any buildings or structures and agrees that no buildings or structures shall be erected over or under said facilities.

If Grantor shall, at any time after the initial installation of said facilities, request Grantee to relocate said facilities to a different location or locations, it shall do so at such location or locations as shall be mutually satisfactory to the parties hereto, at the sole cost and expense of Grantor, Grantee to have the same rights and privileges in the new location or locations as in the former location or locations.

Grantor covenants to warrant generally the rights above granted, will execute such further insurance of the same as may be required, and that Grantee shall have the quiet possession thereof free from all encumbrances.

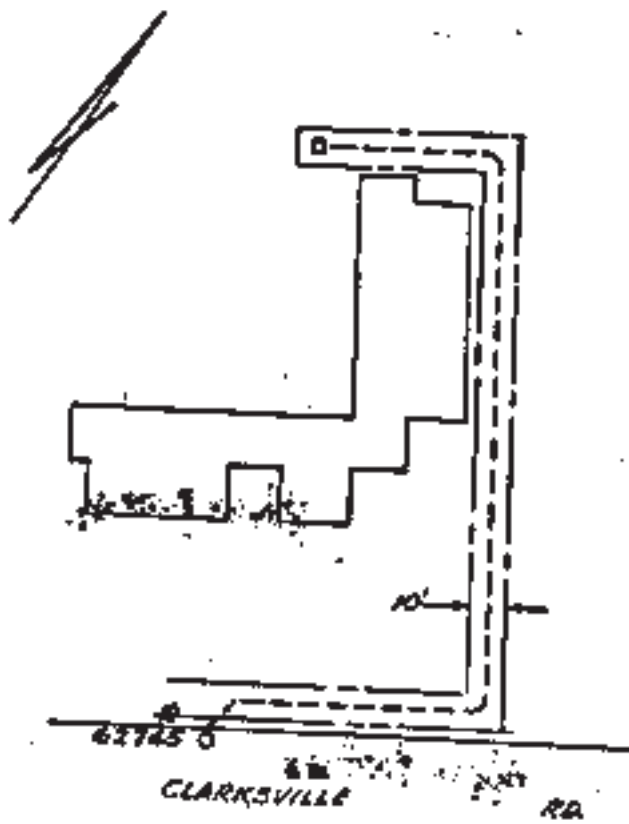
By the acceptance of this instrument Grantee agrees to abide by the terms and conditions herein on their part to be performed and shall be deemed signatories hereto, and the provisions of this indenture shall issue to the benefit of and be obligatory upon the respective parties hereto and their heirs, executors, administrators, successors, and assigns.

Prepared by William D. Horton
William D. Horton

DB 2281-585

41 3

11



PROPERTY OF
 LOCATION

10' EASEMENT LINE
 UNDERGROUND CABLE
 TRANSFORMER PAD
 UTILITY POLE

SHOWN APPROXIMATE LOCATIONS OF ELECTRIC & TELEPHONE FACILITIES ON THE PROPERTY OF THE GILLESPIE BUILDING CLARKSVILLE RD, WEST WINDSOR TOWNSHIP, MERCER COUNTY, NEW JERSEY.

LOCATION TRANTON	DRAWN BY H. G. M. STAFF	ENGINEER AT	APPROVED T. J. S. S. S.
DATE 1-15-82	SCALE AS SHOWN	TITLE DIVN SERVICE ENGR	
NUMBER FD	PUBLIC SERVICE ELECTRIC AND GAS COMPANY		DRAWING NUMBER DT-11-13-2774

IN WITNESS WHEREOF, Grantor has duly signed and sealed these presents the day and year first above written.

Signed, sealed, and delivered

(Individual Signatures)

in the presence of
SIA
HAYS J

DEED LICE 452401 58 61 92(L.S.)

(L.S.)

Corporate
(Seal)

(Corporate Signatures)

By Fleming
Fleming Lofberg
Vice President

Attest: D. Handy

Douglas N. Handy
Vice President
STATE OF

(Individual Acknowledgments)

COUNTY OF } SS.

BE IT REMEMBERED, that on this
eighth hundred and } before me, the subscriber,
day of

personally appeared

and acknowledged that who, I am satisfied, the grantor mentioned in the within instrument, signed, sealed, and delivered the same as voluntary act and deed, for the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1962, C.49, Sec. 70, is less than \$100.00

Deed
3727

RaR
P.S.E + G. Co.
4140 Quakerbridge Rd.
Lawrenceville, N.J. 07648

14.00 pd
E

STATE OF New Jersey } SS.
COUNTY OF Mercer

(Corporate Acknowledgments)

BE IT REMEMBERED, that on this
eighth hundred and eighty-five } before me, the subscriber, a Notary Public of the
State of New Jersey } personally appeared
Fleming Lofberg } who, I am satisfied, is Vice President of
John E. Wiltshier, Inc.

the Corporation named in and which executed the foregoing instrument and is the person who signed said instrument as such officer for and on behalf of said corporation and he acknowledged that said instrument was made by said corporation and sealed with its corporate seal, as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors. The full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1962, C.49, Sec. 70, is less than \$100.00.

Subscribed and sworn to before
me this 29 day of January, 1985

Karen V. Wheeler
KAREN V. WHEELER

2281 0587

This Indenture,

Between John E. Wiltshier Corporation, a Virginia registered corporation
141 Nassau Street
Princeton, NJ 08954

of the Township of Princeton, County of Mercer, and State of New Jersey, party of the first part,

Elizabethton Water Company

a corporation of the State of New Jersey, with principal offices at No. 1 Elizabethtown Place -
in the City of Elizabeth, County of Union, and State of New Jersey, party of the second part,

Witnesseth:

That the party of the first part, in consideration of the sum of (\$1.00) One Dollar lawful money of the United States of America, does grant and convey unto the party of the second part, its successors and assigns, a perpetual right of way and easement for the construction, laying, operation, maintenance of water mains, conduits and appurtenances through that certain tract of land described as being in the Township of West Windsor, County of Mercer, and State of New Jersey:

Describing a 15 Foot wide easement over lands of John E. Wiltshier Corporation situate in the Township of West Windsor, County of Mercer and State of New Jersey and shown on the West Windsor Township Tax Maps as Lot 15, Block S-10.

Attached is a copy of a map entitled, "Final Plat - Minor Subdivision, Tax Lot 15, Block S-10", prepared by Fellows, Hunt and Assoc., Inc., dated 12/16/83 showing said easement.

Prepared by: Walter K. Bradwell
Walter K. Bradwell
Attorney at Law
State of New Jersey

Vol. 2284 Page 657

Together with the right of ingress and egress to and from the lands for the aforesaid purposes.

Subject, however, to the party of the first part reserving the right to the full use of the land not inconsistent with this Grant and Conveyance.

January 24, 1985

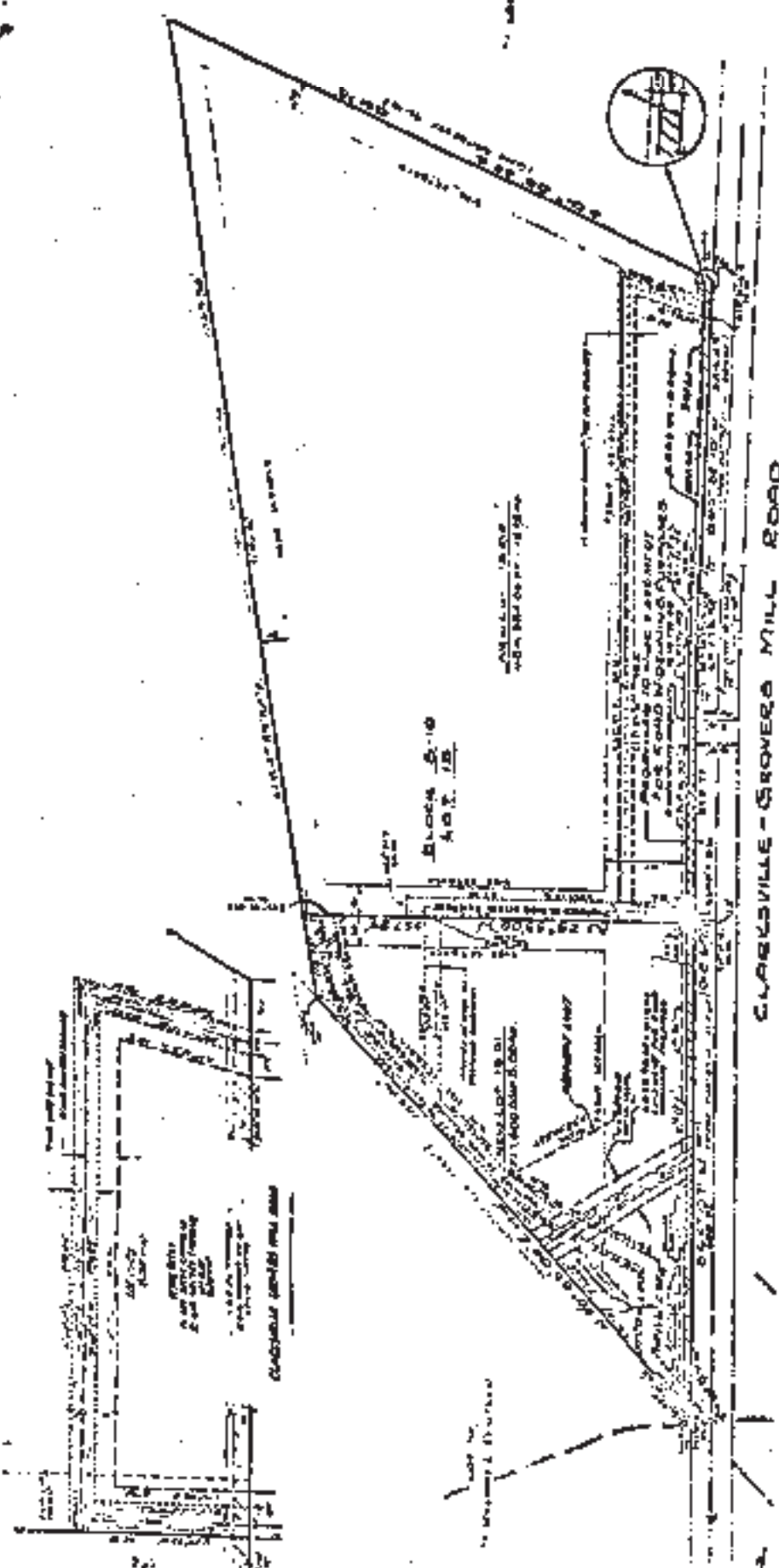
DESCRIPTION OF 15' WIDE
WATER EASEMENT ON LOT 15.02
BLOCK 3-10, WEST WINDSOR TOWNSHIP
MERCER COUNTY, NEW JERSEY

BEGINNING at a point being the following course from a point
referred to by an iron pin, said pin being in the northerly line of
Clarksville-Grover's Hill Road (60' R.O.W.), and also being the post
southeast corner of lot 16, Block 3-10. A) North 64°-07' East, a
distance of 402.92 feet to the point and place of beginning, running
thence;

- 1) Running along the Westerly line of Lot 15.02, Block 3-10, North
25°-53' West, a distance of 111.50 feet to a point, thence;
- 2) North 64°-07' East, a distance of 892.07 feet to a point, thence;
- 3) South 79°-14'-21" East, a distance of 111.04 feet to a point in
the 60' R.O.W. line of Clarksville-Grover's Hill Road, thence;
- 4) Along said R.O.W. line, South 65°-52'-10" West, a distance of 15.32 feet
to a point, thence;
- 5) North 69°-14'-21" West, a distance of 115.49 feet to a point, thence;
- 6) South 64°-07' West, a distance of 856.89 feet to a point, thence;
- 7) South 25°-53' East, a distance of 97.50 feet to a point in the afore-
mentioned 60' R.O.W. line, thence;
- 8) South 64°-07' West, a distance of 15.0 feet to the point and place
of beginning.

Containing 0.38⁴ Acres (16,543⁴ SQ. FT.) as shown on a map entitled
"Final Plat-Minor Subdivision, Tax Lot 15, Block 3-10" West Windsor
Township, Mercer County, New Jersey. Prepared by Fellows, Reed & Associates,
Inc., dated December 16, 1983.

WA 2284 REC 659

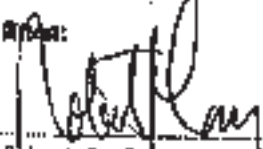


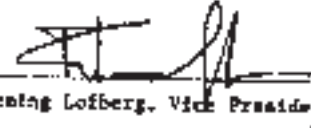
It is covenanted by the party of the first part that said party has the right to convey the said right of way and easement to the party of the second part and that said party is the true, lawful and right owner of all and singular the above described lands, and that the said lands at the time of the sealing and delivery of these presents are not encumbered by any mortgage, judgment, litemation or by any encumbrance whatsoever, by which the aforesaid right of way and easement hereby made, can or may be changed, charged, altered or defeated in any way whatsoever.

It is expressly agreed that the party of the second part may enter upon the above described lands for the purpose of erecting, installing, moving, removing, repairing, altering, maintaining or operating any structures, fixtures, appurtenances, equipment, pipes, mains, conduits or the like or for the purpose of maintaining such easement or right of way, without any prior notice being given to the party of the first part by the party of the second part and any and all such notice as is or may be required by any statute or law of the State of New Jersey or any other local or municipal ordinance is hereby waived by the party of the first part.

It is covenanted by the party of the second part that it will pay any damage which may arise to crops, fences or other property of the party of the first part by reason of the construction, laying, operation, maintenance of such ~~mains, conduits and appurtenances.~~ If the amount of said damage is not mutually agreed upon by the parties hereto the damage shall be determined by three disinterested persons, one to be appointed by the party of the first part, one by the party of the second part, and the third by two persons aforesaid, and the amount so determined by the aforesaid three persons under oath shall be final and conclusive.

In witness whereof, the party of the first part has set its hand and seal or caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereunto affixed this 27th day of February 1985.

Witness:

Robert P. Casey, Asst. Secretary

By: John E. Wiltshier Corporation
 (L.S.)
Fleming Loiberg, Vice President

(L.S.)

State of ~~New Jersey~~ Jersey, County of ~~_____~~ _____
that on _____, 1985, before me, the undersigned,
personally appeared _____

who, I am satisfied, ~~is~~ the person named in and who executed the within instrument, and thereupon acknowledged that signed, sealed and delivered the same as act and deed, for the uses and purposes therein expressed, and that the full and actual consideration paid or to be paid for the transfer of title is really evidenced by the within deed, as such consideration is defined in P.L. 1985, c. 48, Sec. 1 (c), is \$ _____

State of ~~New Jersey~~ New Jersey, County of ~~_____~~ Mercer
that on ~~February 27~~ February 27, 1985, before me, the undersigned,
personally appeared Robert P. Casey

who, being by me duly sworn on a ~~is~~ oath, deposes and makes proof to my satisfaction, that he is the Assistant Secretary of John E. Wiltshier Corporation the Corporation named in the within instrument; that Fleming Loiberg is the Vice 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 Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by said Vice President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness, and that the full and actual consideration paid or to be paid for the transfer of title is really evidenced by the within deed, as such consideration is defined in P.L. 1985, c. 48, Sec. 1(c) is \$ 1.00

Sworn to and subscribed before me, the Notary aforesaid.

Notary: A. Harry Public of New Jersey
My Commission Expires Oct. 12, 1987
Robert P. Casey, Assistant Secretary

VR 2284 RE 661

6019

RIGHT OF WAY

and

EASEMENT AGREEMENT

ALBERT E. DRIVER, JR.
COUNTY CLERK

MAR 18 2 55 PM '85

RECEIVED
COUNTY CLERK'S OFFICE

Between

John E. Willablar Corporation

And

Elizabethton Water Company

RECORD AND RETURN TO:

Walter M. Braswell
Attorney at Law
1 Elizabethton Place
Elizabeth, NJ 07207

17.00pd
E.

Vol 2284 Page 662

\$13.00

CASH

MAR 18 85 339815 6019 DEED

Prepared by:

J. Christopher Baker
G. Christopher Baker, Esquire

GRANT OF EASEMENT

THIS GRANT OF EASEMENT, made this 16th day of September, 1985, by and

BETWEEN: JOHN E. WILTSHER CORPORATION, a corporation with its office located at 341 Nassau Street, Princeton, New Jersey 08540;

(hereinafter referred to as "Grantor");

AND: TERRY O. BLACKBURN and MARGARET C. BLACKBURN, residing at 219 Hendrickson Drive, Princeton Junction, New Jersey 08550, and their successors and assigns,

(hereinafter referred to as "Grantee")

WITNESSETH, that for and in consideration of the sum of ONE (\$1.00) DOLLAR paid to Grantor by Grantee at or before the unsealing and delivery of these presents, receipt whereof is hereby acknowledged, Grantor has granted and by these presents does hereby grant to Grantee, its successors and assigns, (hereinafter referred to as "Grantee") a perpetual easement for the purposes hereinafter set forth, through, upon and under a portion of lands located on Clarkville Road, in the Township of West Windsor, County of Mercer and State of New Jersey known and designated as Lot 14, in Section 10 on the Tax Maps of the

Vol 2309 pg 123

Township of West Windsor (hereinafter referred to as the "Grantor's Premises"), which easement area is more fully described in Schedule A attached hereto and made a part hereof (hereinafter referred to as the "Easement Area").

It is the intent and purpose of these presents to grant to Grantee the right to use the Easement Area for and in connection with the construction, installation and operation of a drainage swale and appurtenances thereto to facilitate the drainage of storm waters from lands located on Clarksville Road in the Township of West Windsor, County of Mercer and State of New Jersey, known and designated as Lot 19, in Section 10 on the Tax Maps of the Township of West Windsor, which lands are presently owned by the Grantee and more fully described in Schedule B attached hereto and made a part hereof, together with the right to discharge storm waters from such swale onto the Grantor's Premises.

Grantee shall cause the construction of such drainage swale within twenty-four months of the date of this Grant of Easement; in the event such construction shall not have been substantially completed within such twenty-four month period, this Grant of Easement shall expire.

It is understood and agreed by the parties hereto that the Grantee shall maintain at its own cost and expense the drainage swale in good repair and condition, and that should they fail to

do so, the Grantor shall have the right to perform such maintenance.

Hereby reserving to Grantor and Grantor's successors and assigns, the right to use the Easement Area for any purpose not inconsistent with the terms hereof.

TO HAVE AND TO HOLD the foregoing easements and rights hereby granted unto and for the use of Grantee forever for the purposes set forth herein.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement the day and year first above written.

ATTEST:

JOHN E. NILTSHIER CORPORATION


Robert P. Casey
Assistant Secretary


Fleming Leffer
Executive Vice President

STATE OF NEW JERSEY
COUNTY OF MERCER

I CERTIFY that on September 16, 1985,
Robert P. Casey personally came before me and acknowledged
under oath, to my satisfaction, that:

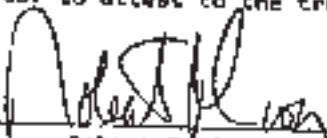
(a) this person is the Assistant Secretary of
JOHN E. WILTSHIRE CORPORATION, the corporation named in this
document;

(b) this person is the attesting witness to the signing of
this document by the proper corporate officer who is
Fleming Lofberg the Executive President of the
corporation;

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


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

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



Robert P. Casey
Assistant Secretary

Sworn to and Subscribed
Before me this 16th day
of September, 1985.


BARBARA ANN M. WARNER
A Notary Public of New Jersey
My Commission Expires Oct. 12, 1987

SCHEDULE A
METES AND BOUNDS DESCRIPTION OF A PRIVATE DRAINAGE EASEMENT
AT A PORTION OF SECTION 10 LOT 15.02
NOW JOHN E. WILTSHIER CORPORATION
SITUATED IN THE TOWNSHIP OF WEST WINDSOR
MERCER COUNTY, NEW JERSEY

Beginning at a point and existing property corner in the Township of West Windsor, Mercer County, New Jersey, said point being the northeast corner of Tax Map Section 10 Lot 15.02 said point forming the common corner between lands now or formerly John E. Wiltshier Corporation on the southwest, lands now or formerly Leonard Anklowitz on the southeast, and Council Right-of-Way to the north, and from said beginning point running, thence (1) along the easterly line of lands now or formerly John E. Wiltshier Corporation, South 1 degree 58 minutes 49 seconds East 47.95 feet to a point; thence (2) South 34 degrees 12 minutes 38 seconds West, parallel and 40 feet distant southeasterly from the northwesterly line of lands of said Wiltshier, 118.55 feet to a point; thence (3) North 35 degrees 27 minutes 22 seconds West 40.00 feet to a point in the northwesterly line of said Wiltshier aforementioned; thence (4) North 54 degrees 32 minutes 38 seconds East along said northwesterly line of lands now or formerly Wiltshier, 145.00 feet to the point or place of Beginning.

Containing 5,271 square feet of land, be the same more or less.

Comprising a strip of land 40 feet in width, and having an average length of 131.78 feet, more or less, adjacent southeasterly and contiguous with the northerly property line of said Section 10 Lot 15.02 aforementioned, and extending from lands now or formerly Leonard Anklowitz on the east, westerly to a point and therein ending.



Official Record of
Survey Map No. 123
County of Windsor, Michigan
Date of Recording 12/15/2011

SCHEDULE B

METES AND BOUNDS DESCRIPTION OF REVISED LOT 19,
SECTION 10, TOWNSHIP OF WEST WINDSOR,
TAX ASSESSMENT MAP AFTER DEDICATION OF 10 FEET
OF ADDITIONAL RIGHT-OF-WAY AT THE
CLACKSVILLE ROAD FRONTAGE OF SAME.

BEGINNING at a point in the common property line of lots 13 and 14 in section 10, Township of West Windsor Tax Assessment Map, said point being the new southwesterly corner of said lot 19, now or formerly Blackburn, in the easterly line of lands now or formerly Leonard Ankowitz, and from said beginning point running thence:

1. Along the new northerly side line of Clacksville Road, parallel and 40' northerly from the centerline of same, North 63 degrees 43 minutes 39 seconds East 403.22 feet to a point of curve; thence
2. Northeasterly on a curve to the left having a radius 5,689.65 feet and arc distance of 222.92 feet to a point, the chord of said arc bearing North 62 degrees 36 minutes 18 seconds East 222.90 feet; thence
3. North 70 degrees 00 minutes 56 seconds West along the southwest-erly line of lot 10 in section 10 as shown on the Tax Assessment Maps of the Township of West Windsor, now or formerly lands of Princeton-Windsor Group, and partially along lands of lot 3, section 10 as shown on the aforementioned Tax Assessment Maps, now or formerly lands of Correll/Antract Right-of-Way, 1,092.24 feet to a point and corner; thence
4. Along the lands of Ankowitz aforementioned, South 35 degrees 10 minutes 57 seconds East 803.89 feet to the point or place of BEGINNING.

vx2309 ea123



Containing 5.732 acres of land, be the same more or less.

Notes and Bounds Description

Prepared By: CME ASSOCIATES Consulting
and Municipal Engineers
7141 Bordentown Avenue
Paris, New Jersey 08859

Gerard A. Gessner, Jr., P.E. & L.S. 014167
Dated April 29, 1985

File Y24 5001/V14852

23058

Recd

17-64

Recd & Return to:

LAW OFFICE
MCCARTHY AND ECHATZMAN
A PROFESSIONAL CORPORATION
300 ALEXANDER STREET
WEST ORANGE, N.J. 07060
PRINCIPAL NEW JERSEY 00340-0848
Attn: Richard Echatzman

RECEIVED & RECORDED
MERCER COUNTY
CLERK'S OFFICE

SEP 21 9 56 AM '85

58 42 PAS 60997E 85

ALBERT E. DAVENPORT, JR.
COUNTY CLERK
DEED, DEED

8 CHARGE \$17.00

vr 2309 nr 130

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Prepared by
[Signature]
Robert P. Casey
Attorney-at-Law of New Jersey

COUNTY OF MERCER
COMMISSIONER
REALTY DIVISION
DATE 12-31-98 BY *[Signature]*

SANITARY SEWER EASEMENT DEED

THIS INDENTURE made this 31st day of December, 1998, by and between John H. Wiltshier Corporation, a Virginia corporation, with offices at 101 Poor Farm Road, Princeton, New Jersey 08540 ("Grantor");

-and-

TOWNSHIP OF WEST WINDSOR, a public body, corporate and politic of the County of Mercer, State of New Jersey, whose post office address is Clarkville Road, Princeton Junction, New Jersey 08550 ("West Windsor"), (Grantee);

WITNESSETH:

That for and in consideration of the sum of less than ONE HUNDRED DOLLARS (less than \$100.00) paid to the Grantor by West Windsor at or before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, Grantor has granted and by these presents does grant to West Windsor an easement for the purposes hereinafter set forth, through, upon and under those lands in the Township of West Windsor, Mercer County, New Jersey, known as Lots 13.02 and 14.03, Block 8-10, on the West Windsor Township Tax Map, more particularly described as follows:

DB 2372-98

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FELLOWS, READ & ASSOCIATES, INC.
729 Alexander Road
Princeton, NJ 08540

December 30, 1988

DESCRIPTION OF
20' WIDE SANITARY SEWER EASEMENTS
ON LOT 15.02, BLOCK 5-10
WEST WINDSOR TOWNSHIP
MERCER COUNTY, NEW JERSEY

All that certain lot, parcel, or tract of land situate and lying in the Township of West Windsor, County of Mercer and State of New Jersey, and being more particularly bounded and described as follows:

BEGINNING at an iron pin on the southwesterly corner of tax map Lot 14, Block 5-10, and the northerly R.O.W. line of Clarkville-Grovers Hill Road (60' R.O.W.), and running, thence:

- A) South $65^{\circ}-52'-10''$ West, along said R.O.W., a distance of 384.48 feet, to a point of curvature, referabed by a concrete monument, thence;
- B) Continuing along said R.O.W., on a curve bearing to the left, having a radius of 3759.63 feet, and an arc length of 134.09 feet to a point, thence;
- C) North $25^{\circ}-53'-00''$ West, a distance of 87.65 feet along proposed property line to the point and place of BEGINNING, running, thence:
 - 1) North $25^{\circ}-53'-00''$ West, a distance of 20.00 feet to a point, thence;
 - 2) South $64^{\circ}-07'-00''$ West, a distance of 360.60 feet to a point, thence;
 - 3) South $25^{\circ}-53'-00''$ East, a distance of 107.50 feet to a point, thence;
 - 4) Along the most westerly R.O.W. line of Clarkville-Grovers Hill Road (60' R.O.W.), North $64^{\circ}-07'-00''$ East, a distance of 20.00 feet to a point, thence;
 - 5) North $25^{\circ}-53'-00''$ West, a distance of 87.50 feet to a point, thence;
 - 6) North $64^{\circ}-07'-00''$ East, a distance of 360.60 feet to the point and place of BEGINNING.

Containing 0.21 +/- acres (8962.00 +/- S.F.) and being in accordance with a map entitled "Proposed Major Subdivision, Lot 15.02, Block 5-10, West Windsor Township, Mercer County, New Jersey. Prepared by Fellows, Read & Associates, Inc., dated March 14, 1988, revised through December 30, 1988.

SR:gv

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It is the TRUE INTENT AND PURPOSE OF THESE PRESENTS TO convey to West Windsor the perpetual right to construct, reconstruct, inspect, enlarge, repair, maintain, operate or use within the limits of said lands, an underground sanitary sewer line as part of the public sanitary sewer system of West Windsor Township, including without limitation, the cleaning, clearing of obstructions from piping and the covering of the piping;

Additionally, it is the TRUE INTENT AND PURPOSE OF THESE PRESENTS TO convey to West Windsor a temporary right and easement over lands abutting the above-described lands along the sidelines of the above-described sanitary sewer easement being parallel to and distant fifteen (15) feet as measured at right angles from the above-described sidelines and such temporary right shall be limited to uses over the land for the original construction and installation of the adjacent sewer line.

PROVIDED, that on the completion of any work relating to the aforesaid purposes, West Windsor shall cause all equipment, tools and implements used in such work and all materials not incorporated therein to be removed from said lands and shall cause said lands to be restored to the condition it was in prior to the commencement of the said work.

HEREBY RESERVING to the Grantor and the Grantor's heirs, executors, administrators, successors and assigns, the right to use the said lands for any and every purposes not inconsistent with the terms of this deed.

TO HAVE AND TO HOLD the said easement unto and to the use of the said West Windsor, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed hereunto and affixing the corporate seal the day and year first above written.

ATTEST:
By: Robert P. Casey
Robert P. Casey, Secretary

JOHN E. WILTHEIER CORPORATION
By: Flanning Lofberg
Flanning Lofberg
Attorney-in-Fact

00023720101

STATE OF NEW JERSEY
COUNTY OF MERCER

I certify that on December 31, 1988, personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) This person is the secretary of John E. Miltshier Corporation, the corporation named in this Deed;
- (b) This person is the attesting witness to the signing of this Deed by the proper corporate officer who is Planning Lofberg, Attorney-in-Fact for John E. Miltshier Corporation;
- (c) This Sanitary Sewer Easement Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) This person knows the proper seal of the corporation which is affixed to this Deed;
- (e) This person signed this proof to attest to the truth of these facts and
- (f) The full consideration paid or to be paid for this Deed is less than \$100.00.

Robert P. Casey
Robert P. Casey

Signed and Sworn to before me on December 31, 1988.

