

EXHIBIT F-2  
CONSENT AGREEMENT BETWEEN  
DKM AND ARTKEN

## **FIRST AMENDMENT TO CONSENT AGREEMENT**

**THIS FIRST AMENDMENT TO CONSENT AGREEMENT** is made this 22nd day of October, 2004, by and between **DKM PROPERTIES CORP.**, a New Jersey corporation with an office c/o The Gale Company, 100 Campus Drive, Suite 200, Florham Park, New Jersey 07932, its affiliates, successors and assigns, (hereinafter called "**DKM**") and **ARTKEN REALTY, L.L.C.**, a New Jersey limited liability company, its affiliates, successors and assigns, with an office c/o Silver Line Building Product Corporation, One Silverline Drive, North Brunswick, New Jersey 08902 ("**Artken**").

### **WITNESSETH:**

**WHEREAS**, Artken is the legal owner of certain lands and premises situate, lying and being in the Township of North Brunswick, County of Middlesex and State of New Jersey, known as Lot 6.1 in Block 252 (the "**Artken Property**"); and

**WHEREAS**, DKM is the legal owner of certain lands and premises situate, lying and being in the Township of North Brunswick, County of Middlesex and State of New Jersey, constituting part of a subdivision of former Lots 1.1, 1.2 and 1.3 in Block 252, currently known as Lots 1.04 (formerly Lot 1.1) and 1.03 in Block 252. Together, Lots 1.04 and 1.03 are hereinafter called the "**DKM Property**"; and

**WHEREAS**, the DKM Property is contiguous to the Artken Property, and DKM and Artken previously entered into that certain Consent Agreement dated March 7, 1995 (as amended herein, the "**Consent**") wherein among other provisions, Artken: (i) consented to the modification of portions of the J&J Roads (as more fully defined in the Consent) and to easements in connection with same in accordance with that certain Restated and Amended Easement Agreement between Artken and DKM dated March, 1995 (the "**Easement**"), (ii) acknowledged that DKM had no requirement to alleviate the traffic congestion on the J&J Roads prior to commencement of the then so-called "Phase 3" of the Weston Mill Corporate Center in exchange for DKM's agreement to future modifications of the underpass bridge to

add an additional travel lane under U.S. Route 1; and

**WHEREAS**, in connection with the pending sale of the DKM Property to the County of Middlesex (the "**County**") and the New Jersey Economic Development Authority ("**NJEDA**"), DKM has requested that upon such sale to the County, Artken fully and finally release DKM and the County from any and all obligations of the Consent, and any amendment thereto, (together the "**Consent**") and Artken has agreed to do same in accordance with the terms of this Agreement; and.

**WHEREAS**, , the County has agreed to acquire the portion of the DKM Property described in Exhibit "A" annexed hereto for open space purposes pursuant to the New Jersey Open Space Act conditioned upon, among other things, Artken's release of the Consent; and

**WHEREAS**, in connection with the pending sale of that portion of the DKM Property to the NJEDA, DKM has requested that Artken amend the Consent as to NJEDA and upon such sale to the NJEDA, Artken fully and finally release DKM from any and all obligations of the Consent and Artken has agreed to do the same in accordance with the terms of this Agreement, subject to and in accordance with the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, in addition to the mutual and reciprocal covenants, promises and agreement contained herein, the parties agree as follows:

1. The portion of the DKM Property to be acquired by the County of Middlesex ("**County Parcel**"), the County itself, and the County's successors and assigns in title, shall be fully and finally released from the Consent as evidenced by a release to be recorded. For purposes of this agreement, DKM's successors and assigns shall not include the County. In addition, upon DKM's conveyance of title of the County Parcel to the County, DKM and its successors and assigns in title shall be fully and finally released from any and all obligations under the Consent as they pertain to the County Parcel. The County Parcel is more particularly described in Exhibit "A" annexed hereto and made a part hereof.

2. The portion of the DKM Property to be acquired by the NJEDA (the "**EDA Parcel**") is more

particularly described on Exhibit "B" annexed hereto and made a part hereof. If the EDA Parcel is developed as an office park, Phase 2 development shall be limited to no greater than 140,000 square feet of office development. If developed as a Research and Development campus, similar to the current Technology Center located on the southbound side of U.S. Route 1 or otherwise qualifying as a research and development use as defined by the land use ordinances of the Township of North Brunswick, then Phase 2 development for research and development use of the EDA Parcel shall be limited to no greater than 300,000 square feet. In addition, upon DKM's conveyance of title of the EDA Parcel to the NJEDA, DKM and its successors and assigns in title shall be fully and finally released from any and all obligations under the Consent as they pertain to the EDA Parcel.

3. The parties acknowledge that the New Jersey Department of Transportation ("NJDOT") is planning improvements to the roads in the vicinity of the Artken Property and the DKM Property. Accordingly, DKM, the County of Middlesex and the NJEDA, as successors in title to DKM under the Consent, and their successors and assigns in title shall no longer be obligated to Artken or its successors and assigns in title to modify the bridge underpass to add an additional travel lane under U.S. Route 1 or to pursue any approvals or otherwise alleviate the traffic on the J&J Roads, except as otherwise provided herein below. Accordingly, Paragraph 2 "Bridge Abutment Modification" and Paragraph 3 "Phase 4 and Phase 5 of Weston Mill" are hereby deemed to be deleted from the Consent and replaced with the following:

**"2. BRIDGE ABUTMENT MODIFICATION.** Subject to approval of any governmental authority having jurisdiction thereof, with respect to obtaining a building permit to build in excess of Phase 2 development levels of no greater than 140,000 square feet of office development or 300,000 square feet of research and development use:

(a) DKM or its successors or assigns in title shall commence and with due diligence complete construction of certain bridge abutment modifications to the portions of the J&J Roads in order to add an additional travel lane under U.S. Route 1, or provide reasonable evidence that said improvements have commenced and will be completed by others reasonably consistent with or more comprehensive than the DKM underpass improvements ("NJDOT improvement").

(b) Artken agrees that the design of the modifications to the bridge abutment may be performed as shown on the attached Exhibit "C" entitled "Preliminary Cost Estimate: Bridge Abutment Modification at Route 1 adjacent to DKM Property, North Brunswick,

New Jersey, prepared by Langan Engineering and Environmental Services, Inc. on January 17, 1995" but the cost to modify the bridge abutment shall not be limited to the cost estimate contained therein.

(c) All work performed by DKM or its successors or assigns in title hereunder, its employees, agents or contractors hereunder shall be done in a workmanlike and diligent manner and shall be performed at reasonable times. All such work shall be completed within a reasonable period of time after commencement thereof, subject to such delays as may arise due to events of force majeure. All such work shall be performed in compliance with all applicable governmental statutes, ordinances and regulations at the sole cost and expense of DKM or its successors or assigns in title. Except in the case of emergency, DKM or its successors or assigns in title shall provide reasonable advance notice in writing to Artken as to all such work to be performed. Upon completion of any such work, DKM or its successors or assigns or the party performing work hereunder shall provide to Artken a revised survey of that portion of the J&J Roads on Artken's Property showing the exact locations of any such work.

(d) If undertaken by DKM or its successors or assigns in title, the plans for the additional travel lane shall be subject to the review and approval of Artken and /or its engineers not to be unreasonably withheld, delayed or conditioned provided that Artken and/or its engineers shall promptly review the plans within forty-five (45) days of their receipt and either approve them or state what reasonable changes will be required. If Artken requires any changes, provided they are in accordance with good economical construction practices, DKM or its successors or assigns in title or the party performing work hereunder shall cause its engineers to change the plans in accordance with Artken's reasonable requirements and properly resubmit them to Artken, indicating thereon the revision date and listing every change made to the previous submission of the plans. These changes and resubmissions shall continue until the plans have been approved by Artken, such approval not to be unreasonably, conditioned or delayed. Artken's and/or its engineer's failure to respond within the applicable forty-five (45) day time frame shall be a waiver of their right to comment thereon. The submissions and resubmissions of the plans may be made by ordinary mail.

(e) Notwithstanding any provision to the contrary, if improvements for the additional travel lane are undertaken and completed by the NJDOT, DKM or its successors or assigns in title shall be relieved of any and all obligations under this Paragraph 2, "Bridge Abutment Modification."

**3. PHASE 4 AND PHASE 5 OF WESTON MILL.** Artken hereby acknowledges and agrees that except with regard to the bridge abutment modification work in connection with Phase 3 of the Weston Mill Corporate Center and with respect to future phases, except as otherwise may be required by the NJDOT, the County of Middlesex and the NJEDA, as successors in title to DKM under the Consent, or their successors and assigns in title shall have no further obligations for any modifications to the J&J Roads in connection with Phase 1 through Phase 5 of the Weston Mill Corporate Center development."

4. In addition to deleting prior Paragraphs 2 and 3 of the Consent and replacing same with the above new Paragraphs 2 and 3, DKM, the County of Middlesex and the NJEDA, as successors in title to DKM under the Consent, and their successors and assigns in title acknowledge and agree to the addition of

the following new Paragraph 5 to the Consent:

"5. **SIGNAGE.** A pre-existing, freestanding "Silver Line" identification sign is currently located within the area of the detention basin of Lot 1.3 Block 252 in the Township of North Brunswick. Artken and its successors and assigns shall have the right to maintain said sign in its current location in perpetuity, notwithstanding any work required to enlarge or otherwise reconfigure the basin as a result of future development of the County Parcel or NJEDA Parcel, provided however that DKM or its successors or assigns in title, including but not limited to the County of Middlesex and the NJEDA, shall have the right, at DKM's or its successors' or assigns' in title sole expense, to modify the grades in the area of said sign, and to modify or replace the superstructure of said sign, or to relocate said sign within the detention basin of Lot 1.3 Block 252 in the Township of North Brunswick, subject to the prior written approval of Artken or its successors or assigns in title, not to be unreasonably withheld. DKM, or its successors and assigns in title shall be solely responsible to secure any and all necessary governmental approvals that are required to modify, replace or relocate said sign. It is understood by DKM, or its successors or assigns in title, including but not limited to the County of Middlesex and the NJEDA, that the purpose of this provision is to assure that the existing signage remains effectively visible from Route 1 for the benefit of Artken, its tenant, or their successors and assigns in title. The failure of Artken or its successors and assigns in title to respond within forty-five (45) days of a written request for approval shall be deemed automatic approval."

5. Upon the conveyance of the DKM Property to the County of Middlesex and the NJEDA, DKM shall be fully and finally released from any and all obligations to carry public liability insurance, or to indemnify, hold harmless, or defend any party, person, business entity or public agency under this Consent or the Restated and Amended Easement Agreement between DKM and Artken dated March 1995 or any subsequent easement instrument executed between DKM and Artken prior to the closing of title to the portions of the DKM Property to be acquired by the County of Middlesex and NJEDA, except with respect to any claims or causes of action arising out of any accident, occurrence, event or incident which arose on or prior to the date of closing. The County of Middlesex and NJEDA and their respective successors or assigns in title who are public entities shall, for claims of personal injury or property damage arising from the use of the access road easement, be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. As such, the County of Middlesex and the NJEDA shall be fully and finally released from any and all obligations to indemnify, hold harmless, or defend any party, person, business entity or public agency under this Consent or the Restated and Amended Easement Agreement between DKM and Artken dated March 1995 or any subsequent easement instrument executed between DKM and Artken, provided,

however, that the NJEDA shall not be released from the obligation to maintain public liability insurance to cover claims and damages that arise under the Consent or the Restated and Amended Easement Agreement.

Any successors and assigns in title of the County of Middlesex and NJEDA who are not subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, shall be fully bound and obligated for claims of personal injury or property damage arising from the use of the access road easement to carry public liability insurance and to indemnify, hold harmless and defend as set forth in the Restated and Amended Easement Agreement between DKM and Artken dated March 1995 or any subsequent instrument executed between DKM and Artken prior to the closing of title for the portions of the DKM Property sold to the County of Middlesex and NJEDA.

6. Except as specifically modified herein, the Consent and Easement remains in full force and effect.

7. The terms of this Consent shall run with the land and be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns in title.

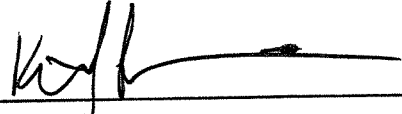
**IN WITNESS WHEREOF**, the undersigned have caused these presents to be signed and sealed on the day and year first written above.

**WITNESS:**



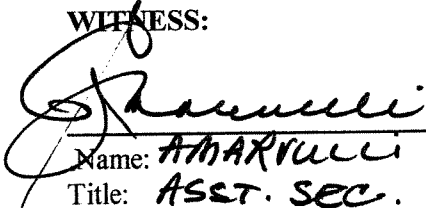
Name: Philip Arden  
Title: corp-counsel/vp

**ARTKEN REALTY, L.L.C.**

By: 

Name: Kenneth Silverman  
Title: member

**WITNESS:**



Name: Amarucci  
Title: ASST. SEC.

**DKM PROPERTIES CORP.**

By:   
Name: Marc Helom  
Title: V. P.

**[ACKNOWLEDGEMENTS PAGE]**

[ACKNOWLEDGEMENTS PAGE]

State of New Jersey, County of ~~Monmouth~~ SS:

I certify that on this 22 day of OCTOBER 2004, KEV SILVERMAN personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document as MEMBER of Artken Realty, L.L.C., the company named in this document, and
- (b) this document was signed and delivered by the Company as its voluntary act and deed by virtue of authority from its partners.

Margarita Sobinova  
(Notary Public)

MARGARITA SOBINOVA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 16, 2008

State of New Jersey, County of ~~Monmouth~~ SS:

I certify that on this 25 day of 2004, October Marc Feldman personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (c) this person signed, sealed and delivered the attached document as Vice President of DKM Properties Corp., the company named in this document, and
- (d) this document was signed and delivered by the Company as its voluntary act and deed by virtue of authority from its partners.