Robert P. Casey

ROBERT P. CASEY
A Notary Public of the State of New Jersey
My Commission Expires Oct. 24, 1997

24-10-88

Part 34

RECORD AND RETURN TO:
TRENCH, CAMPBELL, NEWELL, BELMONT & JOYCE
121 Princeton Ave
Princeton, New Jersey 08540

ALBERT E. SWINERT, JR.
REC'D
MAY -2 11:02 53
MERCER COUNTY
CLERK OF SUPERIOR COURT
404453

34 BKED

A CASH \$20.00

239700001

Prepared by:

Elizabeth C. Lee
Attorney-at-Law of New Jersey

SANITARY SEWER EASEMENT DEED

This INDENTURE made this 9th day of June, 1987,
by and between JOHN E. WILTSHIER CORPORATION, a Virginia
corporation with offices at 92 Nassau Street, Princeton, New
Jersey 08540 ("Grantor");

-and-

THE TOWNSHIP OF WEST WINDSOR, in the County of Mercer, a Municipal
Corporation of the State of New Jersey, with offices located on
Clarksville Road, Princeton Junction, New Jersey 08550
("West Windsor");

WITNESSETH:

That for and in consideration of the sum of less than
ONE HUNDRED DOLLARS (less than \$100.00) paid to the Grantor by
West Windsor at or before the sealing and delivery of these
presents, receipt whereof is hereby acknowledged, Grantor has
granted and by these presents does grant to West Windsor an
easement for the purposes hereinafter set forth, through, upon

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and under those lands in the Township of West Windsor, Mercer County, New Jersey, known as Lots 15.02 and 15.03, Block S-10, on the West Windsor Township Tax Map, more particularly described as follows:

DESCRIPTION OF
AN FOOT WIDE EASEMENT BOUND ELEMENT
ON LOT 15.02, BLOCK S-10
WEST WINDSOR TOWNSHIP
MERCER COUNTY, NEW JERSEY

All that certain lot, parcel, or tract of land, situate and lying in the Township of West Windsor, County of Mercer, and State of New Jersey, and being more particularly bounded and described as follows:

BEGINNING at a point, said point being the northwesterly corner of Tax Map Lot 14, Block S-10, and the northerly R.O.M. line of Clarksville - Groves Hill Road (60' R.O.M.), and running thence:

- A. South $45^{\circ} 51' 00''$ West, along said R.O.M., a distance of 184.74 feet, to a point of curvature, referenced by a concrete monument, thence;
- B. Continuing along said R.O.M., on a curve bearing to the left, having a radius of 5759.65 feet, and an arc length of 114.09 feet to a point, thence;
- C. North $25^{\circ} 53' 00''$ West, a distance of 87.55 feet along proposed property line to the point and place of BEGINNING, ending, thence;
1. North $45^{\circ} 51' 00''$ West, a distance of 20.00 feet to a point, thence;
2. South $64^{\circ} 07' 00''$ East, a distance of 141.80 feet to a point, thence;
3. South $25^{\circ} 53' 00''$ East, a distance of 107.50 feet to a point, thence;
4. Along the most northerly R.O.M. line of Clarksville - Groves Hill Road (60' R.O.M.), North $64^{\circ} 07' 00''$ East, a distance of 20.00 feet to a point, thence;
5. North $25^{\circ} 53' 00''$ West, a distance of 87.50 feet to a point, thence;
6. North $64^{\circ} 07' 00''$ East, a distance of 141.80 feet to the point and place of BEGINNING.

Containing 0.21 +/- acres (9777.00 +/- S.F.) and being in accordance with a map entitled "Proposed Major Subdivision, Lot 15.02, Block S-10, West Windsor Township, Mercer County, New Jersey". Prepared by Fallman, Reed & Associates, Inc., dated March 14, 1984, revised through March 11, 1987.

1002107 12502

**DESCRIPTION OF
20 FOOT WIDE EASEMENT SETTING
ON LOT 15.02, BLOCK 9-10
WEST WINDSOR TOWNSHIP
MORRIS COUNTY, NEW JERSEY**

All that certain lot, parcel, or tract of land, situate and lying in the Township of West Windsor, County of Morris, and State of New Jersey, and being more particularly located and described as follows:

beginning at a point, said point being the southeastern corner of Lot 15.02 and the northerly R.O.W. line of Clarksville - Groves Mill Road (40' R.O.W.), and running, thence:

- A. North 27° 33' 00" East, a distance of 87.43 feet to the point and place of BEGINNING, running, thence;
1. North 35° 53' 00" West, a distance of 20.00 feet to a point, thence;
2. North 64° 07' 00" East, a distance of 519.72 feet to a point, thence;
3. South 09° 18' 21" East, a distance of 126.13 feet to a point, thence;
4. Along the northerly R.O.W. line of Clarksville - Groves Mill Road (40' R.O.W.), South 66° 53' 00" West, a distance of 28.10 feet to a point, thence;
5. North 09° 18' 21" West, a distance of 104.62 feet to a point, thence;
6. South 64° 07' 00" West, a distance of 492.66 feet to the point and place of BEGINNING.

Containing 0.28 +/- acres (12, 834 +/- S.F.) and being in accordance with a map entitled "Proposed Major Subdivision, Lot 15.02, Block 9-10, West Windsor Township, Morris County, New Jersey". Prepared by Fallose, Reed & Associates, Inc., dated March 14, 1984 revised March 11, 1987.

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It is the TRUE INTENT AND PURPOSE OF THESE PRESENTS TO convey to West Windsor the perpetual right to construct, reconstruct, connect, reconnect, inspect, enlarge, repair, maintain, operate or use within the limits of said lands, an underground sanitary sewer line as part of the public sanitary sewer system of West Windsor Township, including without limitation, the cleaning, clearing of obstructions from piping and the covering of the piping;

Additionally, it is the TRUE INTENT AND PURPOSE OF THESE PRESENTS TO convey to West Windsor a temporary right and easement over lands abutting the above-described lands along the sidelines of the above-described sanitary sewer easement being parallel to and distant fifteen feet as measured at right angles from the above-described sidelines and such temporary right shall be limited to uses over the land for the original construction and installation of the adjacent sewer line.

PROVIDED, that on completion of any work relating to the aforesaid purposes, West Windsor shall cause all equipment, tools and implements used in such work and all materials not incorporated therein to be removed from said lands and shall cause said lands to be restored to the condition it was in prior to the commencement of said work.

HEREBY RESERVING to the Grantor and the Grantor's heirs, executors, administrators, successors and assigns, the right to use the said lands for any and every purposes not inconsistent with the terms of this Deed.

TO HAVE AND TO HOLD the said easement unto and to the

proper use of the said West Windsor, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed hereunto and affixing the corporate seal the day and year first above written.

Witness:

JOHN E. WILTSHIER CORPORATION

By: [Signature]
Name: John F. Ryan
Title: Assistant Secretary

By: [Signature]
Name: Francis V. Kurl
Title: Executive Vice President

STATE OF NEW JERSEY :
COUNTY OF : SS.

I certify that on June 9, 1987, John F. Ryan personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) This person is the Assistant Secretary of John E. Wiltshier Corporation, the corporation named in this Deed;
- (b) This person is the attesting witness to the signing of this Deed by the proper corporate officer who is Francis V. Kurl, President of John E. Wiltshier Corporation;
- (c) This Sanitary Sewer Lateral Easement Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) This person knows the proper seal of the corporation which is affixed to this Deed;
- (e) This person signed this proof to attest to the truth of these facts; and
- (f) The full consideration paid or to be paid for this Deed is less than \$100.00.

Signed and Sworn to before me on June 9, 1987.

[Signature]
Attorney at Law for New Jersey

[Signature]
Name: John F. Ryan

0 2 3 9 7 0 0 0 0 0 6

Dad

023537

dad

ALBERT E. DRIVER JR.
CLERK

POST JUN 12 PM 3-36

RECEIVED
MERCER COUNTY
CLERKS OFFICE

26 sept.

023537 0006

Prepared by:

Elizabeth C. Lee
Attorney-at-Law of New Jersey

SANITARY SEWER EASEMENT DEED

This INDENTURE made this 9th day of June, 1987,
by and between JOHN E. WILTSHIER CORPORATION, a Virginia
corporation with offices at 92 Nassau Street, Princeton, New
Jersey 08540 ("Grantor");

-and-

THE TOWNSHIP OF WEST WINDSOR, in the County of Mercer, a Municipal
Corporation of the State of New Jersey, with offices located on
Clarksville Road, Princeton Junction, New Jersey 08550
("West Windsor");

WITNESSETH:

That for and in consideration of the sum of less than
ONE HUNDRED DOLLARS (less than \$100.00) paid to the Grantor by
West Windsor at or before the sealing and delivery of these
presents, receipt whereof is hereby acknowledged, Grantor has
granted and by these presents does grant to West Windsor an
easement for the purposes hereinafter set forth, through, upon

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and under those lands in the Township of West Windsor, Mercer County, New Jersey, known as Lot 15.02, Block 5-10, on the West Windsor Township Tax Map, more particularly described as follows:

All that certain lot, parcel, or tract of land situate and lying in the Township of West Windsor, County of Mercer, and State of New Jersey, and being more particularly bounded and described as follows:

BECDNDG at a point on the northerly R.O.W. line of Clarksville Groves Mill Road (40' R.O.W.), said point being the southeast corner of Lot 15.01, Block 5-10 and running, thence:

- A. North 25 53' 00" West, a distance of 105.83 feet along the easterly property line of Lot 15.01, Block 5-10 to the point and place of BECDNDG, and running, thence:
 1. North 25 53' 00" West, a distance of 14.14 feet to a point, thence;
 2. South 76 33' 00" East, a distance of 17.07 feet to a point on a 20' wide sanitary easement, thence;
 3. South 64 07' 00" West, a distance of 7.07 feet along said easement to a point, thence;
 4. South 25 53' 00" East, a distance of 7.07 feet to a point, thence;
 5. North 70 53' 00" West, a distance of 7.07 feet to a point on the easterly property line of Lot 15.01, Block 5-10, said point being the point and place of BECDNDG.

Containing 0.002 +/- acres (93.78 +/- S.F.), and being in accordance with a map entitled "Proposed Major Subdivision, Lot 15.02, Block 5-10, West Windsor Township, Mercer County, New Jersey". Prepared by Fellows, Reed & Associates, Inc., dated March 14, 1988. Revised through March 11, 1987.

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It is the TRUE INTENT AND PURPOSE OF THESE PRESENTS TO convey to West Windsor the perpetual right to construct, reconstruct, connect, reconnect, inspect, enlarge, repair, maintain, operate or use within the limits of said lands, an underground sanitary sewer line as part of the public sanitary sewer system of West Windsor Township, including without limitation, the cleaning, clearing of obstructions from piping and the covering of the piping.

PROVIDED, that on completion of any work relating to the aforesaid purposes, West Windsor shall cause all equipment, tools and implements used in such work and all materials not incorporated therein to be removed from said lands and shall cause said lands to be restored to the condition it was in prior to the commencement of said work.

HEREBY RESERVING to the Grantor and the Grantor's heirs, executors, administrators, successors and assigns, the right to use the said lands for any and every purposes not inconsistent with the terms of this Deed.

TO HAVE AND TO HOLD the said easement unto and to the proper use of the said West Windsor, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has caused these

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presents to be duly executed hereunto and affixing the corporate seal the day and year first above written.

Attest: JOHN E. WILTSHIER CORPORATION

By: [Signature] Name: Douglas Handley
Title: Executive Vice President

STATE OF NEW JERSEY :
COUNTY OF : SS.
:

I certify that on June 9, 1987 John F. Egan personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) This person is the Assistant secretary of John E. Wiltshier Corporation, the corporation named in this Deed;
- (b) This person is the attesting witness to the signing of this Deed by the proper corporate officer who is Douglas Handley, Executive Vice President of John E. Wiltshier Corporation;
- (c) This Sanitary Sewer Lateral Easement Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) This person knows the proper seal of the corporation which is affixed to this Deed;
- (e) This person signed this proof to attest to the truth of these facts; and
- (f) The full consideration paid or to be paid for this Deed is less than \$400.00.

Signed and Sworn to before me on June 9, 1987. [Signature]
Name: John F. Egan

[Signature]
Elizabeth C. Lee
Attorney at Law
New Jersey

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ALBERT E. DRIVER JR

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RECEIVED
HERCULES COUNTY
CLERK'S OFFICE

Map

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CROSS-EASEMENT AND SHARED-MAINTENANCE AGREEMENT

THIS CROSS-EASEMENT AND SHARED-MAINTENANCE AGREEMENT (hereinafter "Agreement"), dated as of June 9, 1987, by and between PRINCETON PARK ASSOCIATES, L.P. a New Jersey Limited Partnership hereinafter "Buyer", having its principal office at Suite 200, 110 Carnegie Center, Princeton, New Jersey 08540, and JOHN E. WILTSHIER CORPORATION, a Virginia corporation hereinafter "Wiltshier", having an office at 92 Nassau Street, Princeton, New Jersey 08540.

WITNESSETH:

WHEREAS, Buyer intends to acquire from Wiltshier certain premises (hereinafter "Office Tract"), located in the Township of West Windsor, County of Mercer, and State of New Jersey and designated on such Township's Tax Map as Block 3-10 and Lot 15.01; and

WHEREAS, Wiltshier is the owner of certain premises (hereinafter "Commercial Tract") located in the Township of West Windsor, County of Mercer, and State of New Jersey and designated on such Township's Map as Block 3-10 and Lot 15.02, which Commercial Tract borders the Office Tract along the latter's easterly boundary; and

WHEREAS, the Office Tract and the Commercial Tract are depicted on the Plan for proposed major subdivision dated March 14, 1986, as amended through March 11, 1987, prepared by Fellows, Reed & Associates (hereinafter "Plan"), a reduced copy of which is annexed hereto and made a part hereof as Exhibit A; and

Prepared by: Elizabeth C. Lee Esq.
Elizabeth C. Lee, Attorney at Law

DB 2397-12

WHEREAS, Buyer or its designee intends to purchase the Office Tract; and

WHEREAS, Wiltshier intends to develop certain commercial and office facilities on and further subdivide the Commercial Tract; and

WHEREAS, the subdivision plan accepted by the West Windsor Township Planning Board shows a roadway which shall surround both the Office Tract and the Commercial Tract (the "Master Plan Road") the portion of which located on the Office Tract has been constructed;

WHEREAS, Buyer and Wiltshier recognize that it is in their mutual interests to enter into an agreement relating to the creation of certain cross-easements and shared-maintenance obligations relating to the Master Plan Road, drainage basins, other drainage facilities, landscaping and other matter which benefit or service either or both of the Office Tract and the Commercial Tract; and

WHEREAS, it is the intention of the parties hereto to set forth their understanding with respect to the foregoing;

NOW, THEREFORE, for good and valuable consideration, and intending to be legally bound, the parties hereto agree as follows:

1. **Plat; Facilities.** The portion of the Master Plan Road, the detention basins, basin outlets, sanitary sewer trunk line, other sanitary sewer lines, storm sewer lines, water lines and hydrants (all of the foregoing collectively referred to as the "Facilities") which are the subject of this Agreement are graphically depicted on the Plat. Only those Facilities appearing on the Plat, or any revision thereof approved by the parties, shall fall within the purview of this Agreement. The parties acknowledge that the location of

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the Facilities on the Plat, attached hereto as Exhibit A, to merely a projection and that the Facilities, as constructed, may be somewhat different in number or scope, or may have a substantial different location or orientation. A revised Plat shall be prepared when the Facilities are constructed, and such revised Plat shall supersede that attached hereto.

The parties further acknowledge that the Plat was filed in the office of the Clerk of Mercer County on *May 12*, 1997 as Map No. 2854. To the extent the Plat may suggest an origin, purpose, location, dimension, scope or limitation of any easement or maintenance agreement different than, or inconsistent with, the promises, terms and conditions of this Agreement, the parties agree that this Agreement shall supersede the Plat, and this Agreement shall govern the scope and nature of all rights and obligations of the parties with respect to the easements and maintenance agreements referred to herein.

2. **Maintenance of Master Road.** The costs and expenses relating to the maintenance, repair or placement of the Master Pave Road located on Lot 13.03, shall be the sole responsibility of Bayer. All items of maintenance, repair or replacement of such roads shall be deemed to be covered by this Agreement, including, without limitation, sealing, resurfacing, striping, snow removal and curb repair.

3. **Detention Basins.** Nittaker hereby grants to Bayer and its successors and assigns, the perpetual right, easement and right-of-way over, through, into and under that certain detention basin located on the Commercial Tract within the area marked as such on the Plat attached hereto as Exhibit A and more particularly described in Exhibit C attached hereto, for water flow, overflow, drainage, runoff and spillage, whether sudden or non-sudden, from the adjoining portion of said drainage basin located on Lot

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15.02 as shown on said Plat. Buyer shall be responsible for all costs and expenses relating to the maintenance and repair of all detention basins.

4. **Maintenance of Basin Outlets.** Buyer shall be responsible for any and all costs and expenses relating to the maintenance, repair or replacement of any basin outlet connected to any detention basins.

5. **Maintenance of Sanitary Sewer Trunk Line.** All costs and expenses relating to the maintenance, repair or replacement of the sanitary sewer trunk line (hereinafter "Trunk Line") shall be shared equally by Buyer and Wiltshier on a 50/50 percentage basis. Notwithstanding the foregoing, if and when the responsibilities for maintenance of the Trunk Line are assumed by a governmental entity, or a public or private utility, the parties hereto shall be relieved of any and all obligations arising under this Paragraph 5 subject to the ordinances, rules and regulations of such entity.

6. **Maintenance of Other Sanitary Sewer Lines.** Buyer shall be responsible for all costs and expenses relating to the maintenance, repair or replacement of sanitary sewer lines servicing exclusively the Office Tract. With respect to any sanitary sewer line which services portions of both the Office Tract and the Commercial Tract, all costs and expenses relating to the maintenance, repair or replacement of such sanitary sewer line from the subdivision line to the connection with the Trunk Line shall be shared equally by Buyer and Wiltshier on a 50/50 percentage basis.

7. **Maintenance of Storm Sewer Lines.** Buyer shall be responsible for all costs and expenses relating to the maintenance, repair or replacement of all storm sewer lines servicing exclusively the Office Tract. Wiltshier shall be responsible for all costs and expenses relating to the maintenance, repair or replacement of all storm sewer lines servicing exclusively the Commercial Tract. With respect to any storm sewer line which

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service portions of both the Office Tract and the Commercial Tract, all costs and expenses relating to the maintenance, repair or replacement of such line shall be shared equally by Buyer and Wiltbier on a 50/50 percentage basis.

8. **Maintenance of Water Lines and Hydrants.** Buyer shall be responsible for all costs and expenses relating to the maintenance, repair or replacement of all water lines and hydrants which service exclusively the Office Tract. Wiltbier shall be responsible for all costs and expenses relating to the maintenance, repair or replacement of all water lines and hydrants which service exclusively the Commercial Tract. With respect to any water line or hydrant which services portions of both the Office Tract and the Commercial Tract, the costs and expenses relating to the maintenance, repair or replacement of any such water line or hydrant shall be shared equally by Buyer and Wiltbier on a 50/50 percentage basis. Notwithstanding the foregoing, if the municipality or any private or public utility company assumes the maintenance obligations with respect to any water lines or hydrants, the parties hereto shall be relieved of any and all obligations arising under this Paragraph 8 to the extent of such assumption.

9. **Maintenance of Landscaping.** Buyer shall be responsible for all costs and expenses relating to the maintenance of landscaping of the Office Tract. Wiltbier shall be responsible for all costs and expenses relating to the maintenance of landscaping of the Commercial Tract.

10. **Administration.** Buyer and Wiltbier agree that this Agreement shall be administered by an entity ("Administrator") mutually agreed upon by Buyer and Wiltbier. Unless and until Buyer and Wiltbier agree otherwise in the future, Buyer (or any condominium association or its successor) is hereby designated, and shall act, as the Administrator. The Administrator shall perform the duties of record-keeping.

correspondence, billings, supervision and meetings with professionals and contractors, to the extent such duties are generated by reason of the obligations of this Agreement.

Any billings made by the Administrator shall be paid by the party billed within thirty (30) days of the billed party's receipt of such invoice. If payment is not made in the thirty (30) day period, the other party to this Agreement shall be entitled to interest in the amount of such invoice at the per annum rate of fifteen percent (15%) commencing on such thirtieth (30th) day and accruing until the invoice is ultimately paid by the billed party. The other party to this Agreement or the Administrator shall be entitled to all rights and remedies at law or in equity to enforce its rights and to receive reimbursement, pursuant to this Paragraph. Buyer and Wiltshier shall share equally the costs of administration generated by this Agreement.

11. Consent of Other Party Required with Respect to Shared Expenses; Thresholds; Disputes. THE PROVISIONS OF PARAGRAPH 11 SHALL RELATE SOLELY TO THE MAINTENANCE, REPAIR OR REPLACEMENT OF THOSE FACILITIES FOR WHICH COSTS AND EXPENSES ARE TO BE SHARED BY BUYER AND WILTSHIER ON A 50/50 PERCENTAGE BASIS.

(A) Bills for Emergency Repairs. Either party to this Agreement may, without the consent of the other, incur bills for emergency repairs to any of the facilities subject to the provisions of this Paragraph 11. For the purposes of this Agreement, an emergency (hereinafter "Emergency") shall be defined as a sudden and unexpected happening or situation which causes, or threatens to cause, immediate personal injury or serious damage to property.

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(B) Certain Bills Not Exceeding \$1,000. Either party to this Agreement may, without the consent of the other, incur bills up to \$1,000 each for services and/or materials which such party deems reasonably necessary and proper for the maintenance, repair or replacement of any of the Facilities subject to this Paragraph B.

(C) Other Bills, Including Those In Excess of \$1,000. Any bills in excess of \$1,000 (and not otherwise within the purview of sub-paragraph (A) above) as proposed by a party, and as to which the other party refuses to provide written consent, the parties hereto shall promptly retain an impartial and mutually acceptable professional (hereinafter "Professional"), having relevant special knowledge or training, for the purpose of reviewing the need for the proposed services and materials in making a recommendation concerning the same. Both parties hereto shall, in such event, provide the Professional with all relevant data in support of their respective positions, and the Professional shall be empowered to consider any other additional data which he may deem relevant. As a condition of his employment to arbitrate the dispute, the Professional must agree to render a final decision or recommendation to the parties within not more than thirty (30) days after his retention. The decision or recommendation of the Professional regarding proposed services and expenditures shall be final and binding upon the parties to this Agreement, except as hereinafter provided.

(D) In the event that either (a) the parties cannot agree, within a reasonable period of time, upon the professional who shall be retained or (b) the retained professional has failed to render a decision within the required thirty (30) days, then either party may make demand that the dispute be submitted for final, binding arbitration in accordance with the then prevailing rules of the American Arbitration Association.

(ii) In the event of the submission of any dispute under this Paragraph to either a Professional or to formal arbitration proceedings for resolution, the parties agree that the party against whom the issue of "need" is decided shall bear the entire cost of the Professional as well as the cost associated with the formal arbitration, if applicable. Furthermore, if the expenditures in issue are deemed necessary, the parties shall share the same consistent with the relevant Paragraph of this Agreement.

12. Ability of Party to Maintain, Repair or Replace Facility For Which Obligation Does Not Otherwise Arise; Indemnification. THE PROVISIONS OF THIS PARAGRAPH 12 SHALL APPLY TO, AND ONLY TO, ALL FACILITIES NOT WITHIN THE PURVIEW OF LANDSCAPING. Notwithstanding anything in this Agreement to the contrary, without any obligation to do so, either party (hereinafter "Repairing Party") may effect maintenance, repairs or replacements to any of the Facilities or the landscaping for which such party is not otherwise responsible under the following two circumstances:

(a) an Emergency arises and the party otherwise responsible (hereinafter "Responsible Party") for the maintenance, repair or replacement obligation with respect to the Facility or landscaping in issue cannot promptly be reached, or is not able, or otherwise willing, to immediately address the Emergency; or

(b) despite the fact that the Responsible Party has the obligation for the maintenance, repair or replacement of the Facility or landscaping in issue pursuant to the terms of this Agreement, the Responsible Party has failed to fulfill such obligation within thirty (30) days of written notice from the Repairing Party of the reasonable need to effect such maintenance, repair or replacement, or with respect to any maintenance, repair or replacement which cannot be effected within a ten-day period, has failed to commence such maintenance, repair or replacement within such ten-day period and thereafter prosecute the same diligently to completion.

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In either of the foregoing situations, the Repairing Party, without any obligation to do so, may effect such maintenance, repair or replacement as the Repairing Party deems reasonably necessary and appropriate, and shall submit an invoice to the Responsible Party for all costs and expenses, direct and indirect, incurred or paid in connection with such maintenance, repair or replacement. The Responsible Party shall remit the full amount of such invoice to the Repairing Party within thirty (30) days of the Responsible Party's receipt of such invoice. If such payment is not made within such ten-day period, the Repairing Party shall be entitled to interest on the amount of such invoice at the per annum rate of fifteen percent (15%), commencing on such thirtieth day and accruing until the invoice is ultimately paid by the Responsible Party. The Repairing Party shall be entitled to exercise any and all rights and remedies at law or in equity to enforce its rights, and to receive reimbursement, pursuant to this Paragraph.

Under all circumstances, the Responsible Party shall indemnify and hold the Repairing Party harmless from and against any loss, cost, expense, damage, claim, liability or obligation arising, directly or indirectly, from the failure of the Responsible Party to fulfill its obligations of repair, maintenance or replacement under this Agreement.

12. **Ingress/Egress Easement Over Master Plan Road.** Buyer and Millstone shall each possess a non-exclusive easement for ingress and egress upon, over, and across the Master Plan Road as more particularly described in Exhibit D attached hereto and incorporated herein, for all intents and purposes as indicated on the Plan entitled "Proposed Major Subdivision", Lot 15.02, Block 5-16, West Windsor Township in Mercer County, New Jersey. This mutual non-exclusive easement shall arise and exist for the benefit of all owners, residents, occupants, guests and/or invitees of any portions of either the Office Tract or the Commercial Tract.

14. Non-Exclusive Easements for Utility Lines.

(A) Purpose. Buyer and Wiltshier each hereby grant and convey unto the other, as appropriate, easements and rights-of-way for the construction, reconstruction, maintenance, operation, repair and/or replacement of the sanitary sewer lines, storm sewer lines, basin outlets, and water lines depicted on the Plat. Such easements and rights-of-way also shall exist to allow any party to fulfill any of its obligations arising hereunder, and to allow any party to exercise any of its rights arising under Paragraph 11 or Paragraph 12.

(B) Location. Each party recognizes that the Plat presently depicts only the general courses of the various lines, and each party hereby agrees that the easements and rights-of-way hereby granted shall apply to the actual location of the respective lines as and when constructed. The easements and rights-of-way hereby granted shall each be twenty (20) feet in width with the centerline of each easement located directly over the centerline of the constructed pipeline or located as otherwise agreed upon. Upon construction of the various lines, the parties hereto agree that actual metes and bounds descriptions of the various easements as located pursuant to the "as-built" pipelines shall be prepared, and a supplemental instrument to this Agreement shall be recorded within six (6) months after completion of such installations to establish of record the precise location of these easements.

(C) Building Restrictions. Each party agrees not to construct any buildings, structures or other improvements over the easements herein granted, except for the Master Plan Road, paved parking areas, utility lines, sidewalks and curbs.

(10) Auxiliary Access Easements. Each party also hereby grants and conveys unto the other, as appropriate, the right of ingress and egress along and upon said easements and right-of-way and over and across the adjoining properties of the respective granting party to the extent reasonably necessary for the purpose of constructing, reconstructing, maintaining, operating, repairing and/or replacing said lines. In order to minimize disruption in landscaping, each party hereby also grants and conveys unto the other an easement and right-of-way upon, over and across any private roads or private rights-of-way which may be constructed on the Office Tract or the Commercial Tract, as the case may be, for access to any such utility line, and related easement, for purposes consistent with the rights and obligations of the parties under this Agreement.

11. Restoration of Landscaping/Improvements. Any party affecting the maintenance, repair or replacement of any facility shall restore, as nearly as reasonably possible to its original condition, any landscaping or improvements adversely affected or disrupted by such maintenance, repair or replacement. The party responsible for the cost of such maintenance, repair or replacement shall bear the cost of such restoration.

12. Drainage Swales. Buyer hereby grants to Mitshler, and Mitshler reserves unto itself, and its successors and assigns, the perpetual right, easement and right-of-way over, through, into and under that certain drainage swale located on the Office Tract within the area marked as such on the Plat attached hereto as Exhibit A and more particularly described in Exhibit B attached hereto, for water flow, overflow, drainage, runoff, spillage and upstream stormwater drainage, whether sudden or non-sudden, from any source. Buyer shall be responsible for all costs and expenses relating to the maintenance, repair and replacement of the drainage swale.

17. **Term.** This Agreement shall be effective immediately upon execution by Buyer and Wiltshier and shall remain in effect until the parties hereto mutually agree, in writing, to terminate this Agreement; provided, however, that to the extent the municipality, any other governmental agency, or a private or public utility accepts a dedication of any of the Facilities referred to herein, and assumes the maintenance thereof, the obligations or responsibilities created hereunder with respect to such Facility, to the extent accepted, shall be deemed terminated.

18. **Further Assurances.** Both parties hereto agree that they shall execute, acknowledge and deliver any and all other instruments or documents, and engage in any other further actions, which shall be deemed reasonably necessary or desirable to effect the purposes of this Agreement.

19. **Notices.** All notices given under this Agreement must be in writing, and shall be sent by certified mail, return receipt requested, addressed to the other party at the address set forth at the beginning of this Agreement. All such notices shall be effective upon receipt, or if delivery is refused, upon the third day after mailing.

20. **Waiver.** No exercise or waiver, in whole or in part, of any right or remedy provided for in this Agreement shall operate as a waiver of any other right or remedy, except as otherwise herein provided. No delay on the part of any party in the exercise of any right or remedy shall operate as a waiver thereof.

21. **Severability.** If any of the provisions of this Agreement shall be held invalid by a court of competent jurisdiction, such adjudication shall not affect the validity or enforceability of the remaining portions of this Agreement.