Stephan J. Casan  
(Notary Public)  
Stephan J. Casan  
Attorney at Law  
State of New Jersey





JOHN H. ALLGAIR, 1983-01  
DAVID J. SAMUEL, P.E., P.P.  
JOHN J. STEFANI, P.E., L.S., P.P.  
JAY B. CORNELL, P.E., P.P.  
MICHAEL J. McCLELLAND, P.E., P.P.  
GREGORY R. VALES, P.E., P.P.

TIMOTHY W. GILLEN, P.E., P.P.  
BRUCE M. KOCH, P.E., P.P.  
ERNEST J. PETERS, JR., P.E., P.P.

August 16, 2004  
File No. P-MC-00063-01  
Proposed Lot 1.05, Block 252

**Description of Proposed Lot 1.05, Block 252  
Being a portion of Lot 1.04, Block 252  
Lands N/F DKM Properties Corp.  
Township of North Brunswick  
Middlesex County, New Jersey**

All that certain tract or parcel of land located in the Township of North Brunswick, County of Middlesex, New Jersey, bounded and described as follows:

Beginning at a point, said point being the intersection of the southwesterly line of Lot 8, Block 252, N/F Borough of Milltown, with the northwesterly right-of-way line of Elkins Lane, Variable Width Right-of-Way, and from said beginning point running:

Along said northwesterly and northerly right-of-way line of Elkins Lane, the following four (4) courses:

- 1) South 38° 48' 41" West, a distance of 244.34 feet to a point of curvature, thence
- 2) In a general southwesterly direction on the arc of a curve to the right having a radius of 130.00 feet and an arc length of 76.79 feet, chord bearing and distance of South 55° 44' 04" West 75.68 feet, to a point of tangency, thence
- 3) South 72° 39' 27" West, a distance of 30.16 feet to a point of curvature, thence
- 4) In a general northwesterly direction on the arc of a curve to the right having a radius of 25.00 feet and an arc length of 40.51 feet, chord bearing and distance of North 60° 55' 26" West 36.22 feet, to a point of tangency in the easterly right-of-way line of the Milltown Ramp to U.S. Route No. 1, thence

Along said easterly and southeasterly right-of-way line of the Milltown Ramp to U.S. Route No. 1, the following eight (8) courses:

- 5) North 14° 30' 19" West, a distance of 260.38 feet to a point, thence
- 6) In a general northerly direction on the arc of a curve to the right having a radius of 590.00 feet and an arc length of 98.33 feet, chord bearing and distance of North 09° 43' 51" West 98.22 feet, to a point of compound curvature, thence
- 7) In a general northerly direction on the arc of a curve to the right having a radius of

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EXHIBIT A - COUNTY PARCEL





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Proposed Lot 1.05, Block 252

- 290.00 feet and an arc length of 72.90 feet, chord bearing and distance of North 02° 14' 42" East 72.71 feet, to a point of compound curvature, thence
- 8) In a general northerly direction on the arc of a curve to the right having a radius of 590.00 feet and an arc length of 98.33 feet, chord bearing and distance of North 14° 13' 16" East 98.22 feet, to a point of tangency, thence
  - 9) North 18° 59' 44" East, a distance of 238.44 feet to a point of curvature, thence
  - 10) In a general northeasterly direction on the arc of a curve to the right having a radius of 590.00 feet and an arc length of 71.39 feet, chord bearing and distance of North 22° 27' 42" East 71.34 feet, to a point of compound curvature, thence
  - 11) In a general northeasterly direction on the arc of a curve to the right having a radius of 290.00 feet and an arc length of 81.29 feet, chord bearing and distance of North 33° 57' 31" East 81.03 feet, to a point of compound curvature, thence
  - 12) In a general northeasterly direction on the arc of a curve to the right having a radius of 490.00 feet and an arc length of 240.70 feet, chord bearing and distance of North 56° 03' 41" East 238.29 feet, to a point of tangency, thence
  - 13) North 70° 08' 02" East, a distance of 141.13 feet to a point, thence

Through Lot 1.04, Block 252, along the proposed subdivision lines, the following three (3) courses:

- 14) South 17° 59' 41" East, a distance of 487.88 feet to a point, thence
- 15) South 56° 48' 39" East, a distance of 453.56 feet to a point, thence
- 16) South 80° 56' 57" East, a distance of 933.17 feet to a point in the northwesterly line of Lot 7, Block 252, N/F PSE&G, thence
- 17) Along said northwesterly line of Lot 7, Block 252, South 40° 15' 39" West, a distance of 792.75 feet to a point, thence
- 18) North 56° 48' 22" West, a distance of 1,210.63 feet to a point in the southeasterly right-of-way line of Elkins Lane, thence
- 19) Along said southeasterly right-of-way line of Elkins Lane, North 38° 48' 41" East, a





August 16, 2004  
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Proposed Lot 1.05, Block 252

distance of 32.01 feet to a point in the northeasterly right- of-way line of Elkins Lane, thence

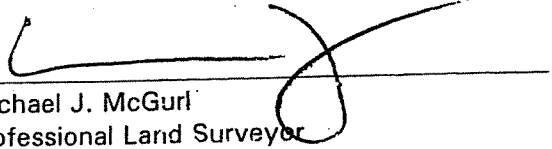
- 20) Along said northeasterly right-of-way line of Elkins Lane and continuing along the northeasterly line of Lot 8, Block 252, North 51° 27' 40" West, a distance of 115.00 feet to a point in the northwesterly line of Lot 8, Block 252, thence
- 21) Along said northwesterly line of Lot 8, Block 252, South 38° 48' 41" West, a distance of 103.00 feet to a point in the southwesterly line of Lot 8, Block 252, thence
- 22) Along said southwesterly line of Lot 8, Block 252, South 51° 11' 19" East, a distance of 75.00 feet to the point and place of beginning.

Said description of proposed Lot 1.05 in Block 252 containing 1,067,916 Square Feet or 24.516 Acres, more or less. Subject to a "Declaration of Taking" filed by New Jersey Department of Transportation for an area, approximately 6,000 Square Feet, immediately adjacent to the Milltown Ramp to U.S. Route No. 1. Said taking area has not been removed from the hereinabove described area.

Said description of proposed Lot 1.05 in Block 252 having been drawn in accordance with a certain map entitled "Survey & Subdivision of Lot 1.04, Block 252, N/F DKM Properties Corp., prepared for Middlesex County Improvement Authority, Situated in the Township of North Brunswick, Middlesex County, New Jersey", sheet 1 of 1, prepared by CME Associates, dated May 12, 2003 and revised through June 30, 2004.

Said described lands, a portion of Lot 1.04 in Block 252, may be subject to such facts and conditions, which would be disclosed, in a search of the public record beyond that which was obtained for the issuance of the title binder.

Said described lands being known as a portion of Lot 1.04 in Block 252, as shown on the official Tax Maps of the Township of North Brunswick.

  
Michael J. McGurl  
Professional Land Surveyor  
New Jersey License No. 38338

Proposed Lot 1.05 Block 252





JOHN H. ALLGAIR, 1983-01  
DAVID J. SAMUEL, P.E., P.P.  
JOHN J. STEFANI, P.E., L.S., P.P.  
JAY B. CORNELL, P.E., P.P.  
MICHAEL J. McCLELLAND, P.E., P.P.  
GREGORY R. VALES, P.E., P.P.