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12. Recording. The parties acknowledge that this Agreement shall be recorded in the office of the Clerk of Mercer County, New Jersey.


13. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of New Jersey.


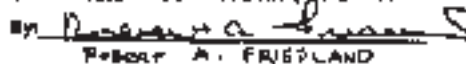
14. Entire Agreement. This Agreement constitutes the entire understanding between the parties concerning the subject matter herein contained. There are no oral promises, conditions, representations, undertakings, interpretations or terms of any nature as conditions or inducements to the signing of this Agreement which are in effect between the parties herein. This Agreement may not be amended, modified, altered, or waived, in whole or in part, except by a subsequent writing signed by the parties sought to be bound.

15. Heirs, Successors, Assigns Bound. The terms of this Agreement shall bind and inure to the benefit of Buyer and WHabler, their successors and assigns, heirs, personal representatives, administrators and executors.

IN WITNESS WHEREOF, Buyer and WHabler have caused this Agreement to be executed as of the day and year set above written.

ATTEST

GEORGE ELY

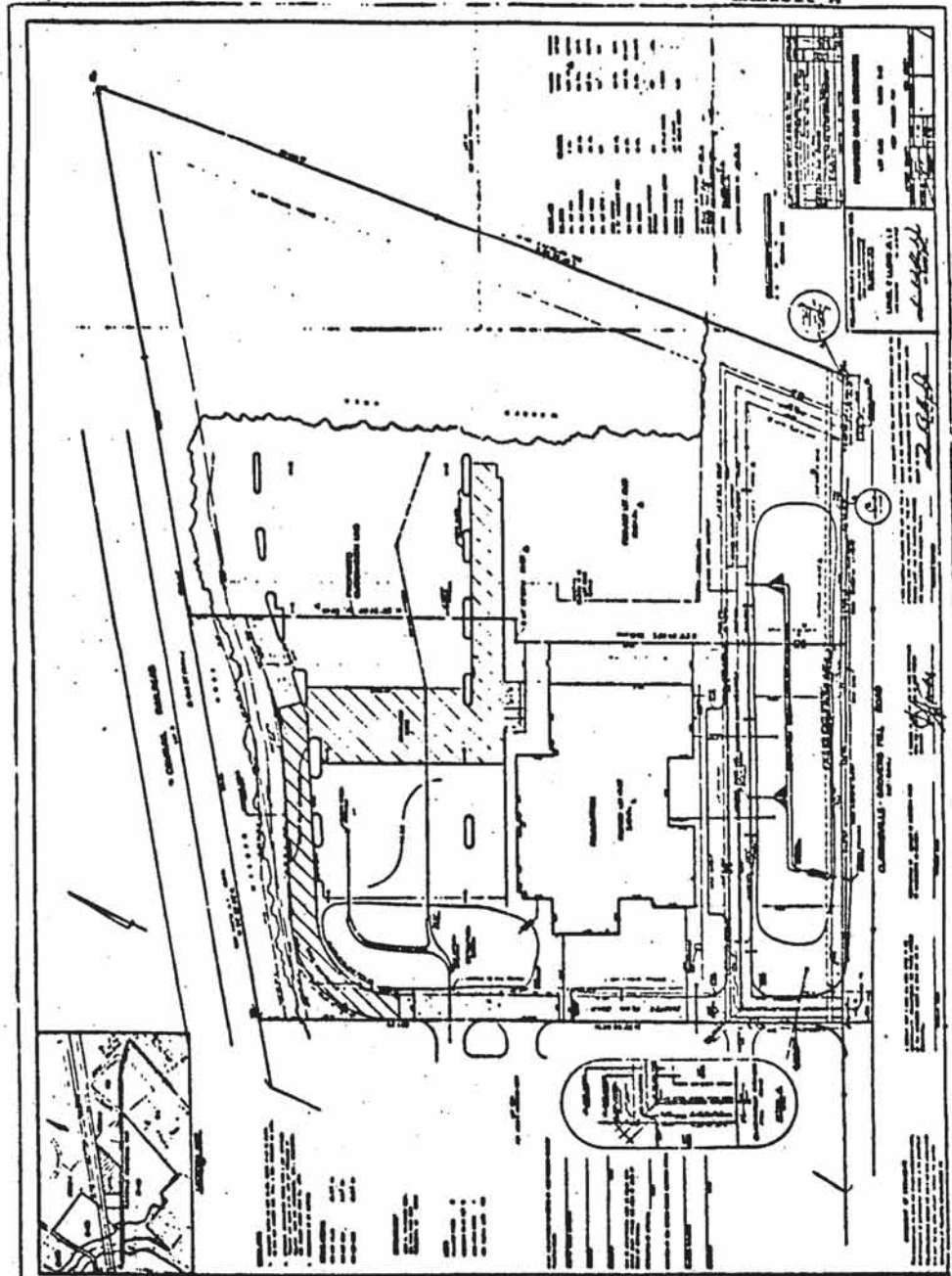
ATTEST

John F. Hand, Secretary
JOHN F. HAND, ACT Sec'y

PRINCETON ONE ASSOCIATES, C.P.

PRINCETON ONE ASSOCIATES, INC.
BY 
ROBERT A. FRIEDLAND

JOHN E. WILTSHIER CORPORATION
BY 
DOUGLAS H. HAND, Executive
Vice President

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Exhibit A



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Exhibit A

FELLOWS, BRAD & ASSOCIATES, INC.
729 Alexander Road
Princeton, N.J. 08540

DESCRIPTION OF A
DRAINAGE SWALE EASEMENT
THROUGH LOT 15.02, BLOCK 8-10
WEST WINDOW TOWNSHIP
MERCER COUNTY, NEW JERSEY

All that certain lot, parcel, or tract of land situate and lying in the town-
ship of West Window, County of Mercer, and State of New Jersey, and being
more particularly bounded and described as follows:

BEGINNING at a concrete monument on the northeasterly corner of Tax Map
Lot 17.01, Block 8-10 and the southerly property line of Lot 5, Block 8-10,
d/W Central Railroad and running, thence:

1. South 25° 53' 00" East, a distance of 33.72 feet to a point and place
of BEGINNING, and running, thence;
2. North 54° 32' 52" East, a distance of 137.82 feet to a point, thence;
3. North 41° 48' 52" East, a distance of 128.31 feet to a point, thence;
4. North 45° 48' 52" East, a distance of 171.43 feet to a point on the
westerly property line of Lot 15.02, Block 8-10, thence;
5. South 25° 53' 00" East, a distance of 31.20 feet along said property
line to a point, thence;
6. South 45° 48' 52" West, a distance of 101.58 feet to a point, thence;
7. South 61° 48' 32" West, a distance of 188.08 feet to a point, thence;
8. South 34° 33' 52" West, a distance of 100.00 feet to a point on the
westerly property line of Lot 17.01, Block 8-10, thence;
9. North 25° 53' 00" West, a distance of 30.28 feet along said property
line to a point and place of BEGINNING.

Containing 0.223 acres (9914.20s S.F.), and being in accordance with a
map entitled "Proposed Major Subdivision, Lot 15.02, Block 8-10, West Window
Township, Mercer County, New Jersey. Prepared by Fellows, Brad & Associates,
Inc., dated March 14, 1966, revised through March 31, 1987.

JWB:bs

302337 76026

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Exhibit C

FELLOWS, WEADE & ASSOCIATES, INC.
779 Alexander Road
Princeton, N.J. 08540

DESCRIPTION OF A
RETENTION BASIN EASEMENT
ON LOT 15.03, BLOCK 8-10
FOR LOT 15.02, BLOCK 8-10
WEST WINDSOR TOWNSHIP
MERCER COUNTY, NEW JERSEY

All that certain lot, parcel, or tract of land, situate and lying in the Township of West Windsor, County of Mercer, and State of New Jersey, and being more particularly bounded and described as follows:

BEGINNING at a point in the westerly line of Lot 15.03, Block 8-10, and the northerly R.O.W. line of Clarksville - Groves Mill Road (60' R.O.W.), West Windsor Township, Mercer County, New Jersey, said point being on a course North 25° 52' 00" West, 10.00 feet along the said westerly line from the southwest corner of the said lot and turning, thence:

1. North 25° 52' 00" West, along the westerly line of the said lot 15.03, a distance of 77.65 feet to a point, thence;
2. North 64° 07' 00" East, a distance of 492.84 feet to a point, thence;
3. South 09° 14' 21" East, a distance of 54.27 feet to a point, thence;
4. South 65° 52' 00" West, a distance of 131.65 feet to a point of curvature, thence;
5. Southwesterly, along a curve to the left, said curve having a radius of 5769.65 feet and an arc length of 134.29 feet to the point and place of BEGINNING.

Containing 0.52 +/- acres (40,050 +/- S.F.), and being in accordance with a map entitled "Proposed Major Subdivision, Lot 15.02, Block 8-10, West Windsor Township, Mercer County, New Jersey". Prepared by Fellows, Weade & Associates, Inc., dated March 14, 1984. Revised March 13, 1987.

JW:bs

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Exhibit D

WILSON, WOOD & ASSOCIATES, INC.
729 Alexander Road
Princeton, N.J. 08540

March 11, 1997

DESCRIPTION OF
NEEDLE PLAIN ROAD EASEMENT
ON LOT 15.02, BLOCK 8-10
WEST RIVERCHURCH TOWNSHIP
MORRIS COUNTY, NEW JERSEY

All that certain lot, parcel, or tract of land, situate and lying in the Township of West Riverchur, County of Morris, and State of New Jersey, and being more particularly bounded and described as follows:

BEGINNING at a point on the westerly R.O.W. line of Clarksville-Crowns Hill Road (40' R.O.W.), said point being the southeast corner of lot 15.02, Block 8-10 and proceeding, thence:

1. North $25^{\circ} 31' 00''$ West, a distance of 440.71 feet to a point of curvature, thence;
2. Along a curve bearing to the right having a radius of 104.00 feet an arc length of 104.04 feet to a point on the drainage easement, thence;
3. Along said easement, North $54^{\circ} 33' 52''$ East, a distance of 37.43 feet to a point, thence;
4. North $41^{\circ} 48' 52''$ East, a distance of 144.00 feet to a point, thence;
5. North $55^{\circ} 13' 41''$ East, a distance of 70.00 feet to a point, thence;
6. North $45^{\circ} 48' 52''$ East, a distance of 70.00 feet to a point, thence;
7. Along the westerly property line of lot 15.02, Block 8-10, North $25^{\circ} 31' 00''$ East, a distance of 77.39 feet to a point, thence;
8. South $48^{\circ} 48' 52''$ West, a distance of 105.00 feet to a point, thence;

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DESCRIPTION OF
MASTER PLAN ROAD
ON LOT 15.03, BLOCK 8-10
WEST WINDSOR TOWNSHIP
MERCER COUNTY, NEW JERSEY
PAGE 2

March 31, 1987

9. South $61^{\circ} 46' 32''$ West, a distance of 129.04 feet to a point of curvature, thence;
10. Along a curve bearing to the left having a radius of 75.00 feet, an arc length of 114.63 feet to a point, thence;
11. South $25^{\circ} 53' 00''$ East, a distance of 426.32 feet to a point, thence;
12. Along the northerly R.O.W. of Clarkville-Groves Mill Road (60' WIDE) South $64^{\circ} 07' 00''$ West, a distance of 28.00 feet to the point and place of BEGINNING.

Containing 0.35 +/- acres (23,766 +/- S.F.) and being in accordance with a map entitled "Proposed Major Subdivision, Lot 15.03, Block 8-10, West Windsor Township, Mercer County, New Jersey". Prepared by Palmer, Reed & Associates, Inc., dated March 14, 1986 revised through March 31, 1987.

JUDGE

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STATE OF NEW YORK
COUNTY OF NEW YORK

I certify that on June 9, 1987, GEORGE ELY, personally
came before me and this person acknowledged under oath to my satis-
faction, that:

1. This person is the Secretary of Princeton Park Associates, Inc.,
the corporation named in this Cross-Easement and Shared-Maintenance
Agreement;
2. This person is the attesting witness to the signing of this
Cross-Easement and Shared-Maintenance Agreement by the proper corporate
officer who is Robert A. Friedland, President of Princeton Park Associates,
Inc.
3. This Cross-Easement and Shared-Maintenance Agreement was signed
and delivered by the corporation as its voluntary act duly authorized by
a proper resolution of its Board of Directors;
4. This person knows the proper seal of the corporation which is
affixed to this Cross-Easement and Shared-Maintenance Agreement; and
5. This person signed this proof to attest to the truth of these
facts.


GEORGE ELY

Sworn and Subscribed to
before me this 9th day
of June, 1987



Notary Public
State of New York
My Comm. Expires 12/31/88
Qualified to Perform Notary Public Duties
According to Section 560-01, 560-02

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STATE OF NEW JERSEY :
COUNTY OF MONMOUTH :

I certify that on June 9, 1987 John F. Egan personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) This person is the Assistant Secretary of JOHN E. WILTSCHIER CORPORATION, the corporation named in this Agreement;
- (b) This person is the attesting witness to the signing of this Agreement by the proper corporate officer who is Douglas Mandy, Executive Vice-President of JOHN E. WILTSCHIER CORPORATION;
- (c) This Cross-lease and Shared Maintenance Agreement was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) This person knows the proper seal of the corporation which is affixed to this Agreement;
- (e) This person signed this proof to attest to the truth of these facts; and
- (f) The full consideration paid or to be paid for this Agreement is less than \$100.00.


John F. Egan

Signed and Sworn to before me
on June 9, 1987.


Elizabeth C. Lee
Attorney At Law for New Jersey

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02353

ALBERT E. DYVER JR

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09 JUN 17 19 36

ALLENDALE DISTRICT

HERSCHEY

FLORIDA

Blair

102357 P032

Prepared by:

Elizabeth C. Lee
Attorney-at-Law of New Jersey

DRIVEWAY EASEMENT DEED

This INSTRUMENT made this 25th day of June, 1957,
by and between GILLESPIE ADVERTISING, INC., a New Jersey
corporation with offices at Clarkville Road, Princeton, New
Jersey 08540 ("Grantor");

-and-

JOHN E. WILTSHIER CORPORATION, a Virginia corporation with
offices at 92 Nassau Street, Princeton, New Jersey 08540.
("Wiltshier");

WHEREAS, Grantor is the owner and in possession of the
real estate known as Lot 15.D1, Block S-10, on the West Windsor
Township Tax Map; and

WHEREAS, Wiltshier is the owner and in possession of
the real estate known as Lot 15.D2, Block S-10, on the West
Windsor Township Tax Map, which adjoins the foregoing; and

WHEREAS, Grantor has agreed to grant Wiltshier an
easement for driveway purposes upon the terms and conditions set
forth herein:

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WITNESSETH:

That for and in consideration of the sum of less than ONE HUNDRED DOLLARS (less than \$100.00) paid to the Grantor by Wiltahier at or before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, Grantor has granted and by these presents does grant to Wiltahier a driveway easement for the purpose hereinafter set forth, through, upon and under those lands in the township of West Windsor, Mercer County, New Jersey, known as Lot 15.01, Block B-10, on the West Windsor Township Tax Map, more particularly described as follows:

All that certain lot, parcel, or tract of land situate and lying in the Township of West Windsor, County of Mercer, and State of New Jersey, and being more particularly bounded and described as follows:

BEGLINING at a point on the northerly S.O.M. line of Clackville-Creyers Hill Road (60' S.O.M.), said point being the southeast corner of Lot 15.01, Block B-10 and running, thence:

1. South 44° 07' 00" West a distance of 5.00 feet along said S.O.M. to a point, thence;
2. North 29° 53' 00" West a distance of 11.00 feet to a point, thence;
3. North 84° 07' 00" East a distance of 5.00 feet to a point, thence;
4. South 25° 53' 00" East a distance of 90.00 feet to the point and place of BEGLINING.

Containing 0.78 acres (450± S.F.), and being in accordance with a map entitled "Proposed Major Subdivision, Lots 15.02, Block B-10", West Windsor Township, Mercer County, New Jersey, prepared by Fellows, Reed & Associates, Inc., dated March 14, 1986, revised through March 31, 1987.

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It is the TRUE INTENT AND PURPOSE OF THESE PRESENTS TO convey to Wiltchier, its successors and assigns the perpetual right, easement and right-of-way as and for driveway purposes and for ingress and egress to the office buildings located on Lot 15.07, Block 1-10.

PROVIDED, that the driveway is to be improved by curbside paving, or otherwise, as may be agreed by the parties and is to be maintained in good condition at the expense of the parties, and that said easement shall continue and remain in effect in perpetuity.

TO HAVE AND TO HOLD the said easement unto and to the proper use of the said Wiltchier, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed hereunto and affixing the corporate seal the day and year first above written.

Attest:

By: Richard A. Blaylock
Name:
Title: Secretary

GILLESPIE ADVERTISING, INC.

By: Richard J. Gillespie
Name:
Title: President

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STATE OF NEW JERSEY
COUNTY OF MERCER

I certify that on June 25, 1987,
personally came before me and this person acknowledged under
oath, to my satisfaction, that:

- (a) This person is the Secretary of Gillespie Advertising, Inc., the corporation named in this Deed;
- (b) This person is the attesting witness to the signing of this Deed by the proper corporate officer who is Richard J. Gillespie, President of Gillespie Advertising, Inc;
- (c) This Driveway Easement Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) This person knows the proper seal of the corporation which is affixed to this Deed;
- (e) This person signed this proof to attest to the truth of these facts; and
- (f) The full consideration paid or to be paid for this Deed is less than \$100.00.

Signed and Bound to become my
deputy on June 25, 1987.

Elizabeth A. Blazer
Name: Elizabeth A. Blazer

DOUGLAS PROOF
NOTARY PUBLIC, N.J. STATE
My Commission Expires July 27, 1991

029666 *Handwritten*

ALEQUIN E. ... JR.

JUN 22 11 3 09

Notary Public
Elizabeth A. Blazer

449,236
RECORD AND RETURN TO:
NEW JERSEY REALTY TITLE INSURANCE CO.
330 ALEXANDER STREET
CX 5286
PRINCETON, N.J. 08540

Handwritten: 1166
2400

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DRAINAGE EASEMENT

BETWEEN JOHN E. WYLSHIEK CORPORATION, a corporation of the State of Virginia, whose address is 1111 Princess Park, Lawrenceville, New Jersey hereinafter designated as the Grantor.

AND


THE TOWNSHIP OF WEST WINDSOR, a public corporation of the State of New Jersey having its principal office at the Township Municipal Building, Clarkeville and North Post Roads, Princeton Junction, New Jersey, the Grantee, hereinafter referred to as the Township.

W I T N E S S E T H :

The party of the first part, for and in consideration of the sum of One (\$1,001) Dollars, lawful money of the United States of America, and other good and valuable consideration, to the party of the first part in hand well and truly paid by the party of the second part at or before the signing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, released, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, release, convey and confirm unto the party of the second part, its successors and assigns forever:

A perpetual easement and right-of-way, for the purpose of installing, constructing, reconstructing, inspecting, maintaining and repairing storm drainage facilities including pipelines, and/or mains, headwalls, conduits, catch basins and other devices for drainage purposes, including the perpetual right to enter and reenter upon the premises hereinafter described, from time to time, by its agents, servants and contractors, on foot and with vehicles and machinery, for the purpose of constructing, reconstructing, inspecting, maintaining, repairing and replacing the pipelines, mains,

Prepared by:


Robert W. Case,
Attorney-at-Law of New Jersey

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headwalls, conduits, catch basins and other devices, and the further right to remove trees, bushes, shrubs, undergrowth and other obstructions interfering with the location, construction, and maintenance of said storm drainage sewer pipelines, and/or mains, headwalls, conduits, catch basins and other devices, restore the surface of the ground as nearly as may be practicable to the condition in which the same was found prior to such work being undertaken provided, however, that this restoration clause specifically excludes replacement of trees and shrubs which because of their location within the easement must necessarily be removed to accommodate construction and maintenance of facilities, and it is further limited to replacement of trees and shrubs for the complete restoration of the area and not on a tree for tree or shrub for shrub basis or like or similar kind of size.

The land affected by the grant of this perpetual easement right-of-way is located in the Township of West Windsor, County of Mercer and State of New Jersey, and is more particularly described in Schedule "A" attached hereto and made a part hereof.

The party of the second part agrees to indemnify and hold the party of the first part harmless from and against all claims, actions, demands, and liabilities based on property damage and/or personal injury including wrongful death occasioned by the act and/or omission of party of the second part, its agents, employees, invitees, servants, successors or assigns in connection with the construction, reconstruction, inspection, maintenance, and/or repair of the pipeline and/or mains, headwalls, conduits, catch basins and other devices authorized for installation on the party of the first part's land pursuant to this Agreement.

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Reserving unto the Grantor the right to use and maintain the surface of the land within the easement in any manner not inconsistent with the rights herein granted, provided, however, that no building or permanent structures shall be erected by the party of the first part on, in or above the premises of the easement, which would in any way effect the rights of the party of the second part in its use of easement and right of way.

TO HAVE AND TO HOLD the above mentioned and described easement, unto the said party of the second party, its successors and assigns, to the only proper use, benefit, and benefit of the said party of the second part, its successors and assigns forever, for the use and purposes hereinabove mentioned and provided.

By the acceptance of this easement, the party of the second part agrees to abide by the terms and conditions herein on its part to be performed and shall be deemed a signatory hereto.

IN WITNESS WHEREOF, the party of the first part has hereunto set their hands and seals this 12th day of October, 1989.

Attested by:


Robert F. Cooley

JOHN W. WILTSCHIK CORPORATION

By: 
Michael J. Wills, President

VOL 2505 PG 435-A

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EXHIBIT "A"

FELLOWS, READ & ASSOCIATES, INC.
300 ALEXANDER PARK
PRINCETON, NEW JERSEY 08540

JULY 17, 1989

DESCRIPTION OF
25' WIDE OVERIDGE SHALE EASEMENT
ON LOT 15.03, BLOCK S-10
WEST WINDSOR TOWNSHIP
MERCER COUNTY, NEW JERSEY

All that certain lot, parcel, or tract of land, situate and lying in the Township of West Windsor, County of Mercer, and State of New Jersey, and being more particularly bounded and described as follows:

BEGINNING at a point, said point being the northwesterly corner of Lot 15.01, and running, thence;

1. South 25° 53' 06" East, a distance of 28.87 feet to the point and place of beginning, running, thence;
2. North 64° 29' 22" East, a distance of 96.89 feet to a point, thence;
3. North 64° 35' 28" East, a distance of 137.71 feet to a point, thence;
4. North 32° 06' 26" East, a distance of 57.47 feet to a point, thence;
5. North 60° 14' 44" East, a distance of 306.79 feet to a point, thence;
6. North 61° 00' 22" East, a distance of 722.49 feet to a point on the westerly boundary line of lot 15.03, thence;
7. Along said boundary line South 61° 58' 32" East, a distance of 27.86 feet to a point, thence;
8. South 43° 09' 22" West, a distance of 210.26 feet to a point, thence;
9. South 60° 31' 43" West, a distance of 299.88 feet to a point, thence;
10. South 32° 06' 26" West, a distance of 78.49 feet to a point, thence;
11. South 64° 29' 26" West, a distance of 160.89 feet to a point, thence;
12. South 51° 51' 24" West, a distance of 57.12 feet to a point on the westerly boundary line of lot 15.03, thence;
13. Along said boundary line North 35° 53' 00" West, a distance of 33.60 feet to the point and place of BEGINNING.

Containing 0.46 +/- acres (20,085 +/- S.F.) and being in accordance with a map entitled "Master Site Plan, Lot 15.03, Block S-10, West Windsor Township, Mercer County, New Jersey". Prepared by Fellows, Read & Associates, Inc., dated October 13, 1988 Revised July 17, 1989

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STATE OF NEW JERSEY
COUNTY OF MERCER

I CERTIFY that on October 11, 1988, ROBERT
S. CAREY, personally came before me, and this person acknowledged
under oath, to my satisfaction, that:

- (a) this person is the secretary of John T. Maltbie
Corporation, the corporation named in this document;
- (b) this person is the attesting witness to the signing
of this document by the proper corporate officer
who is Michael J. Ellis, the President of the
corporation;
- (c) this document was signed and delivered by the
corporation as its voluntary act duly authorized
by a proper resolution of its Board of Directors;
- (d) this person knows the proper seal of the corporation
which was affixed to this document; and
- (e) this person signed this proof to attest to the truth
of these facts.

[Signature]
Notary Public of the State of
New Jersey

My Comm. Expires 12/31/90
A Notary Public of the State
of New Jersey Expires 12/31/90

Dead

2000-10-31

027431
ALBERT E. BIRNBAUM
COUNTY CLERK
MERCER COUNTY
TREASURER
MERCER COUNTY
CLERK'S OFFICE

Handwritten:
Sense Greg Wilgys
3131 Princeton Pike
Lawrenceville, GA 30046

02505 76437

00025140400

Approved by: William A. [Signature]
Deputy Attorney General

Office 88-1747



CONSERVATION AND MAINTENANCE AGREEMENT

DELAWARE AND MARYLAND
CANAL COMMISSION

In consideration for the approval by the Delaware and Maryland Canal Commission of the State of New Jersey, of the storm water management plans for a certain project located within the Delaware and Maryland Canal State Park review zone proposed by JOSE E. MITSCHKE CORPORATION, the owner/contract purchaser (circle one) (hereinafter "the Owner") of the property upon which the project will be located, has granted to the Commission a Conservation and Maintenance Easement to insure that the required storm water management facilities are maintained in accordance with Commission regulations. In relation thereto, the parties agree as follows:

1. JOSE E. MITSCHKE CORPORATION, a corporation/partnership/individual (circle one) of the State of Virginia, with its principal office/residence (circle one) in the State of New Jersey located at 2400 West 7th, 1111 Braddock Pike, Leesville, VA 22644 is the owner/contract purchaser (circle one) of the lands in the Township of West Windsor, Sussex County more particularly known as Block(s) 1-15 Lot(s) 15-29 on the tax map of the West Windsor Township/County of Sussex, New Jersey which lands are located at 2400 West 7th (street address) ("subject property"). In connection with a project proposed to be located on the subject property, Owner has submitted to the Delaware and Maryland Canal Commission the plans for the construction and installation of

102514-0438

storm water management facilities upon the premises in order to comply with the Commission's review some regulations. These plans are contained in certain documents filed with the Commission as more particularly identified in the staff report by the Commission dated 12/1/84, a copy of which report is attached hereto and made a part hereof.

2. On 12/1/84, the Commission approved the storm project application, and as a condition of its approval, the Commission required the applicant to insure that the storm water management facilities are maintained in a manner that will provide for their compliance with the standards and criteria enumerated in the Delaware and Mexican Canal State Park review some regulations then in force.

3. The Owner hereby agrees to properly maintain the storm water management facilities to insure said facilities function in accordance with the Delaware and Mexican Canal State Park review some regulations in force as of this date and as set forth in the approved engineering plans dated 12/1/84. In the event that the Owner fails to comply in any respect in this obligation, Owner agrees, upon notification from the Commission, that the Commission shall have all of the rights and remedies afforded it by law for the enforcement of this conservation and maintenance easement agreement including the right to specifically enforce the same, and it further agrees that Owner, provided it is not in compliance, will remain liable for the cost of such proceedings as well as the cost and expenses incurred by the Commission relating to any required maintenance of the storm water

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management facilities performed by the Commission. In this connection, Owner agrees that the Commission (its agents, servants, and employees, subject to forty-five (45) days' prior written notice to Owner and any lender of record) are hereby given access to that portion of the subject property affected by the storm water management facilities for the purpose of cleaning, repairing, and maintaining the approved storm water management facilities to insure these facilities comply with the standards and criteria of the review zone regulations as now in effect and the approved plans. Prior to the commencement of any proceedings to enforce this agreement and prior to incurring any cost or expense for which the Owner assumes liability, the Commission will give the aforementioned forty-five (45) days notice of Owner and any lender of record, if any, together with an estimate of the costs, of its intention to so proceed or to incur such expenses and will afford the Owner and lender of record, if any, this time as may be extended with approval of the Delaware and Saratoga Canal Commission to remedy any defect or deficiency relating to the condition of the storm water management facilities. The Commission shall not unreasonably withhold approval for an extension. Notwithstanding the rights granted herein to the Delaware and Saratoga Canal Commission of the State of New Jersey, such rights do not include the right to alter any buildings on the property and to disturb the use thereof other than for the purpose of cleaning, repairing and maintaining the approved storm water management facilities contained thereon to insure their compliance with the standards and criteria of the review zone regulations as in effect on the date that this agreement is recorded, and the approved plans.

Y3L2514 PC640

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4. This agreement of binding upon the Owner, its heirs, successors, and assigns; it shall be construed as an easement running with the land and shall be binding upon any person to whom title to the subject property is transferred as well as upon the heirs, successors and assigns of all such persons.

5. Any written notice to Owner shall be directed to them as follows:

Jorn E. Millstone Corporation
c/o Robert F. Paddy, Esquire
201 Princeton Pike
Lawrenceville, New Jersey 08848

Any written notice to the Delaware and Maritan Canal Commission of the State of New Jersey shall be directed to them at:

Delaware and Maritan Canal Commission
Prattville Mill Complex
P.O. Box 538
Stockton, N.J. 08559-0538

6. Owner agrees to record this Conservation and Maintenance Easement and provide the Commission with evidence of same.

7. Upon request, the Delaware and Maritan Canal Commission of the State of New Jersey agrees to provide a letter to Owner, or any lender or any party which Owner shall require, indicating whether the Commission, as of the date of said letter, has commenced any action under this easement.

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-5-

IN WITNESS WHEREOF, the applicant has caused these
present to be duly executed and acknowledged, this 1th day of
November, 1964.