TIMOTHY W. GILLEN, P.E., P.P.  
BRUCE M. KOCH, P.E., P.P.  
ERNEST J. PETERS, JR., P.E., P.P.

August 16, 2004  
File No. P-MC-00063-01  
Proposed Lot 1.06, Block 252

**Description of Proposed Lot 1.06, Block 252  
Being a portion of Lot 1.04, Block 252  
Lands N/F DKM Properties Corp.  
Township of North Brunswick  
Middlesex County, New Jersey**

All that certain tract or parcel of land located in the Township of North Brunswick, County of Middlesex, New Jersey, bounded and described as follows:

Beginning at a point, said point being the intersection of the common line between Lots 1.02 and 1.04, Block 252, with the southeasterly line of Lot 6.01, Block 252, and from said beginning point running:

- 1) Along said common line with Lot 1.02, Block 252, South 19° 55' 40" West, a distance of 1,137.57 feet to a point in the northwesterly line of Lot 7, Block 252, N/F PSE&G, thence
- 2) Along said northwesterly line of Lot 7, Block 252, South 40° 15' 39" West, a distance of 92.78 feet to a point, thence

Through Lot 1.04, Block 252, along the proposed subdivision lines, the following three (3) courses:

- 3) North 80° 56' 57" West, a distance of 933.17 feet to a point
- 4) North 56° 48' 39" West, a distance of 453.56 feet to a point, thence
- 5) North 17° 59' 41" West, a distance of 487.88 feet to a point in the southerly right-of-way line of U.S. Route No. 1, thence

Along said southerly right-of-way line of U.S. Route No. 1, the following three (3) courses:

- 6) North 70° 08' 02" East, a distance of 319.88 feet to a point, said point being witnessed by a concrete monument found, thence
- 7) North 68° 59' 50" East, a distance of 50.02 feet to a point, said point being witnessed by a concrete monument found, thence
- 8) North 70° 08' 00" East, a distance of 195.30 feet to a point in the southerly line of Lot 6.01, Block 252, thence





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Proposed Lot 1.06, Block 252

Along said southerly and southeasterly line of Lot 6.01, Block 252, the following four (4) courses:

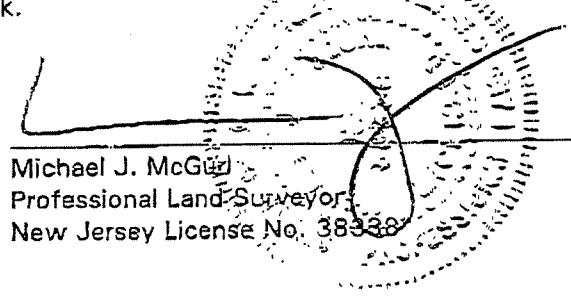
- 9) South 75° 18' 05" East, a distance of 349.83 feet to a point, thence
- 10) North 74° 50' 58" East, a distance of 99.79 feet to a point, thence
- 11) North 44° 28' 35" East, a distance of 180.00 feet to a point, thence
- 12) North 55° 02' 28" East, a distance of 39.10 feet to the point and place of beginning.

Said description of proposed Lot 1.06 in Block 252 containing 1,079,314 Square Feet or 24.778 Acres, more or less.

Said description of proposed Lot 1.06 in Block 252 having been drawn in accordance with a certain map entitled "Survey & Subdivision of Lot 1.04, Block 252, N/F DKM Properties Corp., prepared for Middlesex County Improvement Authority, Situated in the Township of North Brunswick, Middlesex County, New Jersey", sheet 1 of 1, prepared by CME Associates, dated May 12, 2003 and revised through June 30, 2004.

Said described lands, a portion of Lot 1.04 in Block 252, may be subject to such facts and conditions, which would be disclosed, in a search of the public record beyond that which was obtained for the issuance of the title binder.

Said described lands being known as a portion of Lot 1.04 in Block 252, as shown on the official Tax Maps of the Township of North Brunswick.



Michael J. McGuffey  
Professional Land Surveyor  
New Jersey License No. 38338

Proposed Lot 1.06 Block 252





JOHN M. ALLGAI, 1983-01  
DAVID J. SAMUEL, P.E., P.P.  
JOHN J. STEFANI, P.E., L.S., P.P.  
JAY B. CORNELL, P.E., P.P.  
MICHAEL J. McCLELLAND, P.E., P.P.  
GREGORY R. VALES, P.E., P.P.

TIMOTHY W. GILLEN, P.E., P.P.  
BRUCE M. KOCH, P.E., P.P.  
ERNEST J. PETERS, JR., P.E., P.P.

August 16, 2004  
File No. P-MC-00063-01  
Lot 1.03 Block 252

**Description of Lot 1.03 Block 252  
Lands N/F DKM Properties Corp.  
Township of North Brunswick  
Middlesex County, New Jersey**

All that certain tract or parcel of land located in the Township of North Brunswick, County of Middlesex, New Jersey, bounded and described as follows:

Beginning at a point, said point being the intersection of the common line between Lots 1.02 and 1.03, Block 252, with the southeasterly line of Lot 6.01, Block 252, and from said beginning point running:

- 1) Along said southeasterly line of Lot 6.01, Block 252, North 70° 04' 18" East, a distance of 76.52 feet to a point in the southwesterly line of Lot 6.01, Block 252, thence
- 2) Along said southwesterly line of Lot 6.01, Block 252, South 33° 43' 18" East, a distance of 576.05 feet to a point in the northwesterly line of Lot 6.01, Block 252, thence
- 3) Along said northwesterly line of Lot 6.01, Block 252, South 31° 11' 40" West, a distance of 274.70 feet to a point in the aforementioned common line with Lot 1.02, Block 252, thence
- 4) Along said common line with Lot 1.02, Block 252, North 19° 55' 45" West, a distance of 731.85 feet to the point and place of beginning.

Said description of Lot 1.03 in Block 252 containing 99,659 Square Feet or 2.288 Acres, more or less.

Said description of Lot 1.03 in Block 252 having been drawn in accordance with a certain map entitled "Survey & Subdivision of Lot 1.04, Block 252, N/F DKM Properties Corp., prepared for Middlesex County Improvement Authority, Situated in the Township of North Brunswick, Middlesex County, New Jersey", sheet 1 of 1, prepared by CME Associates, dated May 12, 2003 and revised through June 30, 2004.

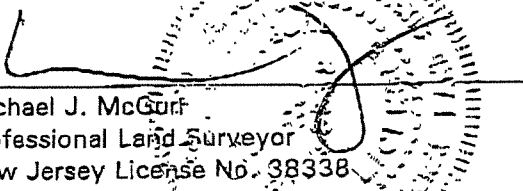
Said described lands may be subject to such facts and conditions, which would be disclosed, in a search of the public record beyond that which was obtained for the issuance of the title binder.





August 16, 2004  
File No. P-MC-00063-01  
Lot 1.03, Block 252

Said described lands being known as all of Lot 1.03 in Block 252, as shown on the official Tax Maps of the Township of North Brunswick.