ATTEST:

Owner/Contract Purchaser
John E. Miltahler Corporation

BY:


Name: Robert F. Cassidy
Title: Secretary

BY:


Name: Michael J. Ellis
Title: President

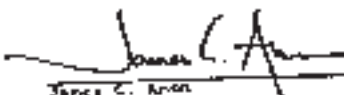
Executed and acknowledged by the Canal Commission this 20th day of
November, 1964

ATTEST:

DELAWARE AND MARITIME CANAL COMMISSION
OF THE STATE OF NEW JERSEY

BY:


James C. Aron
Executive Assistant


James C. Aron
Executive Director

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STAFF REPORT

PLEASE REFER TO DRCC # WHEN SUBMITTING
ADDITIONAL DOCUMENTS

DRCC #: 82-1747
DATE: 7 December 1989
PROJECT NAME: International Corporate Center



Applicant: John F. Moulton Corp. c/o Robert F. Caspi, Inc.
1121 Princeton Place, Laurensville, NJ 08648

Engineer: Fellows, Reed & Associates, Inc.
300 Alexander Park, Princeton, NJ 08540

Project Location

Road: Cimarrillo Road
Municipality: West Windsor Twp County: Mercer
Block(s): 3-10 Lot(s): 15, 03

Project Description

<input type="checkbox"/> Residential	<input checked="" type="checkbox"/> Non-Residential
<input type="checkbox"/> Zone A	<input checked="" type="checkbox"/> Zone B
<input checked="" type="checkbox"/> Major Project	<input type="checkbox"/> Minor Project
<input checked="" type="checkbox"/> Class 1	<input type="checkbox"/> Class II

The project consists of one 3-story office research building on 18+ acres with 19,415 sq. ft. of space and 4th impervious coverage. The existing detention basin on site will provide for both water quality and storm water protection.

Subject to Review for: Drainage Flood

THIS STAFF REPORT IS ISSUED AS A GUIDE TO APPLICANTS IN COMPLYING WITH DRCC REGULATIONS. IT SHALL NOT BE CONSTRUED AS A FORM OF APPROVAL. NO CONSTRUCTION SHALL BEGIN UNLESS A CERTIFICATE OF APPROVAL HAS BEEN ISSUED.

Staff Comments:
Report Dated: 10/88
Plans Dated: 2/24/89

The application is complete and will be submitted to the Commission for action at the December meeting.

WJ2514 PG443

00025140444



STATE OF NEW JERSEY:
 COUNTY OF MURDERBORO: ss

BE IT REMEMBERED that on this 20th day of December 1968, before me the subscriber, personally appeared James C. Ince, Executive Director of the Delaware and Raritan Canal Commission, who is as certified to the person named in and who executed the within instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, for the purposes therein expressed, and that the full and actual consideration paid for this easement, as such consideration is defined in P.L. 1968, C-48, Sec. 11-1, is for the approval of the Delaware and Raritan Canal Commission of the State of New Jersey, of the storm water management plans for a certain project located within the Delaware and Raritan Canal State Park review zone proposed by the owner.


 Stephen E. Braver
 Deputy Attorney General

PRAIRIEVILLE MILLS P.O. BOX 639 BRIDGEVILLE, NJ 08520-0639 609-287-7000

EXECUTIVE DIRECTOR James C. Ince	COMMISSIONER Stephen E. Braver Deputy	MEMBER Hugo D. Jones Past Chairman	MEMBER Edward E. Jones Treasurer	MEMBER John S. Jones At-Large Member	COMMISSIONER J. Gregory B. Wilson Peckley	MEMBER William G. Peckley Past & Treas.
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NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
 Thomas H. Kean, Governor Catherine J. Conner, Commissioner 2514 PG444

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STATE OF NEW JERSEY)
COUNTY OF MERCER)

BE IT REMEMBERED, that on the 8th day of November, 1989, before me, the undersigned, a notary public of the State of New Jersey, personally appeared, Robert P. Casey, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Secretary of the corporation named in the within instrument; that Michael J. Ijzic is the President of said Corporation; that deponent well knows the corporate seal of the Corporation and the seal was therein affixed and said instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as acting witness.

[Signature]
Robert P. Casey

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 8th DAY
OF NOVEMBER, 1989

000348

[Signature]
Barbara Ann M. ...

BARBARA ANN M. ...
A Notary Public of the State
of New Jersey, Commission No. 1007

EX 3308
2400-02
03 30-007

RECORDED
INDEXED
NOV 13 1989
MERCER COUNTY
TREASURER'S OFFICE
VOL 2511 P 145

Declaration of Conservation Restrictions
Restoration Site
NJDEP Permit # 1112-01-0001.1.

Prepared by
RICHARD F. CAREY, ESQ.

DECLARATION OF RESTRICTIONS FOR RESTORATION SITE

THIS DECLARATION of Deed Restrictions is made this 11th day of February, 1997, by

WILTSBIR, INC. (formerly known as John E. Wiltsbier Corporation), a Corporation of the State of Virginia, 3131 Princeton Pike, 1st Floor, Lawrenceville, NJ 08446 (hereinafter referred to as "Declarant,"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner in the fee simple of certain real property, designated as Block # 8-10, Lot # 15.03, on the Tax Map of West Windsor Township, County of Mercer, State of New Jersey (hereinafter referred to as the "Property"); and

WHEREAS, wetlands and surface waters play a significant role in the maintenance of environmental quality on a community, regional and statewide level; and

WHEREAS, the New Jersey Department of Environmental Protection (hereinafter referred to as the "Department") is authorized by N.J.S.A. 13:27-9 to formulate comprehensive policies for the conservation of the natural resources of the State, the promotion of environmental protection and the prevention of pollution of the environment of the State; and

WHEREAS, the Declarant has obtained an authorization from the Department approving the limited disturbance of wetlands and/or State open waters and requiring the restoration of a portion of the area. Such authorization shall include settlement documents, licenses, permits, or certificates which disturbed wetlands or State open waters pursuant to the Freshwater Wetlands Protection Act, N.J.S.A. 13:27-1 et seq.; and

WHEREAS, the Declarant desires to restore a wetlands and/or State open water habitat area and associated transition area within said Property, and as a condition of a Department approved authorization, is required to restore such a habitat and associated transition area, as shown on the plan entitled "Preliminary/Final Wetlands Mitigation Plan A for Lot 15.03, Block 8-10, Township of West Windsor, Mercer County, New Jersey" prepared by Thomas Consulting Engineers and dated March 18, 1993, last revised January 22, 1997 by Battaglia, Andrews & Clark, Inc. (hereinafter referred to as the "Restoration Site"); and

WHEREAS, the said Restoration Site is 0.77% course in site, and is the subject of a metes and bounds description contained in Exhibit "A", which is attached hereto and incorporated herein by reference; and

WHEREAS, Declarant desires and intends that once the freshwater wetlands and/or State open water habitat and associated transition area has been restored within the Restoration Site, then the Restoration Site shall be maintained as a natural area in perpetuity, and that the property shall be used, occupied, conveyed and transferred subject to, and benefitted by, the restoration area and the covenants hereinafter set forth;

EXHIBIT "A"

BETTGOLE ANDREWS & CLARK, INC.
310 MAIN STREET
TOMS RIVER, NEW JERSEY 08753

January 22, 1997

DESCRIPTION OF
WETLAND MITIGATION AREA
ON LOT 15 03, BLOCK S-10
TOWNSHIP OF WEST WINDSOR
MERCER COUNTY, NEW JERSEY

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

BEGINNING at a point being distant a course of North $10^{\circ}43'22''$ West, 131.51 feet from the most southeasterly property corner of Lot 15 03, Block S-10, and running, thence:

- 1) South $65^{\circ}52'00''$ West, a distance of 232.54 feet to a point, thence;
- 2) North $59^{\circ}39'27''$ West, a distance of 90.73 feet to a point, thence;
- 3) Along a curve bearing to the right, said curve having radius of 295.00 feet and an arc length of 135.51 feet to a point, thence;
- 4) North $60^{\circ}25'37''$ East, a distance of 21.10 feet to a point, thence;
- 5) South $26^{\circ}08'00''$ East, a distance of 10.00 feet to a point, thence;
- 6) South $56^{\circ}21'56''$ East, a distance of 89.95 feet to a point, thence;
- 7) North $75^{\circ}19'45''$ East, a distance of 156.73 feet to a point, thence;
- 8) North $74^{\circ}34'54''$ East, a distance of 81.60 feet to a point, thence;
- 9) North $52^{\circ}24'11''$ East, a distance of 84.08 feet to a point, thence;
- 10) South $01^{\circ}38'32''$ East, a distance of 107.45 feet to the point and place of BEGINNING.

Containing 0.77± acres (33,541± square feet) and being known as a Wetland Mitigation Area on Lot 15 03, Block S-10 as shown on a plan entitled "Preliminary/Final Wetlands Mitigation Plan A for Lot 15 03, Block S-10, Township of West Windsor, Mercer County, New Jersey" prepared by Thermo Consulting Engineers on March 16, 1993, revised by Bettgole Andrews & Clark, Inc. on January 22, 1997, and being subject to any easements or restrictions of record, if any.



Michael J. McGuire
NJPLS No. 16748

VOL3165 PG112

NOW, WHEREFORE, in consideration of the facts recited above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the New Jersey Conservation Restriction and Historic Preservation Restriction Act (N.J.S.A. 13:9B-1 et seq.), the Declarant for itself, its successors and assigns, hereby voluntarily covenants and agrees with the State of New Jersey, Department of Environmental Protection that the Restoration Site is hereby made and declared to be subject to perpetuity, to the following covenants, restrictions and assessments, of the nature and character and to the extent hereinafter set forth:

1. The Restoration Site shall be restored to the original condition prior to the disturbance, pursuant to the restoration plan approved by the Department and in accordance with the Department's Permit # 1117-91-0029.1.
2. The Restoration Site shall be maintained as a natural area in perpetuity, including retaining the vegetation planted in this area pursuant to the restoration plan approved by the Department in accordance with the Department's Permit # 1117-91-0029.1, and any naturally occurring vegetation. No regulated or prohibited activities, as provided by N.J.A.C. 7:27A-2.3 or N.J.A.C. 7:27A-2.2, as amended, nor any other disturbance of the property or acts of uses detrimental to the preservation of the land or water areas according to the purposes of the approving statutes shall occur, unless the Department finds that such activity may be and has been permitted pursuant to N.J.S.A. 7:27A-1 et seq.
3. It is the purpose of this Declaration to assure that the Restoration Site will be developed and maintained as a freshwater wetland and/or state open water habitat and to prevent any disturbance or development of the property not consistent with that use. To carry out this purpose, the following rights are granted to the State of New Jersey, Department of Environmental Protection, by this Declaration of Conservation Restrictions:
 - (a) To enter upon the property in a reasonable manner and at reasonable times so as to assure compliance with the provisions of said restriction.
 - (b) In addition to the exercise of any other statutory or common law right, to enjoin any activity on, or use of, the property that is inconsistent with the purpose of these Conservation Restrictions and to enforce the restoration of such areas or features of the property that may be damaged by inconsistent activity or use.
4. The Declarant intends that enforcement of the terms and provisions of the conservation restriction shall be at the discretion of the State of New Jersey and that any forbearance on behalf of the State of New Jersey to exercise its rights hereunder in the event of any breach hereof by the Declarant, its successors and/or assigns, shall not be deemed or construed to be a waiver of the State's rights granted hereunder in the event of any subsequent breach. This shall be true regardless of the number of breaches of the restriction, condition or covenant with occur, or the length of time it remains unenforced.
5. The Declarant reserves to itself, its successors or assigns, all rights as to owners of the property, including the right to engage in all uses of the property not inconsistent with the purpose of these conservation restrictions.
6. No additional right of access by the general public to any portion of the property is conveyed by this instrument.
7. The Declarant agrees to bear all costs and liabilities of any kind related to the operation, upkeep and maintenance of the property and does hereby indemnify and hold the State of New Jersey harmless therefrom.

8. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor in interest.

9. The Declarant agrees that the terms, conditions, restrictions and purposes of this grant will be inserted by it in any subsequent Deed, Lease, Sub-Lease or other legal instrument by which the Declarant divests itself of any interest in the property.

10. The covenants and restrictions set forth above shall run with the land and be binding, in perpetuity, upon all parties having or acquiring any right, title or interest in the property or part thereof.

11. The Department agrees that it will assign its rights under this instrument only to another governmental body or charitable conservancy, and only in accordance with N.J.S.A. 13:28-1 et seq.

12. Notwithstanding anything contained herein to the contrary, any modification or termination of this Declaration shall require the prior written approval of the Department, its successor or assign.


13. If any provision of this Declaration or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Declaration, and the application of such provision to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.


TO HAVE AND TO HOLD unto the New Jersey Department of Environmental Protection, its successors and assigns forever, the covenants, terms, conditions, restrictions and purposes imposed with this Declaration grant shall not only be binding upon the Declarant, but also its agents, personal representatives, assigns and all other successors to it in interest, and shall continue as a servitude running in perpetuity with the property.

IN WITNESS WHEREOF, the Declarant has set its hand and seal on the day and year first above written, and directs that this instrument be recorded in the Office of the Mercer County Clerk.

WITNESSES:

WILTSHIER, INC., a Virginia Corporation

By: 
Robert F. Casey
Assistant Secretary

By: 
Spencer Hall, President
by his attorney-in-fact,
Robert F. Casey

STATE OF NEW JERSEY
COUNTY OF MERCER

I, CERTIFY that on this 11th day of February, 1997, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Spencer Hall by his attorney-in-fact, Robert F. Casey, and he thereupon acknowledged that he signed the foregoing instrument in such capacity, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument is the voluntary act and deed of said corporation or person, made by virtue of authority from its Board of Directors.

Record and Return to:
Lohm Law Firm
1131 Princeton Pike, 10
Lawrenceville, NJ 08854


BARBARA ANN M. WILLIAMS
Notary Public of the State of New Jersey
My Commission Expires April 14, 1999

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GENERAL DELIVERY
POST OFFICE
COLUMBIA, SC 29201

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POSTAGE
PAID
BY ADDRESSEE

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Levon, Society, 1054, Fernside & Cherry
3138 Riverside Ave
Lawrenceville, GA 30046

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23-0000

2025 RELEASE UNDER E.O. 14176
DATE 04-15-2025
2025 RELEASE UNDER E.O. 14176

003165 PG 115

Prepared by:

Gerald J. Muller
Gerald J. Muller

WEST WINDSOR TOWNSHIP
MERCER COUNTY, NEW JERSEY

LAND DEVELOPMENT PERFORMANCE GUARANTEE AGREEMENT
(Irrevocable Letter of Credit and/or Performance Bond and/or Cash)

This Agreement, entered into this 7th day of February, 1997 between the Township of West Windsor, a municipal corporation of the State of New Jersey, whose principal address is 271 Claphamville Road, P.O. Box 35, Princeton Junction, New Jersey 08550 (hereinafter referred to as "Township") and Wiltshier, Inc. (hereinafter called "Developer"), whose principal address is c/o Robert P. Casey, Esq., 3131 Princeton Pike Building 1B, Lawrenceville, New Jersey 08848,

WITNESSETH

WHEREAS, the Developer received preliminary and final site plan approval from the Planning Board of the Township of West Windsor for the construction of certain improvements on a tract of land situate in West Windsor Township, Mercer County, New Jersey, designated on the West Windsor tax map as Block S-14, Lot 15 03 subject to the posting with the Township of a performance guaranty pursuant to Section 24-4.0 of the West Windsor Township Land Development Code to insure the installation of certain quasi-public site plan improvements, including, but not limited to, the payment for the costs of construction and inspection therefor as estimated by the Township Engineer and more particularly as shown on the approved plans and as set forth in the memorandum attached hereto and made a part hereof (hereinafter, "the improvements"); and,

WHEREAS, the Township and Developer intend that this Agreement and performance bond issued by American Home Assurance Company, Bond No. 11-10-89 in the amount of \$28,522.00 and attached hereto in copy form and a cash bond in the amount of \$3,169.00 shall constitute such performance guaranty.

NOW, THEREFORE, IT IS AGREED between the Township and Developer as follows:

1. The Developer shall construct and install the improvements prior to February 5, 1999. Said maximum time frame constitutes a period of not more than two years from the date of the recording of the final subdivision plat or complete execution of this Agreement, whichever is earlier.

2. The time allowed for installation of the improvements may be extended by the Township Council, by resolution upon recommendation by the Township Engineer. As a condition and/or as a part of any such extension of the period established in Paragraph 1, the amount of any performance guarantee shall be increased or reduced, as the case may be, to an amount not to exceed one hundred twenty (120%) percent of the cost of the installation of the improvements, which costs shall be determined by the Township Engineer in accordance with the method of calculation set forth in N.J.S.A. 40:55D-5.3 as of the time of the passage of the resolution authorizing the execution of this Agreement.

3. The Developer shall indemnify, defend and save harmless the Township, its officials, agents and/or employees, from and against any and all claims for damages caused by the failure of the Developer to construct and install said improvements in accordance with this Agreement. This provision shall also be referenced herein as the "claims for damages."

4. A To insure that there is performance under this Agreement by the Developer, the Developer has posted a cash bond with the Township in the amount of \$3,169.00, equivalent to 10 percent of the total guaranty, and for the remaining 90 percent has caused an irrevocable letter of credit/performance bond in the amount of \$28,522.00 from American International Group, Inc., to be tendered to the Township. Said amount represents 120% of the cost of the public improvements and 25% of the cost of the quasi-public improvements as estimated by the Township Engineer and as reflected in the memorandum attached to this Agreement.

B. If the improvements are not constructed and installed in any respect (for example, failure to construct, failure to correct an improvement constructed) in accordance with this Agreement or if any claim for damages is made and not settled within the time limit herein, the Township shall have the right thereafter to undertake itself or through a third party such construction, installation and completion thereof or of any part thereof or to settle any claim for damages and to draw against the irrevocable letter of credit/performance bond in the amount necessary and apply the proceeds thereof to the cost of the Township's undertaking. If the cost of the Township's undertaking and completion is less than the amount of said irrevocable letter of credit/performance bond, the difference shall not be drawn by the Township, and the Township, upon completion of the improvements and settlement of claims, shall authorize the cancellation of the irrevocable letter of credit/performance bond or reduction therein, whichever is applicable. However, if the Township's cost of undertaking to complete and correct the improvements required exceeds the amount of the irrevocable letter of credit/performance bond, the Developer shall cure the deficiency within ten calendar days of written notice of such deficiency. In the event of a default by the Developer, the Township shall have the right to draw against the irrevocable letter of credit/performance bond to its fullest

extent during the term of this Agreement or any extension thereof notwithstanding that the Township may not have completed the construction or installation of the improvements or settlement of claims by the time set forth in Paragraph 1 herein.

If the improvements are not constructed and installed in all respects in accordance with this Agreement and all claims for damages settled, then, upon the certification of the Township Engineer to such facts the Township, through its attorney, shall authorize whatever actions necessary to use the irrevocable letter of credit/performance bond.

C. The Township from time to time may also authorize partial or full cancellation of the irrevocable letter of credit/performance bond as portions of the improvements are completed when: (1) the Developer requests a reduction or release; (2) the Township Engineer approves it; and (3) a resolution is adopted by the Township Council authorizing said reduction and/or release in accordance with paragraph 2 hereinabove. However, the Township shall be entitled to draw and retain all amounts necessary to pay for the cost of inspections incurred by the Township Engineering Department and consultants authorized by said Department. It is further provided that the irrevocable letter of credit/performance bond shall not be canceled by authority of the Township Council prior to its termination date unless and until the Developer shall have submitted to the Township, upon completion of the improvements, a maintenance guarantee with respect thereto as required by Section 24-4.0(b) of the West Windsor Township Land Development Code.

5. The Developer, by the execution of this Agreement, hereby authorizes the Township to deposit any funds drawn under the irrevocable letter of credit/performance bond in a trust account of the Township in any bank or trust company authorized to do business in the State of New Jersey pending the completion of the improvements. The Township shall not be liable for any interest on the full deposit and/or any part thereof, but shall be permitted to keep any applicable interest earned in accordance with law.

6. If the bond is not of indefinite duration and contains an expiration date, it shall be automatically extended for an additional period of one (1) year from the original expiration date and from the expiration date established by virtue of the automatic extension required hereby, without amendment, unless the financial institution or bonding company notifies the Township in writing not less than sixty (60) calendar days before such expiration date or any future expiration date of its cancellation of such letter of credit or performance bond. Notice of such cancellation shall be sent to the Township Engineer, Township Administrator and Township Attorney by certified mail, return receipt requested to the above address. The Township shall be permitted to exercise its option to call said letter of credit/performance bond pursuant to the provisions of Section 24-4.0 c1, 202, of the West Windsor Township Code.

7. This agreement shall bind and inure to the benefit of each party hereto and their respective heirs, executors, administrators, successors, and assigns. This Agreement shall become effective upon the execution of this Agreement by the Developer and the authorization by and the execution of the

Mayor and Township Clerk by the Township. Said Agreement shall be recorded by the Planning Board Attorney in the Mercer County Clerk's Office.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused their presents to be signed and attested to by their proper corporate officers or legal representatives the day and year first written above.

ATTEST:

Township Of West Windsor


Barbara Evans,
Township Clerk

By: 
Thomas Frascolla, Mayor

ATTEST:

WILTSHIER, INC.



Robert F. Casoy, Assistant
Secretary

By: 
Spencer Hall, President

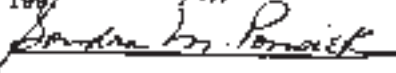
STATE OF NEW JERSEY
COUNTY OF MERCER

I certify that on February 27, 1997 Barbara G. Evans personally came before me and acknowledged under oath to my satisfaction that:

- a. This person is the Township Clerk of the municipal corporation named in this document;
- b. This person is the attesting witness to the signing of this document by the proper official, who is the Mayor of the municipal corporation;
- c. This document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of its governing body;
- d. This person knows the proper seal of the municipal corporation, which was affixed to this document; and
- e. This person signed this proof to attest to the truth of these facts.


Barbara G. Evans
Township Clerk

Sworn to and subscribed
before me this 27th day of Feb.
1997



SONDRA M. PONSREK
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES DEC 3, 1997

POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made on this 6th day of February 1997

BETWEEN : the Principal **WILTSHIER, INC.**

whose address is **3131 Princeton Pike, 1B
Lawrenceville, NJ 08648**

hereinafter referred to as "the Corporation",

AND : the Agents **ROBERT P. CASEY, ESQUIRE
OR THOMAS M. BROWN, ESQUIRE
OF THE LAW FIRM OF
LENOX, SOCEY, WILGUS, FORMIDONE &
CASEY**

whose address is **3131 Princeton Pike, 1B
Lawrenceville, NJ 08648**

hereinafter referred to as "the Agent";

Grant of Authority The Corporation hereby appoints the Agent (called an attorney-in-fact) to do each and every act which the Corporation could do for the following uses and purposes :

Upon written authorization and approval, including specific instructions from the Corporation transmitted by the Corporation through its telex or fax systems to act on behalf of the Corporation as the Corporation's attorney-in-fact, and to do any and all things necessary in order to represent the Corporation's interest in the Project known as the "Clarksville Road Project", including, but not limited to the following :

1. To execute on behalf of Spencer Hall, President of Wiltshier, Inc., and the Corporation a Declaration of Restriction for Restoration Site and to file same with the Mercer County Clerk to satisfy a condition of N.J.D.E.P. Permit # 1113-91-0009.1.
2. To execute a Performance Bond as principal to West Windsor Township with the American Home Assurance Company as surety in the amount of \$28,522.00.
3. To enter into a Contract with an excavation contractor to begin site excavation work at the Project in an amount not to exceed \$20,120.00

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4. To execute a Land Development Performance Guarantee Agreement with West Windsor Township.

and to do any and all things necessary on the Corporation's behalf as an Officer of the Corporation would be able to do if present.

POWERS: The Corporation gives the Agent all the power and authority which the Corporation may legally give to the Agent. The Agent may revoke this Power of Attorney or appoint a new Agent in the Agent's place. The Corporation approves and confirms all that the Agent or Agent's substitute may lawfully do if present.

SIGNATURES: By signing below, the Corporation acknowledges that it has received a copy of this Power of Attorney and that the Corporation understands its terms.

WITNESS:

WILTSHIER, INC.

By: 

By: 

Spencer Hall, President.

THE UNITED KINGDOM
EMBASSY OF THE UNITED
STATES OF AMERICA

Great Britain and Northern Ireland
London, England
Embassy of the United States of America

55

BE IT REMEMBERED, that on February Sixth 1997, before me the undersigned consul of the United States of America, personally appeared Spencer Hall, President of Wiltshier, Inc., a Virginian Corporation, who, I am satisfied is the person named in and who executed the within instrument, and thereupon he acknowledged that he signed, sealed and delivered the same on behalf of the Corporation, as its act and deed, for the uses and purposes therein expressed.



(Seal)

WILLIAM M. KENDALL JOHNSTON, JR.
Consul of the United States of America
London, England

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SITE LOCATION MAP
FOR
WILTSHIER

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STATE OF New Jersey)
COUNTY OF Mercer) SS:

I certify that on February 11, 1997 Robert P. Casey personally came before me and acknowledged under oath to my satisfaction that:

- a. This person is the Assistant Secretary of the corporation named in this Agreement;
- b. This person is the attesting witness to the signing of this document by the proper officer, who is the President of the corporation under a Power of Attorney;
- c. This document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of the board of directors;
- d. This person knows the proper seal of the corporation, which was affixed to this document; and
- e. This person signed this proof to attest to the truth of these facts.


Robert P. Casey

Dud

000167

Sworn to and subscribed before me this 8 day of February, 1997



ROBERTA ANN M. THOMAS
A Notary Public of New Jersey
My Commission Expires April 18, 2000

31.20 pd # 21537

*for:
Miller/Porter/Muller &
of Palmer Sq., Ste 540
Princeton NJ 08542*

NOTARY PUBLIC
ROBERTA ANN THOMAS
0412 24 81 24426
NEW JERSEY
0800-222-8383

VOL3176 PG228

MERCER COUNTY CLERK'S OFFICE

Return To:

STERN & WEINROTH ESQS
PO BOX 1298
50 W STATE STREET
TRENTON NJ 08607-1298

Index DEEDS

Book 05964 Page 0105

No. Pages 0010

Instrument MISC DEEDS

Date : 12/01/2008

Time : 2:12:56

Control # 200812010647

INST# RD 2008 040620

Employee ID JANGOTTI

NEW JERSEY STATE DEPT
ENVIRONMENTAL PROTECTION
PRINCETON JUNCTION COMMONS

CASEY
ROBERT P

RECORDING	\$	31.00
RECORDING	\$	34.00
DARM \$3	\$	27.00
NMD1PA	\$	18.00
	\$.00
	\$.00
	\$.00
	\$.00
	\$.00
Total:	\$	110.00

STATE OF NEW JERSEY
MERCER COUNTY CLERK'S OFFICE

*****PLEASE NOTE*****
* DO NOT REMOVE THIS COVER SHEET - *
*IT CONTAINS ALL RECORDING INFORMATION *

Paula Sollami-Covello
County Clerk



0059640105



STATE OF NEW JERSEY
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 LAND USE REGULATION PROGRAM
 501 East State Street, Station Plaza 5, 2nd Floor
 P.O. Box 639, Trenton, New Jersey 08646-0639
 Fax: (609) 777-3656 or (609) 292-8115
 www.state.nj.us/dep/landuse



PERMIT

<p>In accordance with the laws and regulations of the State of New Jersey, the Department of Environmental Protection hereby grants this permit to perform the activities described below. This permit is revocable with due cause and is subject to the limitations, terms and conditions listed below and on the attached pages. For the purpose of this document, "permit" means "approval, certification, registration, authorization, waiver, etc."</p>		Approval Date OCT 30 2009
		Expiration Date OCT 30 2013
Permit Number/s 1113-05-0001.1 FWW 050001 (FWIPW)	Type of Approval/s Freshwater Wetlands Individual Permit and Water Quality Certificate	Enabling Statute/s NJSA 13-9B-1 NJSA 58:10A-1
Applicant Princeton Junction Commons, LLC 3635 Quakerbridge Road, Suite 1 Trenton, New Jersey 08619		Owner (if different from applicant) Robert P. Casey c/o Lenox, Socey, Wilgus, Formidoni, Brown, Giordano & Casey, LLC 73131 Princeton Pike, Suite 1B Lawrenceville, New Jersey 08648
Description of Authorized Activities and Limit of Disturbance This permit grants permission to fill and disturb 0.67 acres (29,329 square feet) of freshwater wetland, for the construction of a two-story office building, detention basin, associated driveways, and parking. Within Lot 15.03 of Block 10 in the Township of West Windsor, Mercer County, New Jersey.		
Project Location Clarksville Road Block 10, Lot(s) 15.03 West Windsor Township, Mercer County		Received by County Clerk
Project Manager's Signature Patrick Ryan Telephone: (609) 777-0454 Fax: (609) 292-8115 Email: patrick.ryan@dep.state.nj.us		

This permit is not valid unless authorizing signature appears on the last page.