  
Michael J. McGuff  
Professional Land Surveyor  
New Jersey License No. 38338

Proposed Lot 1.03 Block 252



GENERAL LAND ABSTRACT CO.  
P. O. Box 327  
Plainsboro, New Jersey 08536-0327  
(609) 951-9500 (908) 287-3636

Prepared By:

Garey M. Maietta, Esq.

133841  
CONSENT AGREEMENT

RETURN TO  
THIS AGREEMENT made this 7<sup>th</sup> day of March, 1995 by and between DKM PROPERTIES CORP., a New Jersey corporation ("DKM"), having an office at 1009 Lenox Drive, P.O. Box 6540, Lawrenceville, New Jersey 08648 and ARTKEN REALTY, L.L.C., a New Jersey limited liability company ("Artken"), with an office at c/o Silverline Building Products Corp., 207 Pond Avenue, Middlesex, New Jersey 08843.

WITNESSETH:

WHEREAS, on December 20, 1994 Artken purchased Lots 5.04 and 6.1 in Block 252, which lots were created pursuant to a subdivision plat dated September 9, 1994, as amended through September 28, 1994, which was approved by the Planning Board of the Township of North Brunswick ("Artken Property"); and

WHEREAS, on April 15, 1987, Artken's predecessor-in-title, Johnson & Johnson ("J&J") and DKM entered into an Easement Agreement which was recorded on that day in the Middlesex County Clerk's Office in Deed Book 3608, Page 541 ("Access Road Easement Agreement"), which granted to DKM an easement to use the existing private roads referred to therein as the J&J Roads located on Lot 6.1 (formerly part of Lot 6), Block 252 and Lots 20, 28 and 29.03, Block 194, the first page of which is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, pursuant to the Access Road Easement Agreement access to and from U.S. Route 1 is to be provided to the DKM property now known as Lot 1.1, Lot 1.2 and Lot 1.3 in Block 252 ("DKM Property") through two (2) access points which are part of the J&J Roads and are located on property designated on the North Brunswick Township Maps as Lot 6.1 (formerly part of Lot 6), Block 252 (northbound access point now owned by Artken) and Lot 28, Block 194 (southbound access point retained by J&J) (collectively, the "J&J Roads"); and

WHEREAS, DKM has obtained various governmental permits and approvals to construct on the DKM Property a multiple-use development known as Weston Mill Corporate Center, which development is approved for construction all at once, or in Phases/Sections as follows:

- Phase 1 - 100,000 sq. ft./Edu. Fac. - Lot 1.02
- Phase 2 - 140,000 sq. ft./Office - Lot 1.01
- Phase 3 - 166,500 sq. ft./Office - Lot 1.01
- Phase 4 - 193,500 sq. ft./Office - Lot 1.01
- Phase 5 - 193,500 sq. ft./Office - Lot 1.01

WHEREAS, in connection with DKM's conveyance of the Keller Tract, DKM will simultaneously grant to Keller an easement in, upon, over, across, under and through the DKM Tract for the purpose of access to a sanitary sewer pump station ("Sewer Pump Station") to be built by DKM on DKM's Tract to provide sanitary sewer service for Keller's building on the Keller Tract and buildings to be constructed by DKM on the DKM Tract. The Sewer Pump Station by way of required appurtenant pipes and other facilities as shown on the Grading, Drainage and Utilities Plan for DeVry Institute of Technology prepared by Langan Engineering dated June 13, 1994 revised through February 15, 1995, Drawing No. 21.01 ("Grading, Drainage and Utilities Plan"), relevant portions of which are annexed hereto as Exhibit "B", will tap into an existing 16" sanitary sewer force main owned by Artken ("Artken Sanitary Sewer Force Main") which passes through the Keller Tract; and

WHEREAS, DKM desires that Artken hereby confirm and ratify its consent to DKM tapping into the Artken Sanitary Sewer Force Main; and

WHEREAS, DKM and Artken as of the date hereof have entered into a Restated and Amended Access Road Easement Agreement to be recorded in the Middlesex County Clerk's Office.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

RIDER # 20

MIDDLESEX COUNTY  
10/10/95  
163343  
1.00 TAX  
153.00  
DEED REC. FEE  
INSTRUMENT DUCED  
0227  
NWE  
1.00  
95

201.224.0665



1. PHASE 1 AND PHASE 2 OF WESTON MILL. Artken hereby:

(a) acknowledges that (i) DKM has obtained various governmental permits and approvals to construct on the DKM Property a multi-use, multi-phase development known as Weston Mill Corporate Center which is approved for construction all at once or in phases/sections as set forth above; and (ii) Phase 2 may be built pursuant to the approvals referenced above or pursuant to any new or amended approvals obtained by DKM provided any improvements built under Phase 2 do not exceed 140,000 sq. ft., and

(b) consents to the modification of those portions of the J&J Roads on Artken Property in accordance with the Restated and Amended Access Road Easement Agreement between DKM and Artken signed of even date hereof, and

(c) acknowledges and agrees that except as otherwise provided in the Developers Agreement between DKM and the State of New Jersey, DKM shall not be required to take or commence any remedial improvements to the J&J Roads to alleviate any traffic congestion on the J&J Roads at any time prior to DKM's receipt of a building permit for Phase 3 as more fully set forth below.

2. BRIDGE ABUTMENT MODIFICATION. Subject to approval of the Township of North Brunswick and the NJDOT and any other governmental authority having jurisdiction thereof, upon the earlier of (i) DKM obtaining a building permit for the Phase 3 building or, (ii) DKM obtaining a building permit to build in excess of a total of 240,000 sq. ft. inclusive of Phase 1 and any improvements built under Phase 2 as set forth above or as permitted in any amended or subsequent approval if the aggregate of Phase 1 and Phase 2 exceeds 240,000 sq. ft.:

(a) DKM agrees, at its cost, to commence and with due diligence to complete construction of certain bridge abutment modifications to the portions of the J&J Roads in order to add an additional travel lane under U.S. Route 1 at DKM's sole cost.

(b) Artken agrees that the design of the modifications to the bridge abutment may be performed as shown on the attached Exhibit "C" entitled "Preliminary Cost Estimate: Bridge Abutment Modification at Route 1 adjacent to DKM Property, North Brunswick, New Jersey, prepared by Langan Engineering and Environmental Services, Inc. on January 17, 1995" but the cost to modify the bridge abutment shall not be limited to the cost estimate contained therein.

(c) If DKM can not (i) obtain the applicable governmental approvals from all governmental authorities having jurisdiction thereof to add an additional travel lane limited to the underpass under U.S. Route 1 when required above; or (ii) design and obtain applicable governmental approvals from all governmental authorities for an alternative method of alleviating traffic congestion at the underpass when required above, subject to the approval of Artken, not to be unreasonably withheld, delayed or conditioned if DKM can not obtain governmental approvals for (c)(i) above despite using good faith efforts, then DKM, its successors and/or assigns may not use the underpass for traffic generated by Phase 3 or any subsequent phase of the Weston Mill Corporate Center.