STANDARD CONDITIONS:

1. **Extent of approval:** This document grants permission to perform certain activities that are regulated by the State of New Jersey. The approved work is described by the text of this permit and is further detailed by the approved drawings listed below. All work must conform to the requirements, conditions and limitations of this permit and all approved drawings. You must keep a copy of this permit and all approved drawings readily available for inspection at the work site. Approved work may be altered only with the prior written approval of the Department. If you alter the project without prior approval, or expand work beyond the description of this permit, you may be in violation of State law and may be subject to fines and penalties.
2. **Acceptance of permit:** If you begin any activity approved by this permit, you thereby accept this document in its entirety and agree to adhere to all terms and conditions. If you do not accept or agree with this document in its entirety, do not begin construction. You are entitled to request an appeal within a limited time as detailed on the attached *Administrative Hearing Request Checklist and Tracking Form*. You may also contact the project manager shown on the first page if you have any questions or concerns about this document.
3. **Recording with County Clerk:** You must record this permit in the Office of the County Clerk for each county involved in this project. You must also mail or fax a copy of the front page of this permit to the Department showing the received stamp from each County Clerk within 30 days of the issuance date. The Department's address and fax number are shown on the first page of this permit.
4. **Notice of Construction:** You must notify the Department in writing at least 7 days before you begin any work approved by this permit. The Department's address and fax number are shown on the first page of this permit. Please direct your letter to the project manager shown on the first page.
5. **Expiration date:** All activities authorized by this permit must be completed by the expiration date shown on the first page. At that time, this permit will automatically become invalid and none of the approved work may begin or continue until a replacement permit is granted.
6. **Rights of the State:** This permit is revocable and subject to modification by the State with due cause. The State may inspect the work site and may suspend construction if work does not comply with this permit. This permit does not grant property rights. The issuance of this permit shall not affect any action by the State on future applications, nor affect the title or ownership of property, nor make the State a party in any suit or question of ownership.
7. **Other responsibilities:** You must obtain all necessary local, Federal and other State approvals before you begin work. All work must be stabilized in accordance with the *Standards for Soil Erosion and Sediment Control in New Jersey*, and all fill material must be free of toxic pollutants in toxic amounts as defined in section 307 of the Federal Act. Also, due to the proximity of wetlands to septic field State Treatment Works and local health department approval is required.

SPECIAL CONDITIONS IN ADDITION TO THE STANDARD CONDITIONS:

8. **Silt Fencing:** Prior to any site clearing, grading or construction, the permittee is responsible for installing and maintaining a silt fence sediment barrier and a construction debris fence around all soil to be disturbed by construction, which are sufficient to prevent the sedimentation of the remaining wetlands. These fences shall serve as both a siltation and debris barrier as well as a physical barrier protecting the remaining natural transition area from encroachment by construction vehicles or activities. These fences shall be kept in place and maintained daily throughout the duration of construction, until such time that the site is stabilized. No regulated activities including clearing or grading may occur in the modified transition area on site without the prior approval of the Department. Following construction, the permittee shall install a permanent split rail fence or equivalent along the limits of restored transition area and mitigation area.
9. **Disclosure:** In order to protect wetlands and transition areas from disturbance, it is the obligation of the permittee to disclose all conditions of this approval to potential buyers. Any prospective buyer of the permitted building must be informed that further development on this lot, above and beyond the existing permitted project, is prohibited by the Freshwater Wetlands Protection Act.
10. **Stormwater management:** The applicant must make specific arrangements to ensure the continuous maintenance and efficient operation of all proposed water quality measures on this site in accordance with the Department's Best Management Practices Manual. This includes, but is not limited to the cleaning and inspection of all water quality inlets, devices and stormwater management basins at least 4 times a year and after every major storm, and the continuous implementation of appropriate soil conservation practices within any basins, grassed swales, stormwater outfall structures and other similar appurtenances throughout the site in order to limit soil erosion and sediment discharge into adjacent waterways.
11. **Water Quality Management:** This project has not been reviewed for consistency with applicable Arcawide Water Quality Management Plan or the Statewide Water Quality Management Planning rules (N.J.A.C. 7:15). As such, this authorization shall not be construed as consistency determination for any sewage generating structures on the project site. There shall be no development, unless and until the proposed sewage generating structures have been found to be consistent with the appropriate Arcawide Water Quality Management Plan. For information regarding the water quality planning process, please contact the DEP Office of Environmental Planning at 609-984-6888.
12. In order to minimize and avoid adverse impacts to the remaining onsite wetlands, and to restore previously disturbed wetland and transition area, the applicant has proposed a restoration and enhancement activities. The planting must follow precisely the list on referenced plans. The restoration and enhancement activities are labeled on the reference plan as; additional wetlands mitigation, enhancement area A and B, and additional enhancement area. These activities shall be conducted prior to or concurrent with site clearing, grading or construction. Additionally, all onsite restoration and enhancement activities shall be completed prior to issuance of any certificate of occupancy.
13. All fills must be performed using relevant best management practices, including the use of clean, suitable non-toxic fill materials and the implementation of proper soil erosion and sediment control measures.

14. All excess fill material previously deposited in wetlands shall be removed and disposed of outside of regulated areas.
15. **The drawings hereby approved are:** entitled "AMENDED PRELIMINARY/FINAL SITE PLAN PRINCETON JUNCTION COMMONS LOT 15.03, BLOCK 10 WEST WINDSOR TOWNSHIP, MERCER COUNTY, NEW JERSEY," the following sheets; "GRADING & DRAINAGE PLAN", Sheet No. 4 of 14, "LANDSCAPE PLAN", Sheet No. 7 of 14, and "DETENTION BASIN CONSTRUCTION DETAILS", Sheet No. 13 of 14, all dated July 1, 2008, last revised September 23, 2008, and prepared by Gary C. Dahms, P.E. of T & M Associates.

"PRINCETON JUNCTION COMMONS LOT 15.03, BLOCK 10, WEST WINDSOR TOWNSHIP, MERCER COUNTY, NEW JERSEY, CONCEPTUAL SITE PLAN," dated January 1, 2008, last revised April 2, 2008, and prepared by Gary C. Dahms, P.E. of T & M Associates.

FRESHWATER MITIGATION PERMIT CONDITIONS:

Failure to comply with the standards herein constitutes a violation of the Freshwater Wetlands Protection Act and subjects the permittee to appropriate enforcement action and/or suspension or revocation of the permit.

1. **The mitigation project must be conducted prior to or concurrent with the construction of the approved project.** Concurrent means that at any given time, the mitigation must track at the same or greater percentage of completion as the project as a whole. For example, when the project is 50 percent completed, the mitigation project cannot be less than 50 percent completed
2. Mitigate for the loss of 0.67 acres of scrub/shrub wetlands through an on-site creation, restoration or enhancement project as detailed in condition numbers 3 through 17.
3. **Within 30 days of the issuance of this permit, for an on-site individual mitigation project, the permittee must submit a mitigation proposal to the Division of Land Use Regulation (Division) for review and approval. The mitigation proposal must include the creation, restoration and/or enhancement of an area of freshwater wetlands of equal ecological value to those that will be lost by the authorized activity. This proposal must include a proposed construction schedule for the mitigation project. Prior to commencement of regulated activities authorized by this permit, the Division must approve of the proposed mitigation project in writing. The permittee must submit a final design of the mitigation project and include all the items listed on the checklist entitled Checklist for Completeness: Creation, Restoration or Enhancement for a Freshwater Wetland Mitigation Proposal located on the Internet at <http://www.nj.gov/dep/landuse/forms/index.html>.**
4. In the event that there is a conflict between the permit conditions and the approved mitigation plans and proposal, the permit conditions take precedent.
5. Within 30 days of final design plan approval pursuant to 3 above and in accordance with N.J.A.C. 7:7A-15.13, obtain a secured bond, or other financial surety acceptable to the Division including an irrevocable letter of credit or money in escrow, that shall be sufficient to hire an independent contractor to complete and maintain the proposed mitigation should the permittee default. The financial surety for the construction of the mitigation project shall be posted in an amount equal to 115 percent of the estimated cost of the construction. In addition, financial surety to assure the success and maintenance of the mitigation project shall be posted

in an amount equal to 30 percent of the estimated cost of construction. The Division will review the financial surety annually and the permittee shall adjust the surety to reflect current economic factors. If a governmental body is performing the mitigation the need for financial assurance is waived.

6. This permit is not effective until the permittee has completed, signed and filed with the County Clerk (the Registrar of Deeds and Mortgages in some counties) a conservation restriction that meets the requirements of N.J.A.C. 7:7A 15.14. The conservation restriction shall conform to the format and content of the Wetlands Mitigation Area model conservation restriction that is available at: <http://www.nj.gov/dep/landuse/forms/index.html>. The restriction shall be included on the deed, and recorded in the office of the County Clerk (the Registrar of Deeds and Mortgages in some counties), in the county wherein the lands of the mitigation project are located, within 10 days of approval of the final wetland mitigation proposal. Within 10 days of filing the conservation restriction, the permittee must send a copy of the conservation restriction to the Division for verification.
7. At least thirty (30) days in advance of the start of construction of the wetland mitigation project, the permittee shall notify the Division, in writing, for an on-site pre-construction meeting between the permittee, the contractor, the consultant and the Division.
8. The mitigation designer must be present on-site during critical stages of construction of the mitigation project. This includes but is not limited to herbicide applications, sub-grade inspection, final grade inspection, and planting inspection to ensure the intent of the mitigation design and its predicted wetland hydrology is realized in the landscape.
9. Mitigation designs are not static documents and changes may be necessary to ensure success of the project. Should the mitigation designer determine that the mitigation plan as designed and approved by the Division will not achieve the proposed wetland condition due to the actual conditions encountered during construction, the mitigation designer must immediately notify the Division. The mitigation designer must propose an alternative plan to achieve the proposed wetland condition that must be approved by the Division in writing. If the Division provides the mitigation designer with comments on the alternative plan, the mitigation designer shall revise the plan to conform to the Division's comments. Solely the Division shall make the determination as to whether or not the alternative plan as submitted conforms to the Divisions comments. Any modifications to the plan that are approved by the Division must be shown on a signed and sealed revised plan. The As-Built plans required as a part of the Construction Completion Report may serve as the signed and sealed revised plans required to be submitted as part of the construction modification process described above if time constraints warrant such action and have been approved by the Division in writing.
10. The permittee shall assume all liability for accomplishing corrective work should the Division determine that the compensatory mitigation has not been 100% successful. Remedial work may include re-grading and/or replanting the mitigation site. This responsibility is incumbent upon the permittee until such time that the Division makes the finding that the mitigation project is successful
11. Within 5 days following final grading of the site, a disc must be run over the site to eliminate compaction. The mitigation designer must be present to oversee this phase of the project and confirm with the Division this activity has occurred prior to planting of the site.
12. Following the final grading of the mitigation site and prior to planting, the permittee shall notify the Division for a post-grading construction meeting between the permittee, contractor, consultant and the Division. The permittee must give the Division at least thirty (30) days notice prior to the date of this meeting.

13. Within 30 days following the final planting of the mitigation project, the permittee shall submit a Construction Completion Report to the Division detailing as-built conditions (see below) and any changes to the approved mitigation plan that were made during construction. The Construction Completion Report shall contain, at a minimum, the following information:
 - a. A completed Wetland Mitigation Project Completion of Construction Form. This form is located on the Internet at <http://www.nj.gov/dep/landuse/forms/index.html> and certifies that the mitigation project has been constructed as designed and that the proposed area of wetland creation, restoration or enhancement has been accomplished.
 - b. As-Built plans which depict final grade elevations at one foot contours and include a table of the species and quantities of vegetation that were planted including any grasses that may have been used for soil stabilization purposes;
 - c. Show on the as-built plans that the boundaries of the wetland mitigation area have been visibly marked with 3 inch white PVC pipe extending 4 feet above the ground surface. The stakes must remain on the site for the entire monitoring period;
 - d. Photos of the constructed wetland mitigation project with a photo location map as well as the GPS waypoints in NJ state plane coordinates NAD 1983;
 - e. To document that the required amount of soil has been placed/replaced over the entire area of the mitigation site, provide a minimum of 6 soil profile descriptions to a depth of 20 inches. The location of each soil profile description should be depicted on the as built plan as well as provide the GPS waypoints in NJ state plane coordinates NAD 1983;
 - f. Submit soil test results demonstrating at least 8% organic carbon content (by weight) was incorporated into the A-horizon for sandy soil and for all other soil types 12% organic content or if manmade top soil was used it consisted of equal volumes of organic and mineral materials;
 - g. The permittee shall post the mitigation area with permanent sign(s), which identify the site as a wetland mitigation project and that all-terrain vehicle use, motorbike use, mowing, dumping, draining, cutting and/or removal of plant materials of the property is prohibited and that violators shall be prosecuted and fined to the fullest extent under the law;
 - h. The signs must also state the name of the permittee, Department's permit number along with a contact name and phone number.
14. If the Division determines that the mitigation project is not constructed in conformance with the approved plan, the permittee will be notified in writing and will have 60 days to submit a proposal to indicate how the project will be corrected. No financial surety will be released by the Division until the permittee demonstrates that the mitigation project is constructed in conformance with the approved plan, all soil has been stabilized and there is no active erosion.
15. The permittee shall monitor the mitigation project for 5 full growing seasons if it is a proposed forested or scrub/shrub wetland and 3 full growing seasons for an emergent wetland or State open water beginning the year after the mitigation project has been completed. The permittee shall submit monitoring reports to the Division of Land Use Regulation no later than December 31st of each full monitoring year. All monitoring reports must include the standard items identified in the checklists entitled Wetland Mitigation Monitoring Project Checklist and Tidal Wetland Mitigation Monitoring Checklist and the information requested below. The

Wetland Mitigation Monitoring Project Checklist and Tidal Wetland Mitigation Monitoring Checklist are located on the Internet at <http://www.nj.gov/dep/landusc/forms/index.html>.

16. All monitoring reports must include all of the following information:
- a. All monitoring reports except the final one must include documentation that it is anticipated, based on field data, that the goals of the wetland mitigation project including the transition area, as stated in the approved wetland mitigation proposal and the permit will be satisfied. If the permittee is finding problems with the mitigation project and does not anticipate the site will be a full success then recommendations on how to rectify the problems must be included in the report with a time frame in which they will be completed;
 - b. All monitoring reports except the final one must include field data to document that the site is progressing towards 85 percent survival and 85 percent area coverage of mitigation plantings or target hydrophytes (Target hydrophytes are non-invasive native species to the area and similar to ones identified on the mitigation planting plan). If the proposed plant community is a scrub/shrub or a forested wetland the permittee must also demonstrate each year with data that the woody species are thriving, increasing in stem density and height each year. If the field data shows that the mitigation project is failing to meet the vegetation survival, coverage and health goals, the monitoring report should contain a discussion of steps that will be taken to rectify the problem, including a schedule of implementation;
 - c. All monitoring reports except the final one must include documentation of any invasive or noxious species (see below for list of species) colonizing the site and how they are being eliminated. The permittee is required to eliminate either through hand-pulling, application of a herbicide or other Department approved method any occurrence of an invasive/noxious species on the mitigation site during the monitoring period;
 - d. All monitoring reports except the final one must include documentation that demonstrates the proposed hydrologic regime as specified in the mitigation proposal appears to be met. If the permittee is finding problems with the mitigation project and does not anticipate the proposed hydrologic regime will be or has not been met then recommendations on how to rectify the problem must be included in the report along with a time frame within which it will be completed;
 - e. The final monitoring report must include documentation to demonstrate that the goals of the wetland mitigation project including the required transition area, as stated in the approved wetland mitigation proposal and the permit, has been satisfied. Documentation for this report will also include a field wetland delineation of the wetland mitigation project based on techniques as specified in the Federal Manual for Identifying and Delineating Jurisdictional Wetlands (1989);
 - f. The final monitoring report must include documentation the site has an 85 percent survival and 85 percent area coverage of the mitigation plantings or target hydrophytes. The permittee must also document that all plant species are healthy and thriving and if the proposed plant community contains trees demonstrate that the trees are at least five feet in height;
 - g. The final monitoring report must include documentation demonstrating the site is less than 10 percent occupied by invasive or noxious species such as but not limited to (Source: Snyder, David and Sylvan R. Kaufman. 2004. An overview of nonindigenous plant species in New Jersey. New Jersey Department of Environmental Protection, Division of

Parks and Forestry, Office of Natural Lands Management, Natural Heritage Program, Trenton, New Jersey. 107 pages.): *Acer platanoides* (Norway Maple), *Ailanthus altissima* (Tree of Heaven), *Alliaria petiolo* (Garlic mustard), *Ampelopsis brevipedunculata* (Porecelain berry), *Artemisia biennis* (Biennial wormwood) *Artemisia vulgaris* (Mugwort or Common wormwood), *Berberis thunbergii* (Japanese barberry), *Berberis vulgaris* (Common barberry), *Carex kobomugi* (Japanese sedge), *Celastrus orbiculatus* (Asian Bittersweet), *Centaurea biebersteinii* *maculosa* (Spotted knapweed), *Cirsium arvense* (Canadian thistle), *Dipsacus filionum* (Wild teasel), *Dipsacus laciniatus* (Cut-leaf teasel), *Elaeagnus angustifolia* (Russian olive), *Elaeagnus umbellata* (Autumn olive), *Euonymus alata* (Winged spindletree), *Lespedeza cuneata* (Chinese bush-clover), *Ligustrum obtusifolium* (Japanese privet), *Ligustrum vulgare* (Common privet), *Lonicera japonica* (Japanese honeysuckle), *Lonicera morrowii* (Morrow's bush honeysuckle), *Lonicera tartarica* (Tartarian honeysuckle), *Lythrum salicaria* (Purple loosestrife), *Melilotus officinalis* (Yellow sweetclover), *Microstegnum vimineum* (Japanese stiltgrass), *Myriophyllum spicatum* (Eurasian water-milfoil), *Phalaris arundinacea* (Reed canary grass), *Phragmites australis* (Common reed grass), *Polygonum cuspidatum* (Japanese knotweed), *Polygonum perfoliatum* (Mile-a-minute), *Potamogeton crispus* (Curly leaf pondweed), *Pueraria montana* (Kudzu), *Ranunculus ficaria* (Lesser celandine), *Rhamnus cathartica* (Common buckthorn), *Robinia pseudoacacia* (Black locust), *Rosa multiflora* (Multiflora rose), *Rubus phoenicolasius* (Wineberry), *Typha latifolia* (Broad-leaved cattail), *Typha angustifolia* (Narrowed leaved cattail).

- h. The final monitoring report must include documentation that demonstrates that the proposed hydrologic regime as specified in the mitigation proposal, which proves the mitigation site is a wetland has been satisfied. The documentation shall include when appropriate monitoring well data, stream gauge data, photographs and field observation notes collected throughout the monitoring period; and
- i. The final monitoring report must include documentation that the site contains hydric soils or there is evidence of reduction occurring in the soil throughout the delineated wetlands.

17. Once the required monitoring period has expired and the permittee has submitted the final monitoring report, the Division will make the finding that the mitigation project is either a success or a failure. This mitigation project will be considered successful if the permittee demonstrates all of the following:

- a. That the goals of the wetland mitigation project including acreage and the required transition area, as stated in the approved wetland mitigation proposal and the permit, has been satisfied. The permittee must submit a field wetland delineation of the wetland mitigation project based on the Federal Manual for Identifying and Delineating Jurisdictional Wetlands (1989) which shows the exact acreage of State open waters, emergent, scrub/shrub and/or forested wetlands in the mitigation area,
- b. The site has an 85 percent survival and 85 percent area coverage of the mitigation plantings or target hydrophytes which are species native to the area and similar to ones identified on the mitigation planting plan. All plant species in the mitigation area are healthy and thriving. All trees are at least five feet in height;
- c. The final monitoring report must include documentation demonstrating the site is less than 10 percent occupied by invasive or noxious species such as but not limited to (Source: Snyder, David and Sylvan R. Kaufman. 2004. An overview of nonindigenous plant species in New Jersey. New Jersey Department of Environmental Protection, Division of Parks and Forestry, Office of Natural Lands Management, Natural Heritage Program, Trenton, New Jersey. 107 pages.): *Acer platanoides* (Norway Maple), *Ailanthus altissima*,


(Tree of Heaven), *Alliaria petiolata* (Garlic mustard), *Ampelopsis brevipedunculata* (Porecelain berry), *Artemisia biennis* (Biennial wormwood) *Artemisia vulgaris* (Mugwort or Common wormwood), *Berberis thunbergii* (Japanese barberry), *Berberis vulgaris* (Common barberry), *Carex kobomugi* (Japanese sedge), *Celastrus orbiculatus* (Asian Bittersweet), *Centaurea biebersteinii* *maculosa* (Spotted knapweed), *Cirsium arvense* (Canadian thistle), *Dipsacus fullonum* (Wild teasel), *Dipsacus laciniatus* (Cut-leaf teasel), *Elaeagnus angustifolia* (Russian olive), *Elaeagnus umbellata* (Autumn olive), *Euonymus alata* (Winged spindle tree), *Lespedeza cuneata* (Chinese bush-clover), *Ligustrum obtusifolium* (Japanese privet), *Ligustrum vulgare* (Common privet), *Lonicera japonica* (Japanese honeysuckle), *Lonicera morrowii* (Morrow's bush honeysuckle), *Lonicera tartarica* (Tartarian honeysuckle), *Lythrum salicaria* (Purple loosestrife), *Melilotus officinalis* (Yellow sweetclover), *Microstegium vimineum* (Japanese stiltgrass), *Myriophyllum spicatum* (Eurasian water-milfoil), *Phalaris arundinacea* (Reed canary grass), *Phragmites australis* (Common reed grass), *Polygonum cuspidatum* (Japanese knotweed), *Polygonum perfoliatum* (Mile-a-minute), *Potamogeton crispus* (Curly leaf pondweed), *Pueraria montana* (Kudzu), *Ranunculus ficaria* (Lesser celandine), *Rhamnus cathartica* (Common buckthorn), *Robinia pseudoacacia* (Black locust), *Rosa multiflora* (Multiflora rose), *Rubus phoenicolasius* (Wineberry), *Typha latifolia* (Broad-leaved cattail), *Typha angustifolia* (Narrowed leaved cattail).

- d. The site contains hydric soils or there is evidence of reduction occurring in the soil; and.
 - e. The proposed hydrologic regime as specified in the mitigation proposal has been satisfied. This criteria must be satisfied to prove the mitigation site is a wetland.
18. All remaining financial surety, if required, will be released concurrent with the Division notifying the permittee that the mitigation project is a success.
19. If the mitigation project is considered a failure, the permittee is required to submit a revised mitigation plan in order to meet the success criteria identified in Condition No. 17 above. The plan shall be submitted within 30 days of receipt of the letter from the Division indicating the wetland mitigation project was a failure. The financial surety, if required, will not be released by the Division until such time that the permittee satisfies the success criteria as stipulated in condition number 17.
20. If the permittee fails to perform mitigation within the applicable time period the acreage of mitigation required shall be increased by 20% each year after the date mitigation was to begin.

APPEAL OF DECISION

In accordance with N.J.A.C. 7:27A-1.7, any person who is aggrieved by this decision may request a hearing within 30 days after notice of the decision is published in the DEP Bulletin by writing to: New Jersey Department of Environmental Protection, Office of Legal Affairs, Attention: Adjudicatory Hearing Requests, 401 East State Street, P.O. Box 402, Trenton, NJ 08625-0402. This request must include a completed copy of the Administrative Hearing Request Checklist. If a person submits the hearing request after this time, the Department shall deny the request. The DEP bulletin is available through the Department's website at www.state.nj.us/dep.

Approved By:


Richard C. Reilly, Manager
Division of Land Use Regulation

Date: 10/30/08

200 8 pg.

DEVELOPER'S AGREEMENT

THIS AGREEMENT dated this 30th day of May, 2013 between the TOWNSHIP OF WEST WINDSOR, a municipal corporation of the State of New Jersey with offices at 271 Clarksville Road West Windsor Township, Mercer County, New Jersey (hereafter referred to as "the Township"), and Princeton Junction Commons, LLC, a limited liability company of the State of New Jersey, with offices located at 504 Davina Court, Lakewood, New Jersey 08761 (hereafter referred to as "the Developer").

WHEREAS, the Developer received amended preliminary and final major site plan approval from the Planning Board of the Township of West Windsor for the construction of certain improvements on a tract of land situate in West Windsor Township, Mercer County, New Jersey, designated on the West Windsor Tax Map as Block 10, Lot 15.03 and more commonly known as Princeton Junction Commons (hereinafter, "the Development"); and

WHEREAS, such approval was memorialized by resolution adopted July 14, 2010, and

WHEREAS, the approval requires the Developer to pay certain sums as are set forth below and to limit the amount of space that may be devoted to medical offices

NOW, THEREFORE, in consideration of such approval and of the mutual undertakings set forth below, the parties hereto agree to the following terms and conditions:

Record + Return to

MILLER PORTER & MULLER, P.C.
One Palmer Square, Suite 540
Princeton, NJ 08542

INST. # 2013037621
0 BR 6173 05 570 Pgs 020 - 577 (8 Pgs)
RECORDED 07/03/2013 02:39:58 PM
PAULA SOLLAMI COUNTY CLERK
MERCER COUNTY, NEW JERSEY



Off-tract Road Assessment

1. The approval requires that the Developer pay, pursuant to a developer's agreement with the Township, its off-tract road assessment obligation.

2. The Township has determined that such obligation is \$60,075.00. This sum has been calculated pursuant to Section 200-88 of the Revised General Ordinances of the Township of West Windsor.

3. The Developer agrees to pay such sum in accordance with the following schedule: 10% of the amount due at the time the zoning permit is issued and the remainder of the amount due at the time the certificate of occupancy is issued. The Developer's off-tract traffic improvement liability shall be limited to such sum.

4. As of the date of each payment, each payment shall be adjusted by multiplying it by a fraction, the numerator of which is the Index as of the date each payment is made and the denominator of which is the Index as of May 22, 2013, the date the paragraph 2 calculation as adjusted was made. As used herein, "the Index" means the highway bid price index for the State of New Jersey as published by McGraw Hill Publishing Co. in the "Dodge Building Cost Indexes for United States and Canadian Cities" and shall be the average of the Philadelphia area and the New York Metropolitan area. If, as of any relevant date, the Index is no longer published or issued, the Federal Highway Administration's bid price index or other such index as accurately reflects the cost of constructing road improvements in New Jersey shall be used and employed in the place and stead thereof.

5 The sum set forth in paragraph 2 shall be a lien on the real estate described herein until final payment is made. This Agreement may be recorded by the Township in the Mercer County Clerk's Office. The Township agrees to execute documents reasonably required to discharge the lien hereby created upon Developer's final payment of the amounts due.

6 In the event that the Developer fails to pay amounts due and owing, the Township may, in its sole discretion, stop construction until payment is made.

7 The payments shall be maintained in a separate escrow account credited to the Township. The escrowed funds shall be returned to the Developer if they have not been expended or obligated for use within ten years of the date of receipt of payment.

8 Upon request, the Township shall provide the Developer with a statement as to the balance held in escrow.

9 The Township may use the amounts in the Developer's escrow account for construction of the improvements for which the assessment was made or construction of other improvements which, in the Township's judgment, provide equal or greater benefit to the Developer or which are mutually agreed upon by the parties.

10. The Township may use the amounts in the Developer's escrow account without further permission of or notice to the Developer. In its discretion, funds may be used by the Township for payment to contractors or others for actual construction, reimbursement to third parties for work performed, the Township's share of multi-jurisdictional improvements, planning, engineering feasibility studies and inspections, and other soft costs and for any other purposes relating to construction.

Affordable Housing Impact Fee

11. The approval provides that Developer shall pay an affordable housing impact fee in accordance with the Township ordinance providing for same. Such fee is 2.5% of the equalized assessed value of the development. The amount of the fee shall be calculated in accordance with Section 200-128 of the Township Code.

12. The Developer agrees to pay such fee, except that it shall be exempt therefrom if a building permit is issued before January 1, 2015.

13. The Developer agrees to pay 50% of the development fee at the issuance of the zoning permit and the remaining fee prior to the issuance of the certificate of occupancy.

14. The amounts due shall be a lien on the real estate described herein until final payment is made. This Agreement may be recorded in the Mercer County Clerk's Office. The Township agrees to execute documents reasonably required to discharge the lien hereby created upon Developer's final payment of the amounts due.

15. The amounts collected shall be deposited in the West Windsor Housing Trust Fund.

16. In the event the Developer fails to pay amounts due and owing, the Township may, in its sole discretion, stop construction until payment is made.

17. The amounts collected shall be used to address the Township's low- and moderate-income housing obligation and shall be spent in a manner consistent with Section 200-130 of the Code of the Township of West Windsor and other applicable law. They may be spent without further permission of or notice to the Developer.

Medical Office Space Limitation

18. Condition 20-5 of the memorializing resolution provides that medical office space shall be limited to 6,900 square feet. This condition shall continue to apply to development permitted by the approval until such time as it may be amended by the West Windsor Township Planning Board.

Other Provisions

19. This Agreement sets forth all of the promises, agreements, conditions, and understandings between the parties hereto relative to the subject matter set forth herein. Except as herein otherwise specifically provided, no subsequent alterations, amendments, or changes to this Agreement shall be binding upon either party unless reduced to writing and signed by each party.


20. All the terms, covenants, and conditions herein contained shall be for and shall inure to the benefit of and shall be binding upon the respective parties hereto and their successors and assigns.

21. All notices hereunder shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses herein stated.

IN WITNESS WHEREOF, the parties hereto have caused this document to be signed as of the date appearing on Page 1.

ATTEST

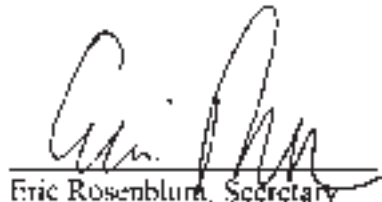
Township Of West Windsor


Sharon L. Young, Clerk


Shing-Fu Hsueh, Mayor

ATTEST.