(d) All work performed by DKM hereunder, its employees, agents or contractors hereunder shall be done in a workmanlike and diligent manner and shall be performed at reasonable times. All such work shall be completed within a reasonable period of time after commencement thereof, subject to such delays as may arise due to events of force majeure. All such work shall be performed in compliance with all applicable governmental statutes, ordinances and regulations at the sole cost and expenses of DKM. Except in the case of an emergency, DKM or the party performing work hereunder shall provide reasonable advance notice in writing to Artken as to all such work to be performed. Upon completion of any such work, DKM shall provide to Artken a revised survey of that portion of the J&J Roads on Artken's Property showing the exact locations of any such work.

(e) The plans for the additional travel lane shall be subject to the review and approval of Artken and/or its engineers not to be unreasonably withheld, delayed or conditioned provided that Artken and/or its engineers shall promptly review the plans and within ten (10) days of their receipt either approve them or state what reasonable changes will be required. If Artken requires any changes, provided they are in accordance with good economical construction practices, DKM shall cause its engineers to change the plans in accordance with Artken's reasonable requirements and properly resubmit them to Artken, indicating thereon the revision date and listing every change made to the previous submission of the plans. These changes and resubmission shall continue until the plans have been approved by Artken, such approval not to be unreasonably, conditioned or delayed. Artken's and/or its engineer's failure to respond within the applicable ten (10) day time frame shall be a waiver of their right to comment thereon. The submissions and resubmissions of the plans may be made by ordinary mail.

3. PHASE 4 AND PHASE 5 OF WESTON MILL. Artken hereby acknowledges and

agrees that except with respect to the bridge abutment modification work in connection with Phase 3 of the Weston Mill Corporate Center, and except as otherwise provided in the Developers Agreement with NJDOT, and the Developers Agreement with the Township of North Brunswick, DKM shall have no further obligations for any modifications to the J&J Roads in connection with Phase 1 through Phase 5 of the Weston Mill Corporate Center development.

4. Artken Sanitary Sewer Force Main. Artken hereby acknowledges, confirms and ratifies its consent that DKM shall have the right, at its sole cost and expense, to connect the Sewer Pump Station on the DKM Tract to the 16" sanitary sewer force main owned by Artken which traverses the Keller Tract as shown on Exhibit "B".

5. Signage. DKM, for itself and its subsidiary, DKM Atlantic-Two Corp., hereby agrees that the existing "Silverline Products" sign may remain at its present location on the Detention Basin Tract as shown on Exhibit "B", unless and until it materially interferes with DKM's expansion of the Detention Basin as shown on Exhibit "B" using good engineering practices.

It is understood and agreed that Artken shall have the right, at its sole cost and expense, to reinforce or reconstruct the sign at its present location shown on Exhibit "B" at any time, including at such time as the Detention Basin is expanded as shown on Exhibit "B", provided the height and width of the sign is not enlarged, and subject to governmental approval for any such reinforcement or reconstruction. At the time of such expansion of the Detention Basin, Artken shall have the right, at its sole cost and expense, to place the sign on pylons provided that the top of the sign is not raised above its present height subject to foregoing height and width restrictions or to take such other measures as may be required by good engineering practices to enable the sign to remain in its present location within the expanded Detention Basin subject to governmental approvals.

If the sign materially interferes with DKM's expansion of the Detention Basin using good engineering practices as shown on Exhibit "B", notwithstanding Artken's willingness to reinforce or reconstruct the sign, then Artken shall have the right to move the sign (as presently configured) to a location on the DKM Property that is mutually agreeable in writing to the parties. Without limiting the generality of the foregoing, DKM agrees in advance that it does not object to Artken, at its sole cost and expense, moving the sign to a site behind the Detention Basin (moving away from U.S. Route 1) on DKM's Property on Lot 1.3.

DKM agrees, for itself and its successors and assigns that Artken shall have the right, at its sole cost and expense, to install a directional sign in the New Jersey Department of Transportation right-of-way not to exceed 3 feet 6 inches in width by 3 feet in height in accordance with the diagram attached hereto and incorporated herein as Exhibit D at a mutually agreed upon location on DKM's Property fronting on U.S. Route 1. Artken agrees that DKM shall have the right to remove the sign, at DKM's sole cost and expense, at such time as DKM installs a directional sign for the project identifying the occupants of buildings in the project, which directional sign shall include the name "Silverline". The rights in this paragraph 5 are personal to Artken and are not assignable to any successor or assign unless Artken Silverman or Kenneth Silverman control a majority interest in such successor or assign.

DKM agrees, for itself and its successors and assigns, to reasonably cooperate with Artken in obtaining any governmental approvals, including but not limited to variances and/or waivers that may be required for (i) any such relocation of the sign to a site behind the Detention Basin on Lot 1.3, (ii) or any such reconstruction of the sign onto a pylon in its current location as shown on Exhibit "B", subject to the conditions stated above, or (iii) the installation of such directional sign.

6. NO WAIVER. The failure by either party to insist upon strict performance of any of the covenants of this Agreement or to exercise any remedies available to it or him shall not be construed as a waiver or relinquishment of any such covenants or remedies, all of which shall remain in full force and effect.

7. NO PARTNERSHIP OR JOINT VENTURE. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between parties hereto other than as may have been or may be otherwise created by separate written agreement between the parties.

8. SUCCESSORS AND ASSIGNS. The terms of this Agreement shall run with the land and be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be signed and sealed on the day and year first written above.

ATTEST:

DKM PROPERTIES CORP.

Gary N. Maietta  
Gary N. Maietta, Assistant Secretary

By: Donald M. Slaght  
Donald M. Slaght, Vice President

WITNESS:

ARTKEN REALTY, L.L.C.

Elizabeth J. Gask

By: Arthur Silverman  
Arthur Silverman, Member

WITNESS:

ARTKEN REALTY, L.L.C.

Elizabeth J. Gask

By: Kenneth Silverman  
Kenneth Silverman, Member

STATE OF NEW JERSEY )

ss: 137-40-4135

COUNTY OF MIDDLESEX )

On the 3RD day of March, 1995 before me personally came Arthur Silverman and Kenneth Silverman to me known, who, being by me duly sworn, did depose and say that they are members of ARTKEN REALTY, L.L.C., a New Jersey limited liability company, the company described in and which executed the foregoing instrument; that the foregoing instrument was executed with full authority of the company and that they signed their names thereto by like order.

Signed and sworn to before me  
March 3RD, 1995.

Joel Rubenstein  
Notary Public  
JOEL RUBENSTEIN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires May 3, 1998

STATE OF NEW JERSEY )

ss:

COUNTY OF MERCER )

I CERTIFY that on March 7th, 1995, Gary N. Maietta personally came before me and he acknowledged under oath, to my satisfaction, that:

- (a) he is the Assistant Secretary of DKM PROPERTIES CORP., the corporation named in the attached document;
- (b) he is the attesting witness to the signing of this document by the proper corporate officer who is Donald M. Slaght, the Vice 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; and
- (d) he signed this proof to attest to the truth of these facts.

Signed and sworn to before me  
March 7, 1995.

Janet D. Persons  
Notary Public  
JANET D. PERSONS  
A. Notary Public of New Jersey  
My Commission Expires 12/17/96

Gary N. Maietta  
Gary N. Maietta, Assistant Secretary

RETURN TO

K1 DKM19

Prepared by:

Bruce Lubitz  
Bruce Lubitz, Esquire

EASEMENT AGREEMENT

This Easement Agreement made as of the 15th day of April, 1987  
between Johnson & Johnson, a New Jersey corporation (hereinafter called "J&J")  
and DKM Properties Corp., a New Jersey corporation (hereinafter called "DKM").

W I T N E S S E T H :

WHEREAS, J&J has this day conveyed to DKM certain property situate in  
the Township of North Brunswick, County of Middlesex, State of New Jersey and  
designated as a portion of Lot 1, Block 252, all as more particularly described  
on Exhibit A annexed hereto (the "DKM Property"); and

WHEREAS, J&J has retained ownership of a paved access road which is  
contiguous to the DKM Property and which grants access to the northbound lane of  
U.S. Route 1, as well as the paved access road which crosses under U.S. Route 1  
and permits access to the southbound lane of U.S. Route 1 (herein collectively  
referred to as the "J&J Roads"); and

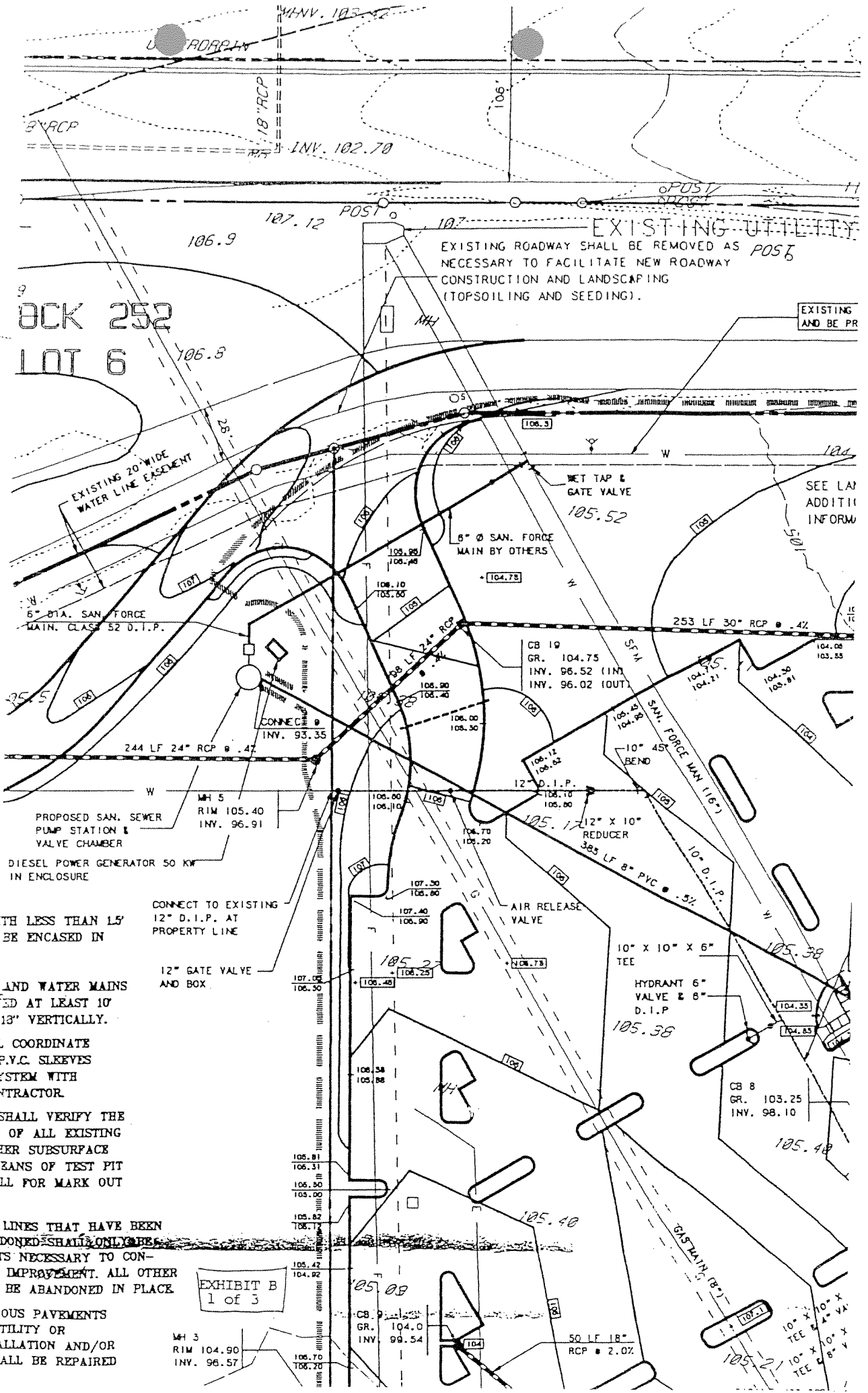
WHEREAS, the parties hereto wish to make provisions for the  
unobstructed use by DKM of an easement for ingress and egress across and through  
the J&J Roads and for the maintenance of said J&J Roads.

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars,  
each in hand paid to the other and in consideration of the mutual covenants and  
easements herein contained, it is agreed as follows:

1. J&J hereby grants to DKM and its successors and assigns an  
easement through and across the J&J Roads for the purpose of ingress to and  
egress from the DKM Property to U.S. Route 1. The parties understand and agree  
that DKM shall connect the DKM Property to the J&J Roads with driveways and/or  
roads situated at such locations as DKM and J&J shall mutually reasonably

BOOK 3608 PAGE 541

EXHIBIT A



EXISTING UTILITY  
EXISTING ROADWAY SHALL BE REMOVED AS NECESSARY TO FACILITATE NEW ROADWAY CONSTRUCTION AND LANDSCAPING (TOPSOILING AND SEEDING).

EXISTING AND BE PR

OCK 252  
LOT 6

EXISTING 20' WIDE  
WATER LINE EASEMENT

6" DIA. SAN. FORCE  
MAIN, CLASS 52 D.I.P.

PROPOSED SAN. SEWER  
PUMP STATION &  
VALVE CHAMBER

DIESEL POWER GENERATOR 50 KW  
IN ENCLOSURE

TH LESS THAN 15'  
BE ENCASED IN

AND WATER MAINS  
ED AT LEAST 10'  
13" VERTICALLY.

L COORDINATE  
P.V.C. SLEEVES  
YSTEM WITH  
NTRACTOR.