Princeton Junction Commons, LLC

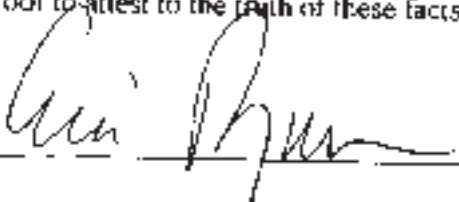

Eric Rosenblum, Secretary

By: 
Paul Celler, President

STATE OF NEW JERSEY)
) SS
COUNTY OF MERCER)

I certify that on May 30, 2013 Eric Rosenblum, Secretary, personally came before me and acknowledged under oath to my satisfaction that:

- a. This person is the Secretary of Princeton Junction Commons, LLC named in this Agreement, and
- b. This person is the attesting witness to the signing of this document by the proper officer, who is the president of the limited liability company; and
- c. This document was signed and delivered by the limited liability company as its voluntary act duly authorized by a proper resolution; and
- d. This person signed this proof to attest to the truth of these facts.



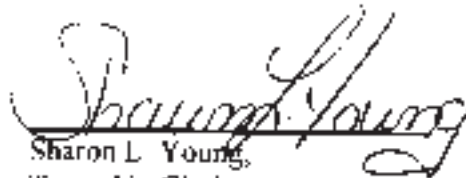
Sworn to and subscribed
before me this 30th day of May,
2013

CARLOS J YEPEZ
Notary Public
State of New Jersey
My Commission Expires Apr. 11, 2017
I.D.# 2410003

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I certify that on June 26, 2013 Sharon L. Young personally came before me and acknowledged under oath to my satisfaction that:

- a. This person is the Township Clerk of the municipal corporation named in this document,
- b. This person is the attesting witness to the signing of this document by the proper official, who is the Mayor of the municipal corporation,
- c. This document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of its governing body,
- d. This person knows the proper seal of the municipal corporation, which was affixed to this document, and
- e. This person signed this proof to attest to the truth of these facts


Sharon L. Young,
Township Clerk

Sworn to and subscribed
before me this 26 day of June,
2013








INSTR # 2013039862
C.R. 6174 PG 533 Fee \$33 + \$400.00 p.p.
RECORDED: 07/15/2013 03:39:48 PM
PAID & BILLED: DEED & COUNTY CLERK
MERCER COUNTY, NEW JERSEY

Prepared by:


Frank J. Petrino, Esq.

CONSERVATION AND MAINTENANCE AGREEMENT

In consideration for the approval by the Delaware and Raritan Canal Commission of the State of New Jersey, of the storm water management plans for a certain project located within the Delaware and Raritan Canal State Park Review Zone proposed by Princeton Junction Commons, LLC, the Owner (hereinafter "the Applicant") of the property upon which the project will be located, has granted to the Commission a Conservation and Maintenance Easement to insure that the required storm water management facilities are maintained in accordance with Commission regulations. In relation thereto, the parties agree as follows:

1. Princeton Junction Commons, LLC, a Limited Liability Company of the State of New Jersey, with its principal office in the State of New Jersey located at 504 Davina Court, Lakewood, New Jersey 08701, is the Applicant of the lands in the Township of West Windsor, Mercer County, more particularly known as Block 10, Lot 15.03, on the tax map of the Township West Windsor which lands are located at Clarksville-Groves Mill Road. In connection with a project proposed to be located on the subject property, Applicant has submitted to the Delaware and Raritan Canal Commission its plans for the construction and installation of storm water management facilities upon the premises in order to comply with the Commission's review zone regulations. These plans are contained in certain documents filed with the Commission as more particularly identified in the staff report by the Commission dated April 8, 2013, a copy of which report is attached hereto and made a part hereof.
2. On April 17, 2013, pursuant to the April 8, 2013 Staff Report recommending application number 11-4108, which includes the plans entitled Princeton Junction Commons, Amended Preliminary/Final Site Plan, prepared by T&M Associates, Middletown, New Jersey, dated July 1st, 2008, and revised through April 1, 2013 the Commission approved the above project application, and

as a condition of its approval, the Commission required the applicant to insure that the storm water management facilities are maintained in a manner that will provide for their compliance with the standards and criteria enumerated in the Delaware and Raritan Canal State Park review zone regulations (in force at the time of the start of construction of the stormwater management facilities).

3. The Applicant hereby agrees to properly maintain the storm water management facilities to insure said facilities function in accordance with the Delaware and Raritan Canal State Park review zone regulations in force as of this date and as set forth in the approved engineering plans dated 7/1/2008, R April 1/13. In the event that the Applicant fails to comply in any respect in this obligation, Applicant agrees, upon notification from the Commission, that the Commission shall have all of the rights and remedies afforded it by law for the enforcement of this conservation and maintenance easement agreement including the right to specifically enforce the same, and it further agrees that Applicant, provided it is not in compliance, will remain liable for the cost of such proceedings as well as the cost and expenses incurred by the Commission relating to any required maintenance of the storm water management facilities performed by the Commission.

In this connection, Applicant agrees that the Commission, its agents, servants, and employees, subject to forty-five (45) days prior notice to Applicant are hereby given access to that portion of the subject property affected by the storm water management facilities for the purpose of cleaning, repairing, and maintaining the approved storm water management facilities to insure these facilities comply with the standards and criteria of the review zone regulations as now in effect and the approved plans. Prior to the commencement of any proceedings to enforce this agreement and prior to incurring any cost or expenses for which the Applicant assumes liability, the Commission will give the aforementioned forty-five (45) days notice to Applicant of its intention to so proceed or to incur such expenses and will afford the Applicant this time to remedy any defect or deficiency relating to the condition of the storm water management facilities. Notwithstanding the foregoing, the Commission shall be entitled to enter or to have its agents enter immediately or as necessary to abate any emergency or nuisance. The rights granted herein to the Delaware and Raritan

Canal Commission of the State of New Jersey do not include the right to alter any buildings on the property and to disturb the use thereof other than for the purpose of cleaning, repairing and maintaining the approved storm water management facilities contained thereon to insure their compliance with the standard and criteria of the review zone regulations and/or the approved plans.

4. This agreement is binding upon the Applicant, its heirs, successors, and assigns; it shall be construed as an easement running with the land and shall be binding upon any person to whom title to the subject property is transferred as well as upon the heirs, successors and assigns of all such persons. Notwithstanding anything contained herein to the contrary, the parties hereto acknowledge and agree that the responsibilities and obligations of the Applicant as set forth herein are personal to **Princeton Junction Commons, LLC**, as long as he holds title to the subject property. Upon passage of title from **Princeton Junction Commons, LLC**, the responsibilities and obligations hereunder shall pass to the then title holder of the subject property.

5. Any written notice to Applicant shall be directed to them as follows:

Princeton Junction Commons, LLC
504 Davina Court,
Lakewood, New Jersey 08701

Any written notice to the Delaware and Raritan Canal Commission of the State of New Jersey shall be directed to them at:

Delaware and Raritan Canal Commission
33 Risler Street, Prallsville Mills
P.O. Box 539
Stockton, NJ 08559-0539

6. Applicant agrees to record this Conservation and Maintenance Easement and provide the Commission with evidence of same.

7. Upon request, the Delaware and Raritan Canal Commission of the State of New Jersey agrees to provide a letter to Applicant, or any lender or any party which Applicant shall require, indicating whether the Commission, as of the date of said letter, has commenced any action under this easement.

8. Although the Easement will benefit the public through protection of water resources, nothing herein shall be construed to convey a right to the public of access to the subject property, or any portion thereof.

IN WITNESS WHEREOF, the applicant has caused these presents to be duly executed and acknowledged, this 22nd day of March 2013.

ATTEST:

Applicant:

BY: Zahid
 Name: ZAHID SINDIA
 Title: TR. P. ASSOCIATES.

Paul Celler
 Paul Celler
 Managing Member

Executed and acknowledged by the Canal Commission this 11 day of July, 2013.

ATTEST:

DELAWARE AND RARITAN CANAL
 COMMISSION OF THE STATE OF
 NEW JERSEY

BY: Mary Colleen Christie Maloney Marlene Dwoley
 Mary Colleen Christie Maloney Marlene Dwoley
 Executive Director



STATE OF NEW JERSEY:

:SS

COUNTY OF HUNTERDON:

BE IT REMEMBERED that on this 11th day of July, 2013 before me the subscriber, personally appeared Marlene Doolcy, Executive Director of the Delaware and Raritan Canal Commission, who I am satisfied is the person named in and who executed the within instrument, and thereupon she acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, for the purposes therein expressed, and that the full and actual consideration paid for this easement, as such consideration is defined in P.L. 1968, c.49, Sec. 1(c), is for the approval of the Delaware and Raritan Canal Commission of the State of New Jersey, of the stream corridor designation for a certain project located within the Delaware and Raritan Canal State Park review zone proposed by the owner.


Jung W. Kim, Deputy Attorney General
State of New Jersey

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
Chris Christie, Governor, Kim Guadagno, Lt. Governor Bob Martin, Commissioner

PRALLSVILLE MILLS 33 RISLER STREET P.O. BOX 539 STOCKTON, NJ 08559-0539
(609) 397-2000 FAX: (609) 397-1081 www.dandrc.com

STAFF REPORT

PLEASE REFER TO DRCC # WHEN SUBMITTING
ADDITIONAL DOCUMENTS



DRCC #: 11-4108
DATE: April 8, 2013
PROJECT NAME: Princeton Junction Commons
Latest Submission Received: April 2, 2013

Applicant:
Princeton Junction Commons, L.L.C.
3635 Quakerbridge Road
Hamilton, New Jersey 08619

Engineer:
Nicholas C. Rotunda, P.E.
T&M Associates
11 Tindall Road
Middletown, New Jersey 07748

Project Location:

Road	Municipality	County	Block(s)	Lot(s)
Clarksville Road	West Windsor Township	Mercer	10	15.03

Jurisdictional Determination:

Zone B	Major	Nongovernmental
--------	-------	-----------------

Subject to Review for:

Drainage	Visual	Subdivision	Streams Corridors
X			

THIS STAFF REPORT IS ISSUED AS A GUIDE TO APPLICANTS IN COMPLYING WITH DRCC REGULATIONS. IT IS NOT AN APPROVAL. NO CONSTRUCTION SHALL BEGIN UNTIL A CERTIFICATE OF APPROVAL HAS BEEN ISSUED.

Documents Received: Letter from Zahid M. Siddiqui, PE, CFM, LEED-GA to Marlen Dooley (4 pages) dated April 2, 2013; Letter from Nicholas C. Rotunda, PE, to Ernest Hahn (2 pages) dated February 25, 2011; Amended Preliminary/ Final Site Plan (17 sheets) dated July 1, 2008, last revised April 1, 2013; Stormwater Management Report dated July 1, 2008, last revised March 29, 2013; Operations and Maintenance Manual dated July 1, 2008, last revised March 29, 2013; Preliminary Environmental Impact Worksheet dated January 2009; USGS Location Map and site photos (6 pages); all prepared by T&M Associates. Cross-Easement and Shared-Maintenance Agreement prepared by Elizabeth C. Lee, Esq. (21 pages) dated June 12, 1987.

.....
Staff comments continued on next page.

PO BOX 539 STOCKTON, NJ 08559 609-397-2000 FAX 609-397-1081
www.dandrcanal.com

The application is complete and shall be presented to the Commission for their action with a staff recommendation of approval at the April 17, 2013 meeting based upon the following analysis:

Existing: This 10.7-acre parcel is bordered to the southeast by Clarksville-Crover Mill Road and contains a mixture of woods, open space, and incomplete development. Some improvements were constructed on this site as part of a previously planned office park, including a portion of a stormwater management basin, a freshwater wetlands mitigation area, a rough-graded parking area (that has become overgrown), curbing, and drainage structures that were not completed.

Proposed Project: The applicant proposes to construct a two-story office building with a footprint of 15,000 square feet as well as associated parking, driveways, utilities and stormwater management facilities. Approximately 2.1 acres of new impervious surface is proposed.

Stream Corridor: No stream or 100-year floodplain impacts the site, which drains to Duck Pond Run and eventually into the canal. No stream corridor lies onsite.

Stormwater Runoff: As noted above, runoff from the site eventually drains into the canal. N.J.A.C. 7:45-8.3(a)2 prohibits new sources of stormwater discharging into the canal. Since the site proposes an increase in impervious surface, the volume of runoff reaching the canal will increase. In such a case, an applicant may typically propose to infiltrate the additional runoff in order to ensure that the volume of runoff reaching the canal does not increase. However, as noted below, onsite soil testing was performed, which demonstrates that the underlying soils are not amenable to recharge, and there is consequently no means of reducing the volume of runoff from the proposed development. In such a case, N.J.A.C. 7:45-8.3(a)5iii alternately permits new sources of stormwater entering the canal provided runoff from the water quality design storm is treated to achieve 95% TSS removal (which has been achieved, as further discussed below.) In order to further mitigate stormwater discharge from the site, runoff will be collected into the expanded detention basin, which is designed to attenuate runoff under developed conditions such that the proposed peak runoff rates during the 2, 10 and 100-year storms will be reduced to less than 50%, 75% and 80% of existing peak runoff rates, respectively, in compliance with the specific runoff quantity standards of N.J.A.C. 7:45-8.6.

Water Quality: The applicant has proposed a number of water quality treatments in order to meet the Commission's requirements. The existing detention basin will be expanded and modified in order to provide 60% TSS removal for both the proposed development and a large portion of the neighboring existing development and the adjoining county roadway, which currently do not receive water quality treatment. A manufactured treatment device that provides 50% TSS removal will also be installed to provide additional water quality treatment for sections of existing and proposed impervious surface. The combination of onsite and offsite treatment equates to an

DATE: March 21, 2011

PROJECT NAME: Princeton Junction Commons

average water quality treatment of 95% TSS removal for the onsite development, which meets the requirements of N.J.A.C. 7:45-8.3(a)5iii.

Groundwater Recharge: Onsite soil testing was performed, which demonstrates that the underlying soils are not amenable to recharge. High water tables and infiltration rates of less than 0.2 in/hr were discovered, which supports the available soil survey data for the site. As such, the applicant does not need to demonstrate compliance with the specific recharge standards of N.J.A.C. 7:45-8.5.

Nonstructural Methods: The submitted NSPS spreadsheet demonstrates that the proposed development is designed in accordance with the nonstructural strategies of N.J.A.C. 7:45-8.4. The site is located in PA-2, and requires 95% of existing points. Since the development results in 101% of existing points, the project meets this standard.

Staff Recommendation: Staff recommends approval.

Sincerely,



Marlene Dooley
Executive Director

c. West Windsor Township Planning Board
Mercer County Planning Board

Prepared By: Frank J. Patton, Esq.

DEED OF DEDICATION
(Right-of-Way)

THIS DEED, made this 14th day of June, 2013 between PRINCETON JUNCTION COMMONS, LLC, a Limited Liability Company of the State of New Jersey, with offices located at 504 Davina Court, Lakewood, New Jersey 08701 (hereinafter referred to as the "Grantor"), and COUNTY OF MERCER, a public corporation of the State of New Jersey with offices at 840 South Broad Street, P.O. Box 2058, Trenton, New Jersey 08650-0058 (hereinafter referred to as the "Grantee")

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

Transfer of Ownership. The Grantor grants, conveys and transfers ownership of the property described below to Grantee. The transfer is made for the sum of One Dollar and 00/100 Cents (\$1.00) and the Grantor acknowledges receipt of this money

Tax Map Reference (N.J.S.A. 48:15-21): The Property is a portion of the real property located in the Township of West Windsor, County of Mercer and identified as being a portion of Lot 15 03 in Block 10.

Property Being Transferred. The property consists of all that tract or parcel of real property situate and lying in the Township of West Windsor, County of Mercer and State of New Jersey being more fully described on Exhibit 'A' which is attached hereto and made a part hereof

Being a portion of the same premises conveyed to Grantor by Deed from Wiltshier, Inc., a Virginia Corporation formerly known as John E. Wiltshier Corporation dated January 5, 2006 and recorded on January 27, 2006 in the Mercer County Clerk's Office in Deed Book 05288, Page 0171.

This conveyance is made subject to effective and unexpired covenants, easements and restrictions of record, if any, and such facts as an accurate survey might disclose.

This conveyance is made on the condition that the lands and premises hereat conveyed shall be used for public road right-of-way, storm drainage, and other

PR2011003 10023312441

INSTN # 2013047920
RECORDED 06/14/2013 10:41 AM
MERCER COUNTY CLERK

DBS
7/1/13

municipal purposes. So long as the premises are used for the purposes stated herein, this conveyance shall be perpetual in duration.

The Grantor covenants that it has done no act to encumber said lands.

THIS DEED OF DEDICATION is given in satisfaction of Condition 1 of the Mercer County Planning Board approval dated April 18, 2013


Purpose of this Dedication: This conveyance is made on condition that the lands and premises herein conveyed shall be used for public road or highway purposes and for no other reason whatsoever. In the event of the violation of said condition and the failure to use said above premises for public road or highway purposes, the land and premises hereinabove described shall revert to the Grantor, its successors and assigns, and any title, right and interest of the Grantee shall cease and terminate as if these presents had not been made

Promises by Grantor: Grantor promises that the Grantor has done no act to encumber the property. This promise is called "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 making a mortgage or allowing a judgment to be entered against the Grantor)


Grantee by the acceptance of this Deed of Dedication agrees to be bound by the terms and conditions set forth herein.

Signatures. This Deed is signed by Grantor as of the date shown above.

WITNESS:



Eric Rosenblum, Secretary

PRINCETON JUNCTION COMMONS, LLC.


By: Paul Celler, President

Accepted by Resolution No. 2013-367, dated July 25, 2013

ATTEST:


Jennifer R. Worthy, Clerk to the Board of Chosen Freeholders


COUNTY OF MERCER

By: 
Brian M. Hughes, County Executive

(ACKNOWLEDGMENT ON NEXT PAGE)

STATE OF NEW JERSEY)
)
)SS.:
COUNTY OF ~~ESSEX~~)
)
)

On this 14th day of June 2013, before me, the subscriber, a Notary Public or Attorney at Law of the State of New Jersey personally appeared Paul Celler whom I am satisfied is the President of Princeton Junction Commons, LLC, the Limited Liability Company named in and subscribing to the within Deed of Dedication, and being by me duly sworn, he acknowledged, deposed and said that he signed, sealed and delivered the same on behalf of said Limited Liability Company, as its voluntary act and deed for the uses and purposes therein expressed, by virtue of authority of its Managing member, and that the full and actual consideration paid or to be paid for the transfer of title by the within Deed is \$1.00.


Notary Public or Attorney-at-Law
CATY LAWRENCE
Notary Public, State of New Jersey
Commission Expires August 5, 2013

Record and Return to:

**Mercer County Engineering
Room 302
McDade Administration Building
640 South Broad Street
P.O. Box 8068
Room 302
Trenton, NJ 08650**



MBSP-00011

June 7, 2013

**DESCRIPTION OF PORTION OF LOT 15.03 IN BLOCK 10,
10' WIDE PARCEL TO BE DEDICATED TO BECOME PART OF
CLARKSVILLE GROVERS MILL ROAD RIGHT-OF-WAY LOCATED
IN THE TOWNSHIP OF WEST WINDSOR, MERCER COUNTY, NEW JERSEY**

All that certain parcel of land being a portion of existing Lot 15.03 in Block 10 located in the Township of West Windsor, County of Mercer, New Jersey being hereby dedicated to become part of Clarksville Grovers Mill Road being more particularly described as follows:

BEGINNING in a point located on the common property boundary line of existing Lot 15.03 with Lot 15.02 in Block 10, where said line intersects with the existing northwesterly right-of-way (R.O.W.) line of Clarksville Grovers Mill Road, (Variable Width R.O.W.) said point being located 40 feet from the centerline, and running thence:

1. Along the proposed R.O.W. line of Clarksville Grovers Mill Road, being hereby established, on a curve to the right having a radius of 5,769.65 feet, an arc distance of 134.41 feet (said curve being subtended by delta angle of 01 degrees 20 minutes 05 seconds, a chord bearing of South 79 degrees 21 minutes 54 seconds East and a chord distance of 134.39 feet) to a point of tangency, thence;
2. South 78 degrees 41 minutes 52 seconds East, continuing along the proposed Clarksville Grovers Mill Road R.O.W. line, being hereby established, a distance of 388.81 feet to a point on the common property boundary line of existing Lot 15.03 with Lot 14 in Block 10, thence;
3. South 37 degrees 27 minutes 35 seconds West, along the aforementioned common property boundary line of existing Lot 15.03 with Lot 14 in Block 10, a distance of 10.80 feet to a point, thence;
4. North 78 degrees 41 minutes 52 seconds West, along the existing northwesterly R.O.W. line of Clarksville Grovers Mill Road, a distance of 384.74 feet, to a point of curvature, thence;
5. Continuing along the existing northwesterly R.O.W. line of Clarksville Grovers Mill Road, on a curve to the left having a radius of 5,759.65 feet, an arc distance of 134.09 feet (said curve being subtended by delta angle of 01 degrees 20 minutes 02 seconds, a chord bearing of North 09 degrees 38 minutes 06 seconds East and a chord distance of 134.09 feet) to a point (non-tangent), thence;

ENERGY & UTILITIES • ENVIRONMENTAL • PUBLIC WORKS • REAL ESTATE DEVELOPMENT
SOLID WASTE • TRANSPORTATION • WATER & WASTEWATER



MBSP-00011

June 7, 2013

**DESCRIPTION OF PORTION OF LOT 15.03 IN BLOCK 10,
10' WIDE PARCEL TO BE DEDICATED TO BECOME PART OF
CLARKSVILLE GROVERS MILL ROAD RIGHT-OF-WAY LOCATED
IN THE TOWNSHIP OF WEST WINDSOR, MERCER COUNTY, NEW JERSEY**

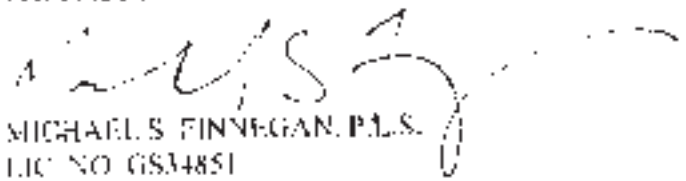
- 6 North 09 degrees 37 minutes 10 seconds East, along the common property boundary line of existing Lot 15.03 with Lot 15.02 of Block 10, a distance of 10.00 feet to the point and place of BEGINNING

Containing 5,210 Square Feet in area (0.119 Acres) more or less

It being the intention to describe all that portion of Lot 15.03 in Block 10, dedicated to become part of Clarksville Grovers Mill Road in the Township of West Windsor.

Description Prepared by:

T&M ASSOCIATES


MICHAEL S. FINNEGAN, P.L.S.
LIC NO. GS34851

Approved as to Form and Legality

Date

[Signature]
County Counsel

July 25, 2013

DEED OF DEDICATION FROM PRINCETON JUNCTION COMMONS, LLC, 504 DAVINA COURT, LAKEWOOD, NEW JERSEY 08701, TO THE COUNTY OF MERCER FOR THE PURPOSE OF RIGHT-OF-WAY ACQUISITION, WEST WINDSOR TOWNSHIP, MERCER COUNTY. FUNDS REQUIRED: \$1.00

WHEREAS, Princeton Junction Commons LLC, whose address is 504 Davina Court, Lakewood, New Jersey 08701, has granted a portion of the premise known and designated as Lot 15.03, block 10, Clarksville Road, containing 5,210 sq. ft. (0.119 Acres) ± of land, more or less, for a Deed of Dedication and has dedicated the portion of the premise known and designated as beginning at a point located on the common property boundary line of existing Lot 15.03 with Lot 15.02 in Block 10, where said line intersects with the existing Northwesterly Right-of-Way (R.O.W) line of Clarksville Road, (Variable width R.O.W.) said point being located 40 feet from the centerline, for a Deed of Dedication, located in the Township of West Windsor, County of Mercer, State of New Jersey, to the County of Mercer for the purposes as set forth in Deed, which is attached hereto and made part hereof; and.

.....
Clerk to the Board

RECORD OF VOTE													
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.
Cannon	X						Koontz	X				✓	
Carabelli	X					✓	Walter	X					
Colavita	X						Cimino	X					
Frishy	X												

X—Indicates Vote Abs.—Absent N.V.—Not Voting
Res.—Resolution Moved Sec.—Resolution Seconded

- 2 -

WHEREAS, it is in the best interest of the County to accept said Deed; now, therefore,

BE IT RESOLVED, that the Deed dated June 14, 2013, dedicating to the County of Mercer, rights to a portion of land located along Clarksville Road located upon a portion of Lot 15.03, Block 10, by Princeton Junction Commons, LLC, be accepted for the consideration of \$1.00 for the purpose of Right-of-Way in West Windsor Township, County of Mercer and State of New Jersey, upon approval as to form and execution by the County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward two (2) certified copies of this Resolution, and return two (2) said original Deeds to the County Engineer for further processing, and a copy of each to the Director of the Mercer County Department of Transportation and Infrastructure.

I hereby certify this to be a true
copy of the original.

Dea Yene
Mercer County Board of Freeholders

.....
Deputy Clerk to the Board

Record + Return to:

INSR # 2013051971

MILLER PORTER & MILLER, PC.
One Palmer Square, Suite 540
Princeton, NJ 08542

WEST WINDSOR TOWNSHIP
MERCER COUNTY, NEW JERSEY

LAND DEVELOPMENT PERFORMANCE GUARANTEE AGREEMENT

This Agreement, entered into this 19th day of August, 2013, between the Township of West Windsor, a municipal corporation of the State of New Jersey, whose principal address is 271 Clarksville Road, P.O. Box 38, Princeton Junction, New Jersey 08550 (hereinafter referred to as "Township") and Princeton Junction Commons, LLC (hereinafter called "Developer"), whose principal address is 504 Davina Court, Lakewood, NJ 08701.

WHEREAS, Developer received preliminary and final site plan approval, and variances and waiver from the Planning Board of the Township of West Windsor on May 26, 2010 as memorialized by Resolution of Memorialization (PB88-27), adopted July 14, 2010, for the construction of certain improvements on a tract of land situate in West Windsor Township, Mercer County, New Jersey, designated on the West Windsor tax map as Block 10, Lot 15.03 subject to the posting with the Township of performance guarantees pursuant to Section 200-82 of the West Windsor Township Land Development Code to insure the installation of certain public and quasi-public subdivision/site plan improvements, on- and/or off-tract, including, but not limited to, the payment for the costs of construction and inspection therefore as estimated by the Developer's Engineer and approved by the Township Engineer and more particularly as shown on the approved plans and as set forth in the memorandum dated June 12, 2013 revised July 1, 2013 attached hereto as Exhibit A made a part hereof (hereinafter, "the improvements") and, whereas said project is being developed by the Developer; and

WHEREAS, the Developer has posted one performance bond issued by First Indemnity of America as a performance guarantees to secure the installation of Clarksville Road improvements only in the amount of \$51,937.20 in accordance with the aforesaid Engineer's Estimates dated June 12, 2013 revised July 1, 2013, and

WHEREAS, the on-site improvements set forth in the aforesaid Engineer's Estimate shall be addressed by separate bonding to be provided by the Developer;

NOW, THEREFORE, IT IS AGREED between the Township and Developer as follows:

1. The Developer shall construct and install the improvements no more than two years from the date of the recording of the final subdivision plat, if a subdivision is involved, or complete execution of this Agreement, whichever is earlier.
2. The time allowed for installation of the improvements may be extended by the Township Council, by resolution upon recommendation by the Township Engineer. As a

DB 6178-527

2013 7 pgs. 93.00 LF 1084

condition and/or as a part of any such extension of the period established in Paragraph 1, the amount of any performance guarantee shall be increased or reduced, as the case may be, to an amount not to exceed one hundred twenty (120%) percent of the cost of the installation of the improvements, which costs shall be determined by the Township Engineer in accordance with the method of calculation set forth in N.J.S.A. 40:55D-53 as of the time of the passage of the resolution authorizing the execution of this Agreement.

3. The Developer shall indemnify, defend and save harmless the Township, its officials, agents and/or employees, from and against any and all claims for damages caused by the failure of the Developer to construct and install said improvements in accordance with this Agreement. This provision shall also be referenced herein as the "claims for damages."

4. A. To insure that there is performance under this Agreement by the Developer, the Developer has posted total cash in the amount of \$5,770.80 being the equivalent of 10 percent of the total guarantee for the improvements to Clarksville Road and for the remaining ninety (90) percent has caused a performance bond to be issued by First Indemnity of America Insurance Company being Bond No. FPI019951 in the amount of FIFTY ONE THOUSAND NINE HUNDRED THIRTY-SEVEN 20/100 UNITED STATES DOLLARS (\$51,937.20) for the improvements to Clarksville Road. Said amounts represent 120% of the cost of the public improvements and 25% of the cost of the quasi-public improvements as estimated by the Developer's Engineer and approved by the Township Engineer, as reflected in the Engineer's memoranda dated June 12, 2013 revised July 1, 2013 attached to this Agreement as Exhibit A.

B. If the improvements are not constructed and installed in any respect (for example, failure to construct failure to correct an improvement constructed) in accordance with this Agreement or if any claim for damages is made and not settled within the time limit herein, the Township shall have the right thereafter to undertake itself or through a third party such construction, installation and completion thereof or of any part thereof or to settle any claim for damages and to draw against the performance guarantee in the amount necessary and apply the proceeds thereof to the cost of the Township's undertaking. If the cost of the Township's undertaking and completion is less than the amount of said performance guarantee, the difference shall not be drawn by the Township, and the Township, upon completion of the improvements and settlement of claims, shall authorize the cancellation of the performance guarantee or reduction therein, whichever is applicable. However, if the Township's cost of undertaking to complete and correct the improvements required exceeds the amount of the performance guarantee, the Developer shall cure the deficiency within ten calendar days of written notice of such deficiency. In the event of a default by the Developer, the Township shall have the right to draw against the performance guarantee to its fullest extent during the term of this Agreement or any extension thereof notwithstanding that the Township may not have completed the construction or installation of the improvements or settlement of claims by the time set forth in Paragraph 1 herein.

If the improvements are not constructed and installed in all respects in accordance with this Agreement and all claims for damages settled, then, upon the certification of the

Township Engineer to such facts the Township, through its attorney, shall authorize whatever actions necessary to use the performance guarantee.

C. The Township from time to time may also authorize partial or full cancellation of the performance guarantee as portions of the improvements are completed when (1) the Developer requests a reduction or release; (2) the Township Engineer approves it; and (3) a resolution is adopted by the Township Council authorizing said reduction and/or release in accordance with Paragraph 2 hereinabove. However, the Township shall be entitled to draw and retain all amounts necessary to pay for the cost of inspection incurred by the Township Engineering Department and consultants authorized by said Department. It is further provided that the performance guarantee shall not be canceled by authority of the Township Council prior to its termination date unless and until the Developer shall have submitted to the Township, upon completion of the improvements, a maintenance guarantee with respect thereto as required by Section 200-82 of the West Windsor Township Land Development Code

5. The Developer, by the execution of this Agreement, hereby authorizes the Township to deposit any funds drawn under the performance guarantee in a trust account of the Township in any bank or trust company authorized to do business in the State of New Jersey pending the completion of the improvements. The Township shall not be liable for any interest on the full deposit and/or any part thereof, but shall be permitted to keep any applicable interest earned in accordance with law.

6. The performance bonds shall be deemed to be continuous in form and shall remain in full force and effect until the improvements are accepted by the municipality and the bond is released or until default is declared or until the bond is replaced by another bond meeting applicable legal requirements.

Notice of any replacement of bond shall be sent to the Township Engineer, Township Administrator and Township Attorney by certified mail, return receipt requested to the above address for their review and approval.

7. This Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, executors, administrators, successors, and assigns. This Agreement shall become effective upon the execution of this Agreement by the Developer and the authorization by and the Execution of the Mayor and Township Clerk by the Township. Said Agreement shall be recorded by the Planning Board Attorney in the Mercer County Clerk's office.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused these presents to be signed and attested to by their proper corporate officers or legal representatives the day and year first written above.

ATTEST

Sharon Young
Sharon Young, Clerk

TOWNSHIP OF WEST WINDSOR

By: Shing-Fu Hsueh
Shing-Fu Hsueh, Mayor

WITNESS/ATTEST:

CAROL A. BACKUS
(Type or print name of signatory)

By: Paul Celner
(Type or print name of signatory)
PAUL CELNER

STATE OF NEW JERSEY:

:89

COUNTY OF MERCER :

I certify that on August 23, 2013 Sharon Young personally came before me and acknowledged under oath to my satisfaction that:

- a. This person is the Township Clerk of the municipal corporation named in this document;
- b. This person is the attesting witness to the signing of this document by the proper official, who is the Mayor of the municipal corporation;
- c. This document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of its governing body;
- d. This person knows the proper seal of the municipal corporation, which was affixed to this document; and
- e. This person signed this proof to attest to the truth of these facts.

Sharon Young
Sharon Young, Township Clerk

Sworn to and subscribed before me this 23 day of August, 2013.

Gay Marjorie Huleh
Notary Public

GAY MARJORIE HULEH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 6, 2016

STATE OF NEW JERSEY)
) ss.
COUNTY OF Ocean)

On this 24 day of July, 2013, before me, personally appeared Paul Allen known to me to be the Managing Member of Princeton Junction Commons, LLC described in and who executed the foregoing instrument and he thereupon acknowledged to me that he executed the same as and for the act and deed of said Company.

Sworn to and subscribed before
me this 24 day of July,
2013.
Carla Backl
Notary Public

Carla Backl
CAROLA BACKLB
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 10, 2017

CAROLA BACKLB
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 10, 2017



WEST WINDSOR TOWNSHIP

DEPARTMENT OF COMMUNITY DEVELOPMENT
DIVISION OF ENGINEERING

June 12, 2013
REVISED July 1, 2013

RECEIVED
JUL - 1 2013

To: Samuel J. Surtees, Land Use Manager

From: Francis A. Guzik, PE, CME
Township Engineer *FG*

Subject: Performance Guarantee Estimate – Site Improvements
Princeton Junction Commons
Preliminary / Final Major Site Plan
Block 10, Lot 15.03
Clarksville – Grovers Mill Road
PB 88-27 Amended

WEST WINDSOR TOWNSHIP
DIVISION OF LAND USE

Based on the supplemental Cost Estimate for landscaping as prepared by T&M Associates for the referenced project, the REVISED required performance guarantees for the on-site improvements and for the separate Clarksville Road improvements related to this project are as follows. Phase I on-site bond estimates will be transmitted under separate cover.

On-Site Improvements	
Engineer's Estimate: Total Estimated Cost =	\$ 769,857.00
Required Performance Guarantee: @ 25% =	\$ 192,464.00
Min. Cash Portion @ 10% =	\$ 19,246.00
Bond Portion @ 90% =	\$ 173,218.00
Required Inspection Fees: @ 5% =	\$ 38,493.00

Clarksville Road Improvements	
Engineer's Estimate: Total Estimated Cost =	\$ 48,090.00
Required Performance Guarantee: @ 120% =	\$ 57,708.00
Min. Cash Portion @ 10% =	\$ 5,770.80
Bond Portion @ 90% =	\$ 51,937.20
Required Inspection Fees: @ 5% =	\$ 2,404.50

Should you have any questions or comments please do not hesitate to contact me.

Enclosures (to all)
CC. Applicant
Office of the Mercer County Engineer
Van Cleef Engineering

N:\DEV\Pr Jct Commons 88-27\m/f/jac\commons 88-27 REVISED bond estimates (7/1/13).doc

271 CLARKSVILLE ROAD • P.O. BOX 38 • WEST WINDSOR, NEW JERSEY 08550 • (609) 799-9396 • FAX (609) 275-4850
WEBSITE: WWW.WESTWINDSORNJ.ORG E-MAIL: WVW@WESTWINDSORNJ.COM

Exhibit A

WEST WINDSOR TOWNSHIP 271 Clarksville Road Princeton Junction, NJ 08550 (609) 799-8398 • (609) 275 4850 fax		SITE IMPROVEMENT BOND ESTIMATE		Sheet No. 1 of 1 File No.: PB88-27 Date: 6/3/2013	
Applicant: Princeton Junction Commons NAME ADDRESS PHONE NO.			Project Name: PB88-27Am# Princeton Junction Commons CLARKSVILLE RD IMPROVEMENTS Estimated By: T&M Associates Checked By: VCEA (MR)		
(1) ITEM NO.	(2) DESCRIPTION	(3) QUANTITY	(4) UNIT PRICE	(5) ESTIMATED COST	(6) WORK COMP.
1	Concrete Vertical Curb	490 LF	\$20.00	\$9,800.00	0%
2	Concrete Sidewalk 4" Thick	1,540 SF	\$4.00	\$6,160.00	0%
3	2" HMA B.5 MS4	86 TONS	\$70.00	\$6,020.00	0%
4	6" HMA 1B MS4	197 TONS	\$70.00	\$13,790.00	0%
5	Inlets, Type B	1 EA	\$3,500.00	\$3,500.00	0%
6	21" RCP (Class 3)	35 LF	\$32.00	\$1,120.00	0%
7	Reinforced Concrete Headwall	1 EA	\$2,500.00	\$2,500.00	0%
8	Scour Hole	4 CY	\$75.00	\$300.00	0%
9	Traffic Control	1 EA	\$7,500.00	\$7,500.00	0%
TOTAL ESTIMATED COST				\$48,090.00	
TOTAL BOND AMOUNT (120% OF TOTAL)				\$57,708.00	
90% OF BOND AMOUNT POSTED IN FORM OF SURETY BOND:				\$51,937.20	
10% OF BOND AMOUNT POSTED IN FORM OF CASH:				\$5,770.80	
INITIAL INSPECTION FEE AMOUNT (5% OF ESTIMATED COST)				\$2,404.50	

APPROVED
 JUN 12 2013
 WEST WINDSOR TOWNSHIP
 ENGINEERING DIVISION



Record + Return to:

INSTR # 2013051992

MILLER PORTER & MULLER, P.C.
One Palmer Square, Suite 540
Princeton, NJ 08542

WEST WINDSOR TOWNSHIP
MERCER COUNTY, NEW JERSEY

LAND DEVELOPMENT PERFORMANCE GUARANTEE AGREEMENT

This Agreement, entered into this 19th day of August, 2013, between the Township of West Windsor, a municipal corporation of the State of New Jersey, whose principal address is 271 Clarksville Road, P.O. Box 38, Princeton Junction, New Jersey 08550 (hereinafter referred to as "Township") and Princeton Junction Commons, LLC (hereinafter called "Developer"), whose principal address is 504 Davina Court, Lakewood, NJ 08701.

WHEREAS, Developer received preliminary and final site plan approval, and variances and waiver from the Planning Board of the Township of West Windsor on May 26, 2010 as memorialized by Resolution of Memorialization (PB88-27), adopted July 14, 2010, for the construction of certain improvements on a tract of land situate in West Windsor Township, Mercer County, New Jersey, designated on the West Windsor tax map as Block 10, Lot 15.03 subject to the posting with the Township of performance guarantees pursuant to Section 200-82 of the West Windsor Township Land Development Code to insure the installation of certain public and quasi-public subdivision/site plan improvements, on- and/or off-tract, including, but not limited to, the payment for the costs of construction and inspection therefore as estimated by the Developer's Engineer and approved by the Township Engineer and more particularly as shown on the approved plans and as set forth in the attached memorandum dated July 1, 2013 attached hereto as Exhibit A made a part hereof (hereinafter, "the improvements") and, whereas said project is being developed by the Developer; and

WHEREAS, the Developer has a performance bond issued by First Indemnity of America as a performance guarantees to secure the installation of Phase One only on-site improvements work in the amounts of \$53,444.00 in accordance with the aforesaid Engineer's Estimates dated July 1, 2013; and

NOW, THEREFORE, IT IS AGREED between the Township and Developer as follows:

1. The Developer shall construct and install the improvements no more than two years from the date of the recording of the final subdivision plat, if a subdivision is involved, or complete execution of this Agreement, whichever is earlier.
2. The time allowed for installation of the improvements may be extended by the Township Council, by resolution upon recommendation by the Township Engineer. As a condition and/or as a part of any such extension of the period established in Paragraph 1, the amount of any performance guarantee shall be increased or reduced, as the case may be, to an

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DD5 7pys. 93.00 ck. 1084

amount not to exceed one hundred twenty (120%) percent of the cost of the installation of the improvements, which costs shall be determined by the Township Engineer in accordance with the method of calculation set forth in N.J.S.A. 40:55D-53 as of the time of the passage of the resolution authorizing the execution of this Agreement.

3. The Developer shall indemnify, defend and save harmless the Township, its officials, agents and/or employees, from and against any and all claims for damages caused by the failure of the Developer to construct and install said improvements in accordance with this Agreement. This provision shall also be referenced herein as the "claims for damages."

4. A. To insure that there is performance under this Agreement by the Developer, the Developer has posted total cash in the amount of \$5,938.00 being the equivalent of 10 percent of the total guarantee for the Phase One only on-site work improvements and for the remaining ninety (90) percent has caused a performance bond to be issued by First Indemnity of America Insurance Company being and Bond No. FP0019950 in the amount of FIFTY THREE THOUSAND FOUR HUNDRED FORTY-FOUR 00/100 UNITED STATES DOLLARS (\$53,444.00) for the Phase One only on-site improvements. Said amounts represent 120% of the cost of the public improvements and 25% of the cost of the quasi-public improvements as estimated by the Developer's Engineer and approved by the Township Engineer, as reflected in the Engineer's memoranda dated July 1, 2013 respectively and attached to this Agreement as Exhibit A.

B. If the improvements are not constructed and installed in any respect (for example, failure to construct failure to correct an improvement constructed) in accordance with this Agreement or if any claim for damages is made and not settled within the time limit herein, the Township shall have the right thereafter to undertake itself or through a third party such construction, installation and completion thereof or of any part thereof or to settle any claim for damages and to draw against the performance guarantee in the amount necessary and apply the proceeds thereof to the cost of the Township's undertaking. If the cost of the Township's undertaking and completion is less than the amount of said performance guarantee, the difference shall not be drawn by the Township, and the Township, upon completion of the improvements and settlement of claims, shall authorize the cancellation of the performance guarantee or reduction therein, whichever is applicable. However, if the Township's cost of undertaking to complete and correct the improvements required exceeds the amount of the performance guarantee, the Developer shall cure the deficiency within ten calendar days of written notice of such deficiency. In the event of a default by the Developer, the Township shall have the right to draw against the performance guarantee to its fullest extent during the term of this Agreement or any extension thereof notwithstanding that the Township may not have completed the construction or installation of the improvements or settlement of claims by the time set forth in Paragraph 1 herein.

If the improvements are not constructed and installed in all respects in accordance with this Agreement and all claims for damages settled, then, upon the certification of the Township Engineer to such facts the Township, through its attorney, shall authorize whatever actions necessary to use the performance guarantee.

C. The Township from time to time may also authorize partial or full cancellation of the performance guarantee as portions of the improvements are completed when (1) the Developer requests a reduction or release; (2) the Township Engineer approves it; and (3) a resolution is adopted by the Township Council authorizing said reduction and/or release in accordance with Paragraph 2 hereinabove. However, the Township shall be entitled to draw and retain all amounts necessary to pay for the cost of inspection incurred by the Township Engineering Department and consultants authorized by said Department. It is further provided that the performance guarantee shall not be canceled by authority of the Township Council prior to its termination date unless and until the Developer shall have submitted to the Township, upon completion of the improvements, a maintenance guarantee with respect thereto as required by Section 200-82 of the West Windsor Township Land Development Code.

5. The Developer, by the execution of this Agreement, hereby authorizes the Township to deposit any funds drawn under the performance guarantee in a trust account of the Township in any bank or trust company authorized to do business in the State of New Jersey pending the completion of the improvements. The Township shall not be liable for any interest on the full deposit and/or any part thereof, but shall be permitted to keep any applicable interest earned in accordance with law.

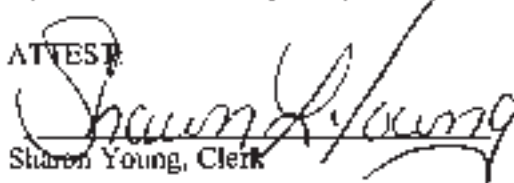
6. The performance bonds shall be deemed to be continuous in form and shall remain in full force and effect until the improvements are accepted by the municipality and the bond is released or until default is declared or until the bond is replaced by another bond meeting applicable legal requirements.

Notice of any replacement of bond shall be sent to the Township Engineer, Township Administrator and Township Attorney by certified mail, return receipt requested to the above address for their review and approval.

7. This Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, executors, administrators, successors, and assigns. This Agreement shall become effective upon the execution of this Agreement by the Developer and the authorization by and the Execution of the Mayor and Township Clerk by the Township. Said Agreement shall be recorded by the Planning Board Attorney in the Mercer County Clerk's office.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused these presents to be signed and attested to by their proper corporate officers or legal representatives the day and year first written above.


ATTEST:

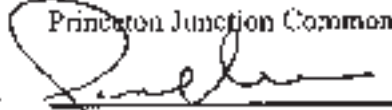

Sharon Young, Clerk

TOWNSHIP OF WEST WINDSOR

By: 
Shing-Fa Hsueh, Mayor

WITNESS/ATTEST:


CAROL A. BRUCIE
(Type or print name of signatory)

Princeton Junction Commons, LLC
By: 
(Type or print name of signatory)
PAUL CULLEN

STATE OF NEW JERSEY.

COUNTY OF MERCER

:ss
:

I certify that on April 23, 2013 Sharon Young personally came before me and acknowledged under oath to my satisfaction that:

- a. This person is the Township Clerk of the municipal corporation named in this document;
- b. This person is the attesting witness to the signing of this document by the proper official, who is the Mayor of the municipal corporation;
- c. This document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of its governing body;

- d. This person knows the proper seal of the municipal corporation, which was affixed to this document; and
- e. This person signed this proof to attest to the truth of these facts.

Sharon Young
 Sharon Young, Township Clerk

Sworn in and subscribed before me this 23 day of August, 2013.

Gay Marjorie Huber
 Notary Public

GAY MARJORIE HUBER
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires Feb. 6, 2016

STATE OF NEW JERSEY)
) ss.
 COUNTY OF Union)

On this 24 day of July, 2013, before me, personally appeared Paul Acker, known to me to be the Managing Member of Princeton Junction Commons, LLC described in and who executed the foregoing instrument and he thereupon acknowledged to me that he executed the same as and for the act and deed of said Company.

Carol A. Backle

Sworn to and subscribed before me this 24 day of July, 2013.

Carol A. Backle
 Notary Public
 CAROL A. BACKLE
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 MY COMMISSION EXPIRES MAY 16, 2017

CAROL A. BACKLE
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 MY COMMISSION EXPIRES MAY 16, 2017



WEST WINDSOR TOWNSHIP

DEPARTMENT OF COMMUNITY DEVELOPMENT

DIVISION OF PERMITTING

JUL - 1 2013

WEST WINDSOR TOWNSHIP
DIVISION OF LAND USE

July 1, 2013

To: Samuel J. Surtees, Land Use Manager

From: Francis A. Guzik, PE, CMT
Township Engineer

Subject: **Performance Guarantee Estimate – PHASE ONE ON-SITE Improvements**
Princeton Junction Commons
Preliminary / Final Major Site Plan
Block 10, Lot 15.03
Clarksville – Grovers Mill Road
PB 88-27 Amended

Based on the supplemental Cost Estimate as prepared by T&M Associates for the referenced project, the required performance guarantees for the **PHASE ONE** on-site improvements related to this project are as follows. Clarksville Road performance guarantee requirements were transmitted under separate cover, and are not included in this estimate.

PHASE ONE On-Site Improvements Only	
Engineer's Estimate: Total Estimated Cost =	\$ 237,531.00
Required Performance Guarantee: @ 25% =	\$ 59,383.00
Min. Cash Portion @ 10% =	\$ 5,938.00
Bond Portion @ 90% =	\$ 53,444.00
Required Inspection Fees: @ 5% =	\$ 11,877.00

Should you have any questions or comments please do not hesitate to contact me.

Enclosures (to all)
CC: Applicant
Van Cleef Engineering

NADEWIT Jct Commons 88-27un/Fin/Commons 88-27 Phase 1 OnSite bond 130701.doc

271 CLARKSVILLE ROAD · P.O. BOX 38 · WEST WINDSOR, NEW JERSEY 08550 · (609) 799-9396 · FAX (609) 275-4850

WEBSITE: WWW.WESTWINDSORNJ.ORG

E-MAIL: WWW@WESTWINDSORNJ.NJ.COM

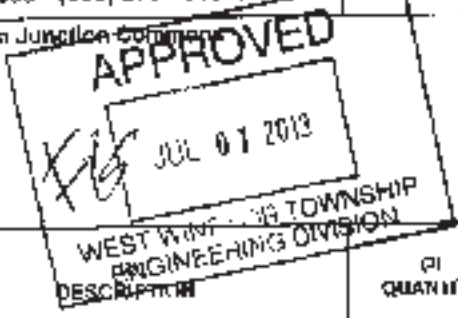
Exhibit A

WEST WINDSOR TOWNSHIP
 271 Clarksville Road
 Princeton Junction, NJ 08550
 (609) 799-9395 • (609) 275-4850 fax

**SITE
 IMPROVEMENT
 BOND ESTIMATE**

File No. **PBB8-27**
 Date: **5/30/2013**
 REVISED: 7/1/2013

Applicant: Princeton Junction Commons
 NAME
 ADDRESS
 PHONE NO



Project Name: **PBB8-27 And
 Princeton Junction Commons
 PHASE ONE ONLY
 ON-SITE IMPROVEMENTS**
 Estimated By: **T&M Associates**
 Checked By: **VCEA (MB)**

(1) ITEM NO.	(2) DESCRIPTION	(3) QUANTITY	(4) UNIT PRICE	(5) ESTIMATED COST	(6) WORK COMP
Site Preparation					
1	Clearing Woods	5.00 AC	\$5,000.00	\$25,000.00	
2	Soil Erosion and Sediment Control	1.00 LS	\$12,000.00	\$12,000.00	
3	Demolition, Site by S/A Basis	1 LS	\$8,000.00	\$8,000.00	
4	Sediment Basin	501 CY	\$4.00	\$2,004.00	
5	Permanent Stabilization	9,099 SY	\$1.25	\$11,373.75	
6	Dense Graded Aggregate, 8" Thick	6,809 SY	\$8.00	\$40,854.00	
Site Improvements (4000.00)					
1	Concrete Sidewalk, 4' Thick	1,560 SF	\$4.00	\$6,240.00	
2	Belgian Block Curb	1,898 LF	\$20.00	\$37,960.00	
13	R.O.W Monuments	2 EA	\$250.00	\$500.00	
Storm Sewer					
1	15" RCP (Class 3)	614 LF	\$22.00	\$13,508.00	
2	15" RCP (Class 5)	224 LF	\$26.00	\$5,824.00	
3	18" x 30" RCP (Class 3)	10 LF	\$64.00	\$640.00	
6	30" RCP (Class 3)	39 LF	\$40.00	\$1,520.00	
8	Inlets, Type B	3 EA	\$2,500.00	\$7,500.00	
9	Inlets, Type B Modified	2 EA	\$3,200.00	\$6,400.00	
10	Inlets, Type E	2 EA	\$3,000.00	\$6,000.00	
12	Sediment Basin Outlet Control Structure	1 EA	\$5,000.00	\$5,000.00	
13	Reinforced Concrete Headwall	1 EA	\$2,000.00	\$2,000.00	
14	Hard End Section	1 EA	\$650.00	\$650.00	
Signs and Striping					
1	Handicapped Parking Signs	4 EA	\$175.00	\$700.00	
2	Parking Striping, 4" Thick	2,511 LF	\$1.00	\$2,511.00	
3	Roadway Striping, 4" Thick, Thermoplastic	715 LF	\$1.50	\$1,072.50	
4	Striping, Directional Arrows, Handicap Symbols	8 EA	\$150.00	\$900.00	
5	Strip Bars, 24" Wide	18 LF	\$2.00	\$36.00	
Landscaping					
Restoration Area Planting					
1	Trees	50 EA	\$400.00	\$20,000.00	
2	Deciduous and Evergreen Shrubs	200 EA	\$50.00	\$10,000.00	
3	Fertilizer, Seed and Mulch	6,670 SY	\$1.25	\$8,337.50	
TOTAL ESTIMATED COST				\$237,531	
TOTAL BOND AMOUNT (25% OF TOTAL)				\$59,383	
50% OF BOND AMOUNT POSTED IN FORM OF SURETY BOND				\$29,691	
10% OF BOND AMOUNT POSTED IN FORM OF CASH				\$5,938	
INITIAL INSPECTION FEE AMOUNT (5% OF ESTIMATED COST)				\$11,877	



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DB 6178 PG 1097 Page 1097 1130 024 244
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PAGE 501 (M) COUNTY OF MERCER
MERCER COUNTY, NEW JERSEY

Prepared by:

Frank J. Petrino, Esq.

NJDEP File No.: 1113-05-0001.1 FWW 05001

GRANT OF CONSERVATION RESTRICTION/EASEMENT
(Mitigation Site Area)

THIS GRANT OF CONSERVATION RESTRICTION/EASEMENT is made this 2nd day of August, 2013, by Princeton Junction Commons, L.L.C. a limited liability company of the State of New Jersey, its heirs, successors and assigns and all legal and equitable owners, and any and all current or successor holders of any interest in and to the property whose address is 504 Davina Court, Lakewood Township, County of Ocean, State of New Jersey, hereinafter referred to as the "Grantor," in favor of and to the New Jersey Department of Environmental Protection, its successors and assigns, hereinafter referred to as the "Grantee".

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of certain real property located in the Township of West Windsor, County of Mercer, New Jersey, designated as Lot 15.03, Block 10 on the official Tax Map of the Township of West Windsor, County Clerk or Recorder's Deed Book Number 05268, Page Number 0171, (hereinafter "the Property"); and

WHEREAS, the Grantor has obtained a Freshwater Wetlands Permit NJDEP File No. 1113-05-0001.1 FWW 05001 (FWIPW), pursuant to the Freshwater Wetlands Protection Act, N.J.S.A. 13:9B-1, and the Freshwater Wetlands Protection Act Rules, N.J.A.C. 7:2A, for a land use development, attached hereto as **Exhibit A**; and

WHEREAS, the Permit issued to the Grantor is conditioned upon the Grantor's recording of a Grantee approved Conservation Restriction/Easement, pursuant to N.J.A.C. 7:2A-15.2 (i) for the mitigation site area (hereinafter the "Restricted Area" or "mitigation site area") as shown on the approved plan(s), entitled "Deed Restricted Area Exhibit, prepared by T&M Associates, dated June 25, 2013, attached hereto as **Exhibit B**, and more particularly described on a legal description (metes and bounds) of the Restricted Area, attached hereto as **Exhibit C**; and

WHEREAS, wetlands play a significant role in the maintenance of environmental quality on a community, regional, and statewide level; and

WHEREAS, wetland mitigation site areas are a significant natural area and are an integral portion of a wetlands ecosystem; and

005 34p 263-0600

DB 6178-1097

WHEREAS, the Grantor, having the authority to do so, intends to construct a wetland mitigation project, known as Princeton Junction Commons site, at the wetland mitigation site; and

WHEREAS, the Grantee desires to preserve the wetland mitigation site area in its enhanced state, so as to preserve and protect wetlands, open waters, and resident animal and plant species on the Restricted Area, including the air space and subsurface forever in its natural state, and

WHEREAS, the Grantee is authorized by N.J.S.A. 13:1D-9 to formulate comprehensive policies for the conservation of the natural resources, to promote environmental protection and prevent pollution of the environment of the State, and is authorized by N.J.S.A. 13:8B-3 to acquire and enforce conservation restrictions; and

WHEREAS, the Grantor, having the authority to do so, intends to enter into this Conservation Restriction/Easement in order to grant to the Grantee a Conservation Restriction/Easement on the Property to restrict subsequent development of the Restricted Area.

NOW THEREFORE, in consideration for the issuance of the Permit and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the facts recited above and the terms, conditions and restrictions contained herein, the Grantor hereby agrees that the Property shall be subject in perpetuity to the following conveyances, covenants and restrictions in favor of the Grantee:

1. Grantor hereby conveys, transfers, assigns and grants to the Grantee a Conservation Restriction/Easement with respect to that portion of the Property as designated as the Restricted Area shown in **Exhibit B** and as described in **Exhibit C**.
2. Terms 26, 27 and 28 below shall only be considered by the Grantee in cases where the Grantee has determined that the de minimis modifications are in the public interest pursuant to N.J.A.C. 7:7A-7.2(b)(2).
3. Specifically, including but not limited to the following activities shall not occur within the Restricted Area, with the exception of those activities that are specifically a construction or maintenance component of the mitigation plan approved as part of the DEP Permit, **Exhibit A**:
 - a. Removal, excavation, or disturbance of the soil;
 - b. Dumping or filling with any materials;
 - c. Installation of structures;

- d. Placement of pavement or other impervious surface;
 - e. There shall be no removal, destruction or cutting of trees or plants, planting of trees or plants, introduction of non-native animals and plants, grazing of domestic animals, or disturbance or change in the natural habitat in any manner, except as provided in par. 8 (e) below
 - f. The use of fertilizers, herbicides or pesticides that are not specifically approved under the wetlands mitigation plan;
 - g. Taking any action to alter the hydrology of the Restricted Area;
 - h. Any other activities, unless explicitly permitted as part of the Conservation Restriction/Easement;
 - i. Any other activities constituting a regulated activity under the Freshwater Wetlands Protection Act, N.J.S.A. 13 9B-1 et seq. or N.J.A.C. 7:27A-2.2 (a) and 2.2 (b), as amended ("Regulated activities in freshwater wetlands and State open waters"). Any other activities constituting a regulated activity under N.J.A.C. 7:27A- 2.6, as amended. ("Regulated activities in transition areas"); and
4. The Restricted Area, including its air space and its subsurface, and any portion thereof shall not be included as part of the gross area of other property not subject to this Conservation Restriction/Easement for the purpose of determining density, lot coverage, or open space requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density.
 5. There shall be no other acts or uses detrimental to the preservation of the Restricted Area, including its air space and its subsurface in their natural state as a valuable component of a wetlands ecosystem.
 6. The boundaries of the Restricted Area shall be marked by an unobtrusive, semi-permanent visual marker in a manner of the Grantee's choosing, and to the Grantee's satisfaction, no less than 30 days prior to commencement of site preparation. Examples include fence post, pipe in the ground, and survey markers.
 7. This Conservation Restriction/Easement shall be a burden upon and shall run with the Property, and shall bind Grantor, its heirs, successors and assigns, in perpetuity. The Grantor shall give notice of this deed restriction to all holders of any easements in the Restricted Area within 30 days of recording by the County Clerk.
 8. It is the purpose of the Conservation Restriction/Easement to assure that the Restricted Area will be maintained as such and to prevent any disturbance or

development to that portion of the Property. To carry out this purpose, the following rights are granted to Grantee by this Conservation Restriction/Easement:

- a. To enter upon the Property in a reasonable manner and at reasonable times so as to assure compliance with the provisions of this Conservation Restriction/Easement; and
 - b. In addition to the exercise of any other statutory or common law right, to enjoin any activity on, or use of, the Restricted Area that is inconsistent with the purpose of this Conservation Restriction/Easement, and to enforce the restoration of such areas or features of the Restricted Area that may be damaged by inconsistent activity or use.
 - c. The right, but not the obligation, to monitor the condition of the rare plant and animal populations, plant communities, and natural and/or constructed habitats on the Restricted Area, and to manage them, if necessary, for their continued survival and quality on the Restricted Area. Such activities shall be in accordance with management practices of the Department, which may include, but not be limited to, mowing, fencing, trapping, prescribed burning, but these practices shall not be inconsistent with the maintenance or monitoring obligations under the Permit approving the mitigation.
9. Grantor shall provide the Grantee telephonic and written notice of any transfer or change in ownership of any portion of the Restricted Area, including but not limited to the name and address of the new owner, and including but not limited to any later-formed condominium association, at least one month prior to the day of the signing of those documents accomplishing the actual transfer or change in ownership.
10. In addition to, and not in limitation of, any other rights of the Grantee hereunder or at law or in equity, if the Grantee determines that a breach, default or violation ("Violation") of this Conservation Restriction/Easement has occurred or that a Violation is threatened, the Grantee shall give written notice to Grantor of such Violation, setting forth the specifics thereof, and demand corrective action sufficient to cure the Violation. If the Grantor fails to cure the Violation after receipt of notice thereof from the Grantee, or under circumstances where the Violation cannot reasonably be cured within a time period dictated by the Grantee, fails to begin curing such Violation within the time period dictated by the Grantee, or fails to continue diligently to cure such Violation until finally cured, the Grantee may bring an action at law or in equity in a court of competent jurisdiction:
- a. To enjoin and/or cure such Violation.

- b. To enter upon the Restricted Area and to take action to terminate and/or cure such Violation and or to cause the restoration of that portion of the Easement Areas affected by such Violation to the condition that existed prior thereto, or
 - c. To seek or enforce such other legal and/or equitable relief or remedies as the Grantee deems necessary or desirable to ensure compliance with the terms, conditions, covenants, obligations and purpose of this Conservation Restriction/Easement.
11. If the Grantee, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Restricted Area, the Grantee may pursue its remedies under paragraph 10 above without prior notice to Grantor or without waiting for the period provided for cure to expire. The Grantee's rights under this paragraph shall apply equally in the event of either actual or threatened Violations of the terms of this Conservation Restriction/Easement. Grantor agrees that the Grantee's remedies at law for any Violation of the terms of this Conservation Restriction/Easement are inadequate and that the Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance. The above language shall in no event be interpreted to derogate or diminish the Grantee's rights and powers under the laws of the State of New Jersey for the protection of public health, safety and welfare.
12. Enforcement of the terms of this Conservation Restriction/Easement shall be at the discretion of the Grantee and any forbearance by the Grantee to exercise its rights under this Conservation Restriction/Easement in the event of any Violation by Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent Violation or of any of the Grantee's rights under this Conservation Restriction/Easement. No delay or omission by the Grantee in the exercise of any right or remedy upon any Violation by Grantor shall impair such right or remedy or be construed as a waiver of such right or remedy.
13. Grantor agrees to reimburse the Grantee for any costs incurred by the Grantee in enforcing the terms of this Conservation Restriction/Easement against Grantor, and including, without limitation, the reasonable costs of suit and attorneys' fees.
14. The Grantee reserves the right to transfer, assign, or otherwise convey the Conservation Restriction/Easement to any other entity or person to facilitate the operation of and/or public use and enjoyment of the Restricted Area.

15. Any notice, demand, request, consent, approval or communication under this Conservation Restriction/Easement shall be sent by certified mail, return receipt requested or reliable overnight courier, addressed as follows:

To Grantor:

Mr. Paul Celler
504 Davina Court
Lakewood, NJ 08701

With a copy to:

Frank J. Petrino, Esq.
Fukert Seamans Chorin & Mellott, LLC
50 West State Street, Suite 1400
Trenton, NJ 08607-1298
(609) 989-5029

To the Grantee:

State of New Jersey
Department of Environment Protection
Division of Land Use Regulation
501 East State Street
Mail Code 501-02A
P.O. Box 420
Trenton, NJ 08625-0420
Attention: Director, Division of Land Use Regulation
(609) 984-3444

In addition, any notice relating to paragraph 9 shall be addressed as follows:

To the Department:

State of New Jersey
Department of Environmental Protection
Coastal & Land Use Compliance & Enforcement
401 East State Street
Mail Code 401-04C
P.O. Box 420
Trenton, NJ 08625-0420
Attention: Manager, Coastal & Land Use Compliance & Enforcement
(609) 292-1240

16. A party may change the address or person to whom notices to it are required to be given by notice given in the manner above provided.
17. This instrument conveys no right of access by the general public to any portion of the Property.
18. The Grantor agrees to bear all costs and liabilities of any kind related to the operation, upkeep and maintenance of the Restricted Area, including any required fencing of the Restricted Area, as stated or shown in **Exhibit A** and/or **Exhibit B**. The Grantor shall be responsible for acts of its own negligence consistent with the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:8-1 et seq.
19. The Grantor agrees that the terms, conditions, restrictions and purposes of this Conservation Restriction/Easement will be inserted in any subsequent deed, subdivision deed, lease, sub-lease or other legal instrument by which the Grantor divests itself of any interest in any portion of the Property. Notwithstanding the failure of the Grantor to include the terms and restrictions of this instrument, it shall run with the land and be binding on all heirs, successors and assigns.
20. The Grantee agrees that it will assign its rights under this Conservation Restriction/Easement only to another governmental body or a charitable conservancy, and only in accordance with N.J.S.A. 13:8B-1 et seq. and N.J.S.A. 13:9H-1 et seq.
21. Notwithstanding anything contained herein to the contrary, any modification or termination of this Conservation Restriction/Easement shall require the prior written approval of the Grantee, its successor or assign.
22. This Conservation Restriction/Easement shall survive any merger of the fee and restriction interest in the Restricted Area.
23. In the event of a conflict between this Conservation Restriction/Easement and the approved plan(s), **Exhibit B**, and specifications approved by the Grantee in writing pursuant to the Permit, **Exhibit A**, the latter shall govern.
24. Taxes, Insurance.
 - a. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property and Restricted Area. Grantor shall keep the Property and Restricted Area free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor
 - b. The Grantor agrees to pay any real estate taxes or other assessments levied on the Property and Restricted Area. If the Grantor becomes delinquent in

payment of said taxes or assessments, such that a lien against the land is created, the Grantee, at its option, shall, after written notice to the Grantor, have the right to purchase and acquire the Grantor's interest in said Property and Restricted Area or to take such other actions as may be necessary to protect the Grantee's interest in the Restricted Area and to assure the continued enforceability of this Conservation Restriction/Easement.

25. Miscellaneous.

- a. The laws of the State of New Jersey shall govern the interpretation and performance of this Conservation Restriction/Easement.
- b. If any provision of this Conservation Restriction/Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction/Easement, or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.
- c. This Conservation Restriction/Easement and the Permit set forth the entire agreement of the parties with respect to the Conservation Restriction/Easement and supersede all prior discussions, negotiations, understandings or agreements relating to the easement, all of which are merged herein. No alteration or variation of this Conservation Restriction/Easement shall be valid or binding unless contained in writing executed by the parties hereto.
- d. Should there be more than one Grantor, the obligations imposed by this Conservation Restriction/Easement upon each Grantor shall be joint and several.
- e. The covenants, terms, conditions and restrictions of this Conservation Restriction/Easement shall be binding upon, and inure to the benefit of, the parties hereto and all parties having or acquiring any right, title or interest in any portion of the Property, including holders of subdivision deeds, and shall continue as a servitude running in perpetuity with the Property.
- f. The captions in this Conservation Restriction/Easement have been inserted solely for convenience of reference and are not a part of this Conservation Restriction/Easement and shall have no effect upon construction or interpretation.

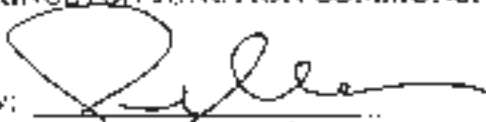
- g. Execution of this Conservation Restriction/Easement does not constitute a waiver of the rights or ownership interest of the State of New Jersey in public trust property.
 - h. This Conservation Restriction shall be construed as if it were drafted by both parties. Both parties waive all statutory and common law presumptions which may otherwise serve to have the instrument construed in favor of, or against, either party as the drafter thereof.
 - i. This Conservation Restriction/Easement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument.
26. The Grantor reserves unto itself the right to undertake de minimis modifications of the Restricted Area that are approved in advance and in writing by the Grantee. The Grantee may approve the modification under the following conditions and with the following documentation:
- a. The modification results in an increased level of protection of the regulated resource; or
 - b. The modification results in equivalent areas of resources protected; and
 - c. The modification does not compromise the original protected resource.
27. If the Grantee approves the Grantor's modification, the Grantor shall amend this instrument by preparing and submitting to the Grantee for review and approval:
- a. A revised plan and metes and bounds description for the area to be preserved under the modified Conservation Restriction/Easement (hereinafter the "Modification Documents"); and
 - b. An Amended Conservation Restriction/Easement that reflects the modifications to the original Conservation Restriction/Easement, the justification for the modification, and that also includes the deed book and page of the title deed for the property or properties subject to the modified Conservation Restriction/Easement set forth in the Modification Documents.
28. The Grantor shall record the documents listed in paragraph 27, above, in the same manner and place as this original Conservation Restriction/Easement was recorded.
29. This Grant of Conservation Restriction/Easement may only be removed pursuant to N.J.S.A. 13:8B-1 et seq.

30. Pursuant to 7:7A-15.14 (c) each owner of the Property is required to notify the county and/or municipality of the Conservation Restriction/Easement whenever any application for a local approval involving this Property is submitted.

TO HAVE AND TO HOLD unto the State of New Jersey, Department of Environmental Protection, its successors and assigns forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Restriction/Easement shall not only be binding upon the Grantor but also upon its agents, personal representatives, assigns and all other successors to it in interest, and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, the Grantor has set its hand and seal on the day and year first above written, and directs that this instrument be recorded in the office of the Madison County Clerk.

PRINCETON JUNCTION COMMONS, LLC (Grantor)

By: 
Paul Celler, President

ATTEST:

Eric Rosenblum, Secretary

(Seal)

STATE OF NEW JERSEY
COUNTY OF MERCER

Be it remembered that on this 23 day of August, 2013, before me, the
subscriber, a Notary Public of New Jersey, personally appeared: Paul Celler and he
thereupon acknowledged that he signed the foregoing instrument in his capacity as
President, and that said instrument is the voluntary act of deed of said Limited Liability
Company.



A Notary Public of _____

My Commission Expires:



Attachments required: NJDEP Approved Permit
NJDEP Approved Plan
Legal Description of Restricted Area (Metes and Bounds)

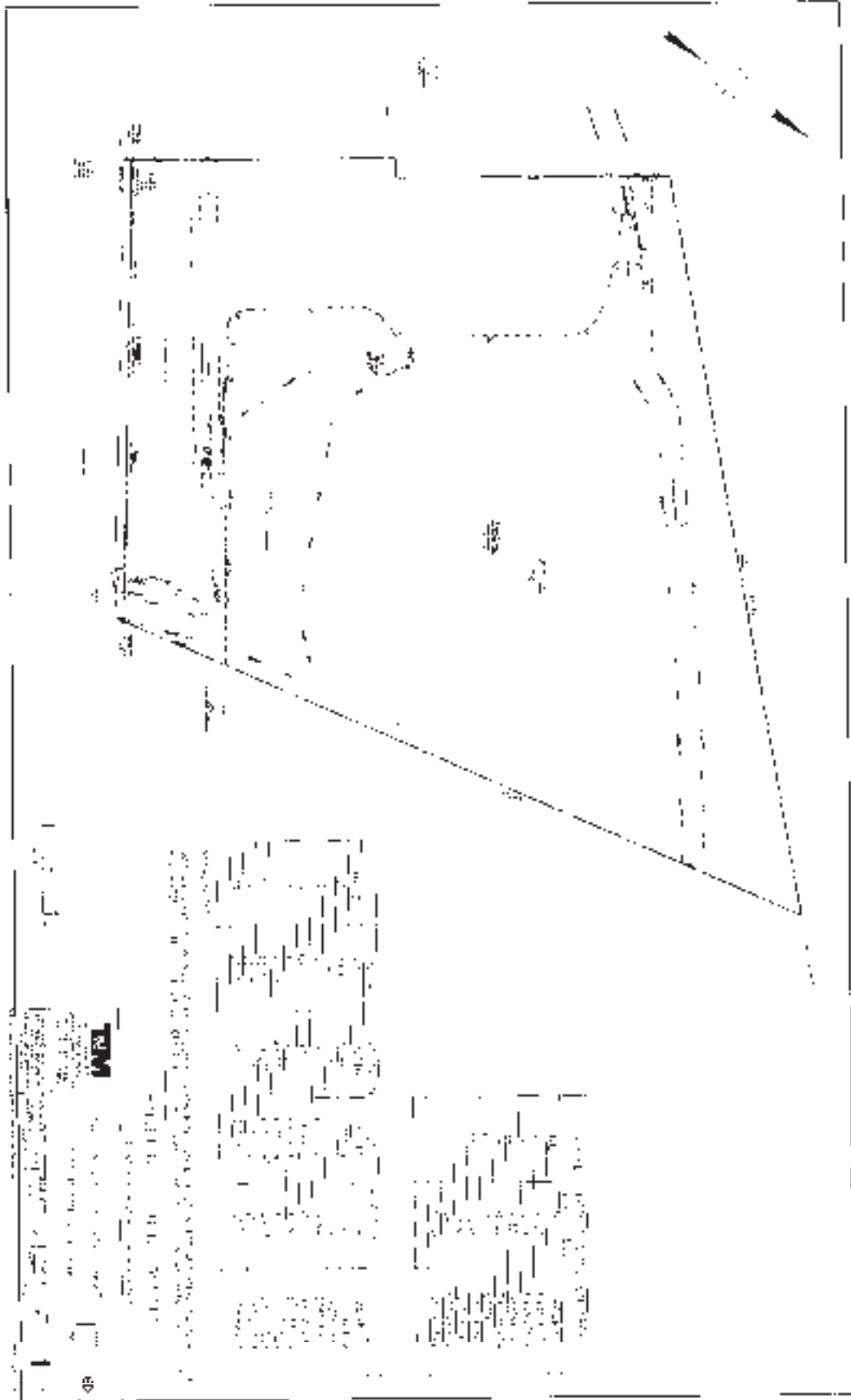


EXHIBIT B

MRSP-00011

June 27, 2013

DESCRIPTION OF A WETLANDS
MITIGATION AREA CONSERVATION RESTRICTION
LOT 15.03, BLOCK 10,
TOWNSHIP OF WEST WINDSOR, MERCER COUNTY, NEW JERSEY

Being the intent to describe the extents of a Wetlands Mitigation Area Conservation Restriction over a portion of Lot 15.03, Block 10 in the Township of West Windsor, as shown on a map entitled "Princeton Junction Commons, Lot 15.03, Block 10, West Windsor Township, Mercer County, New Jersey; NJDEP Wetlands Mitigation Permit, Deed Restricted Area Exhibit" dated June 25, 2013; prepared by T&M Associates; being more particularly described as follows:

Beginning at a point on the common property boundary line of Lot 15.03, Block 10 with Lot 14, Block 10, said point being located North 12 degrees 20 minutes 38 seconds West a distance of 138.85 feet from the intersection of said common property boundary line with the existing northwesterly right-of-way (R.O.W.) line of Clarksville Grovers Mill Road, (variable width) and running:

- Thence 1) North 12 degrees 20 minutes 38 seconds West, along the common property boundary line of Lot 15.03, Block 10 with Lot 14, Block 10, a distance of 712.83 feet to a point;
- Thence 2) South 44 degrees 11 minutes 46 seconds West, along the common property boundary line of Lot 15.03, Block 10 with Lot 3, Block 10, a distance of 852.60 feet to a point;
- Thence 3) South 36 degrees 15 minutes 06 seconds East, along the common property boundary line of Lot 15.03, Block 10 with Lot 15.02, Block 10, a distance of 46.66 feet to a point;
- Thence 4) North 44 degrees 34 minutes 13 seconds East, crossing Lot 15.03, Block 10, a distance of 41.06 feet to a point;
- Thence 5) North 44 degrees 00 minutes 37 seconds East, continuing across Lot 15.03, Block 10, a distance of 82.74 feet to a point;
- Thence 6) South 45 degrees 54 minutes 51 seconds East, continuing across Lot 15.03, Block 10, a distance of 4.35 feet to a point;
- Thence 7) South 47 degrees 20 minutes 47 seconds West, continuing across Lot 15.03, Block 10, a distance of 48.83 feet to a point of curvature;
- Thence 8) Southwesterly, continuing across Lot 15.03, Block 10, on a curve to the left having a radius of 114.17 feet, a central angle of 15 degrees 33 minutes 04 seconds, a chord bearing of South 39 degrees 34 minutes 15 seconds West and distance of 30.89 feet, an arc distance of 30.99 feet to a point of compound curvature,

ENERGY & UTILITIES • ENVIRONMENTAL PUBLIC WORKS • REAL ESTATE DEVELOPMENT
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EXHIBIT C



MBSP-00011

June 27, 2013

DESCRIPTION OF A WETLANDS
MITIGATION AREA CONSERVATION RESTRICTION
LOT 15.03, BLOCK 10,
TOWNSHIP OF WEST WINDSOR, MERCER COUNTY, NEW JERSEY

- Thence 9) Southeasterly, continuing across Lot 15.03, Block 10, on a curve to the left having a radius of 2.89 feet, a central angle of 69 degrees 30 minutes 43 seconds, a chord bearing of South 02 degrees 57 minutes 38 seconds East and distance of 3.29 feet, an arc distance of 3.50 feet to a point of tangency;
- Thence 10) South 37 degrees 42 minutes 59 seconds East, continuing across Lot 15.03, Block 10, a distance of 3.05 feet to a point of curvature;
- Thence 11) Southeasterly, continuing across Lot 15.03, Block 10, on a curve to the left having a radius of 5.00 feet, a central angle of 82 degrees 21 minutes 06 seconds, a chord bearing of South 78 degrees 53 minutes 32 seconds East and distance of 6.58 feet, an arc distance of 7.19 feet to a point of reverse curvature;
- Thence 12) Northeasterly, continuing across Lot 15.03, Block 10, on a curve to the right having a radius of 426.00 feet, a central angle of 14 degrees 50 minutes 58 seconds, a chord bearing of North 67 degrees 21 minutes 24 seconds East and distance of 110.10 feet, an arc distance of 110.41 feet to a point of compound curvature;
- Thence 13) Southeasterly, continuing across Lot 15.03, Block 10, on a curve to the right having a radius of 42.00 feet, a central angle of 68 degrees 58 minutes 01 seconds, a chord bearing of South 70 degrees 44 minutes 07 seconds East and distance of 47.56 feet, an arc distance of 50.56 feet to a point of tangency;
- Thence 14) South 36 degrees 15 minutes 06 seconds East, continuing across Lot 15.03, Block 10, a distance of 172.00 feet to a point of curvature;
- Thence 15) Southeasterly, continuing across Lot 15.03, Block 10, on a curve to the right having a radius of 42.00 feet, a central angle of 60 degrees 30 minutes 28 seconds, a chord bearing of South 05 degrees 59 minutes 52 seconds East and distance of 42.32 feet, an arc distance of 44.35 feet to a point of reverse curvature;
- Thence 16) Southeasterly, continuing across Lot 15.03, Block 10, on a curve to the left having a radius of 23.00 feet, a central angle of 60 degrees 30 minutes 28 seconds, a chord bearing of South 05 degrees 59 minutes 52 seconds East and distance of 23.18 feet, an arc distance of 24.29 feet to a point of tangency;
- Thence 17) South 36 degrees 15 minutes 06 seconds East, continuing across Lot 15.03, Block 10, a distance of 128.92 feet to a point of curvature;



MBSP-00011

June 27, 2013

**DESCRIPTION OF A WETLANDS
MITIGATION AREA CONSERVATION RESTRICTION
LOT 15.03, BLOCK 10,
TOWNSHIP OF WEST WINDSOR, MERCER COUNTY, NEW JERSEY**

- Thence 18) Southeasterly, continuing across Lot 15.03, Block 10, on a curve to the left having a radius of 33.00 feet, a central angle of 53 degrees 25 minutes 14 seconds, a chord bearing of South 62 degrees 57 minutes 43 seconds East and distance of 29.67 feet, an arc distance of 30.77 feet to a point;
- Thence 19) North 53 degrees 44 minutes 54 seconds East, continuing across Lot 15.03, Block 10, a distance of 48.18 feet to a point of curvature;
- Thence 20) Northeasterly, continuing across Lot 15.03, Block 10, on a curve to the right having a radius of 82.50 feet, a central angle of 22 degrees 00 minutes 51 seconds, a chord bearing of North 64 degrees 45 minutes 20 seconds East and distance of 31.50 feet, an arc distance of 31.70 feet to a point;
- Thence 21) North 53 degrees 44 minutes 54 seconds East, continuing across Lot 15.03, Block 10, a distance of 311.45 feet to the point and place of **Beginning**.

Containing 318,902.32 square feet of land (7.321 Acres).

The above description is and is intended to describe all of a Wetlands Mitigation Area Conservation Restriction over a portion of Lot 15.03, Block 10 located in West Windsor Township, Mercer County, New Jersey as shown on the aforesaid map.

T&M ASSOCIATES

MICHAEL S. FINNEGAN, P.L.S.
LIC. NO. GS34851

INSTR 2015002199

CLERK OF SUPERIOR COURT
MERCER COUNTY, NEW JERSEY
300 SOUTH BRIDGE STREET
PRINCETON, NJ 08542

Miller Porter & Muller, P.C.
One Palmer Square, Suite 540
Princeton, NJ 08542

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WEST WINDSOR TOWNSHIP
MERCER COUNTY, NEW JERSEY

LAND DEVELOPMENT PERFORMANCE GUARANTEE AGREEMENT

This Agreement, entered into this 5th day of January, 2014, between the Township of West Windsor, a municipal corporation of the State of New Jersey, whose principal address is 271 Clarksville Road, P.O. Box 38, Princeton Junction, New Jersey 08550 (hereinafter referred to as "Township") and Princeton Junction Commons, LLC (hereinafter called "Developer"), whose principal address is 504 Davina Court, Lakewood, NJ 08701.

WHEREAS, Developer received amended preliminary and final major site plan approval with variances and waivers from the West Windsor Township Planning Board on May 26, 2010 by Resolution of Memorialization (PB-88-27), adopted July 14, 2010 for the construction of certain improvements on a tract of land situate in West Windsor Township, Mercer County, New Jersey, designated on the West Windsor tax map as Block 10, Lot 15.03 subject to the posting with the Township of performance guarantees pursuant to Section 200-82 of the West Windsor Township Land Development Code to insure the installation of certain public and quasi-public subdivision/site plan improvements, on- and/or off-tract, including, but not limited to, the payment for the costs of construction and inspection therefore as estimated by the Developer's Engineer and approved by the Board Engineer and more particularly as shown on the approved plans and as set forth in the memorandum dated October 21, 2014 attached hereto as Exhibit A and made a part hereof (hereinafter, "the improvements") and, whereas said project is being developed by the Developer; and

WHEREAS, the Developer has posted a performance bond issued by Developers Surety and Indemnity Company as a performance guarantee to secure the installation of Phase 2 on-site quasi-public improvements in the amount of \$151,806.00 in accordance with the aforesaid Engineer's Estimate dated October 21, 2014.

NOW THEREFORE, IT IS AGREED between the Township and Developer as follows:

1. The Developer shall construct and install the improvements no more than two years from the date of the recording of the final subdivision plat, if a subdivision is involved, or complete execution of this Agreement, whichever is earlier.
2. The time allowed for installation of the improvements may be extended by the Township Council, by resolution upon recommendation by the Township Engineer. As a condition and/or as a part of any such extension of the period established in Paragraph 1, the amount of any performance guarantee shall be increased or reduced, as the case may be, to an amount not to exceed one hundred twenty (120%) percent of the cost of the installation of the

improvements, which costs shall be determined by the Township Engineer in accordance with the method of calculation set forth in N.J.S.A. 40:55D-53 as of the time of the passage of the resolution authorizing the execution of this Agreement.

3. The Developer shall indemnify, defend and save harmless the Township, its officials, agents and/or employees, from and against any and all claims for damages caused by the failure of the Developer to construct and install said improvements in accordance with this Agreement. This provision shall also be referenced herein as the "claims for damages."

4. A. To insure that there is performance under this Agreement by the Developer, the Developer has posted cash in the amount of \$16,867.00 being the equivalent of ten (10) percent of the total guarantee for Phase 2 on-site quasi-public improvements and for the remaining ninety (90) percent has caused a performance bond to be issued by Developers Surety and Indemnity Company, being Bond No. 589442S in the amount of One Hundred Fifty One Thousand Eight Hundred Sixty (100,100) UNITED STATES DOLLARS (\$151,806.00) for the aforementioned site improvements. Said amounts represent 120% of the cost of the public improvements and 75% of the cost of the Phase 2 on-site quasi-public improvements as estimated by the Developer's Engineer and approved by the Board Engineer, as reflected in the Engineer's memorandum dated October 20, 2014 attached to this Agreement as Exhibit A.

B. If the improvements are not constructed and installed in any respect (for example, failure to construct, failure to correct an improvement constructed) in accordance with this Agreement or if any claim for damages is made and not settled within the time limit herein, the Township shall have the right thereafter to undertake itself or through a third party such construction, installation and completion thereof or of any part thereof or to settle any claim for damages and to draw against the performance guarantee in the amount necessary and apply the proceeds thereof to the cost of the Township's undertaking. If the cost of the Township's undertaking and completion is less than the amount of said performance guarantee, the difference shall not be drawn by the Township, and the Township, upon completion of the improvements and settlement of claims, shall authorize the cancellation of the performance guarantee or reduction therein, whichever is applicable. However, if the Township's cost of undertaking to complete and correct the improvements required exceeds the amount of the performance guarantee, the Developer shall cure the deficiency within ten calendar days of written notice of such deficiency. In the event of a default by the Developer, the Township shall have the right to draw against the performance guarantee to its fullest extent during the term of this Agreement or any extension thereof notwithstanding that the Township may not have completed the construction or installation of the improvements or settlement of claims by the time set forth in Paragraph 1 herein.

If the improvements are not constructed and installed in all respects in accordance with this Agreement and all claims for damages settled, then, upon the certification of the Township Engineer to such facts the Township, through its attorney, shall authorize whatever actions necessary to use the performance guarantee.

C. The Township from time to time may also authorize partial or full cancellation of the performance guarantee as portions of the improvements are completed when (1) the Developer requests a reduction or release; (2) the Township Engineer approves it; and (3)

a resolution is adopted by the Township Council authorizing said retention and/or release in accordance with Paragraph 2 hereinabove. However, the Township shall be entitled to draw and retain all amounts necessary to pay for the cost of inspection incurred by the Township Engineering Department and consultants authorized by said Department. It is further provided that the performance guarantee shall not be canceled by authority of the Township Council prior to its termination date unless and until the Developer shall have submitted to the Township, upon completion of the improvements, a maintenance guarantee with respect thereto as required by Section 200-82 of the West Windsor Township Land Development Code.

5. The Developer, by the execution of this Agreement, hereby authorizes the Township to deposit any funds drawn under the performance guarantee in a trust account of the Township in any bank or trust company authorized to do business in the State of New Jersey pending the completion of the improvements. The Township shall not be liable for any interest on the full deposit and/or any part thereof, but shall be permitted to keep any applicable interest earned in accordance with law.

6. The performance bond shall be deemed to be continuous in form and shall remain in full force and effect until the improvements are accepted by the municipality and the bond is released or until default is declared or until the bond is replaced by another bond meeting applicable legal requirements.

Notice of any replacement of bond shall be sent to the Township Engineer, Township Administrator and Township Attorney by certified mail, return receipt requested to the above address for their review and approval.

7. This Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, executors, administrators, successors, and assigns. This Agreement shall become effective upon the execution of this Agreement by the Developer and the authorization by and the Execution of the Mayor and Township Clerk by the Township. Said Agreement shall be recorded by the Planning Board Attorney in the Mercer County Clerk's office.

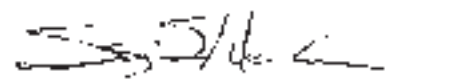
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused these presents to be signed and attested to by their proper corporate officers or legal representatives the day and year first written above.

ATTEST


Sharon Young, Clerk

TOWNSHIP OF WEST WINDSOR

By:


Shing-Fu Hsueh, Mayor

WITNESS/ATTEST:

[Handwritten Signature]

(Type or print name of signatory)

Princeton Junction Commons, LLC
By: *[Handwritten Signature]*
PAUL COLLIER
(Type or print name of signatory)

STATE OF NEW JERSEY:

COUNTY OF MERCER

ss

I certify that on January 6, 2014, Sharon Young personally came before me and acknowledged under oath to my satisfaction that:

- a. This person is the Township Clerk of the municipal corporation named in this document;
- b. This person is the attesting witness to the signing of this document by the proper official, who is the Mayor of the municipal corporation;
- c. This document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of its governing body;
- d. This person knows the proper seal of the municipal corporation, which was affixed to this document; and
- e. This person signed this proof to attest in the truth of these facts.

[Handwritten Signature]
Sharon Young, Township Clerk

Sworn to and subscribed before
me this 6 day of January,
2014.

[Handwritten Signature]
Notary Public

STATE OF

:

COUNTY OF: MERLER

: ss nt

I certify that on 12/12/14 2014, PAUL CELLA personally came before me and acknowledged under oath to my satisfaction that:

1. This person is the Managing Member of Princeton Junction Commons, L.L.C., the limited liability company named in this Agreement;

2. This person has signed and delivered the within Agreement voluntarily, with full authority, for and as the act of said limited liability company.

Sworn to and subscribed before me this 12th day of DECEMBER 2014

[Signature]
Notary Public
State of New Jersey

SHARON E. BOKOR
Commission # 2421863
Notary Public State of New Jersey
My Commission Expires
June 13, 2017