SHALL VERIFY THE  
S OF ALL EXISTING  
HER SUBSURFACE  
EANS OF TEST PIT  
ALL FOR MARK OUT

INES THAT HAVE BEEN  
NDONED SHALL ONLY BE  
ITS NECESSARY TO CON-  
D IMPROVEMENT. ALL OTHER  
D BE ABANDONED IN PLACE

IOUS PAVEMENTS  
UTILITY OR  
FALLATION AND/OR  
EALL BE REPAIRED

EXHIBIT B  
1 of 3

MH 3  
RIM 104.90  
INV. 96.57

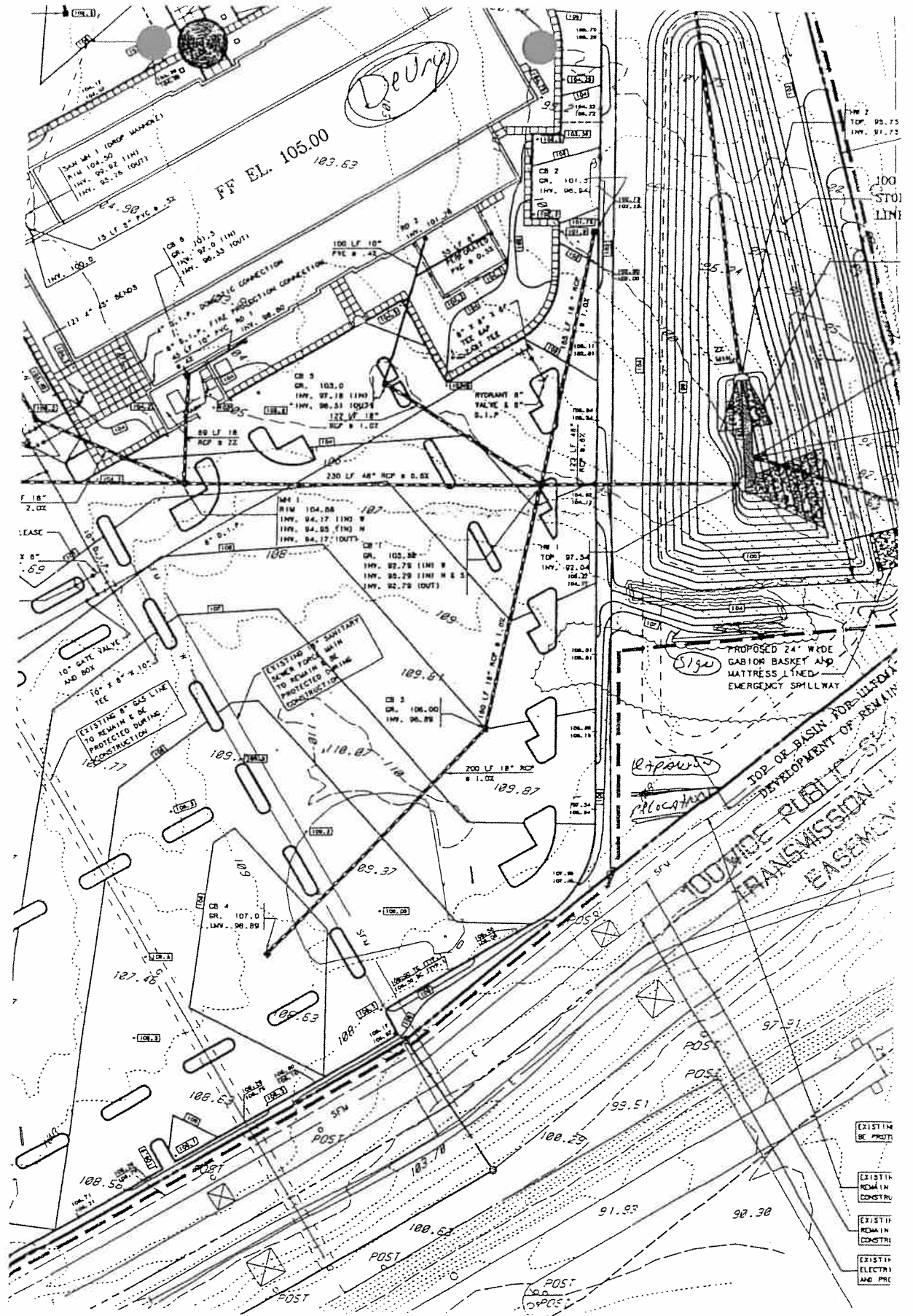
CB 9  
GR. 104.0  
INV. 99.54

50 LF 18"  
RCP @ 2.0%

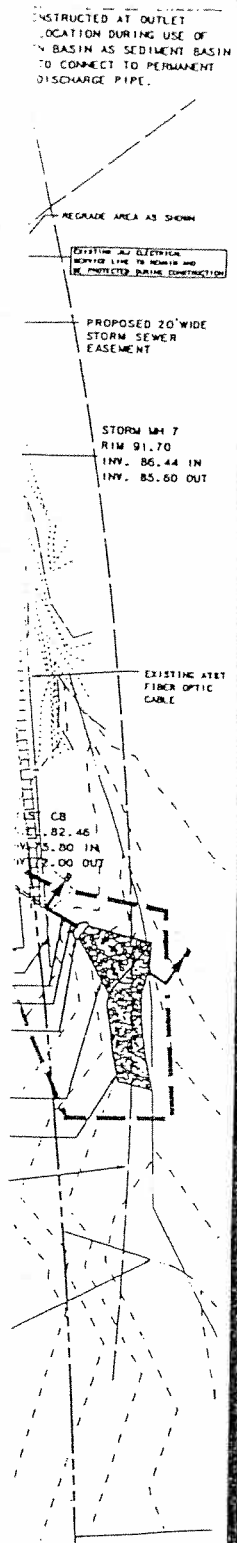
CB 8  
GR. 103.25  
INV. 98.10

105.40

10' X 10' X 6"  
TEE @ 4' X 4' X 4'  
10' X 10' X 6"  
TEE @ 8' X 8' X 8'



524-3013



Job No. 12178  
 DATE JUNE 13, 1994  
 SCALE 1" = 50'  
 DRN. BY AZ  
 CHKD. BY K.P.

**DEVRY TECHNICAL INSTITUTE**  
**OF NEW JERSEY**  
 NORTH BRUNSWICK, NEW JERSEY  
**GRADING, DRAINAGE, & UTILITIES**  
**PLAN**

DATE	REVISIONS	NO.
7/14/94	PER CDE COMMENT LETTER 1/15/94	1
8/1/94	PER CDE COMMENT LETTER DATED 8/7/94	2
8/12/94	PER CDE COMMENT LETTER DATED 8/11/94	3
8/18/94	ISSUE FOR BID	4
10/13/94	FOR COUNTY PLANNING BOARD LETTER 8/28/94	5
11/18/94	ISSUE FOR BID	6

Project  
**21.01**

PRELIMINARY COST ESTIMATE =  
BRIDGE ABUTMENT MODIFICATION  
AT ROUTE 1 ADJACENT TO DKM PROPERTY,  
NORTH BRUNSWICK, N.J.



17. JAN. 1995

12217

EXHIBIT C

---

RIVER DRIVE CENTER 1 • ELMWOOD PARK, NEW JERSEY 07407-1338 • (201) 794-6900 • FAX: (201) 794-0366  
ELMWOOD PARK, NJ • NEW YORK, NY • MIAMI, FL • DOYLESTOWN, PA



## WORK ELEMENTS

MACHINE/HAND EXCAVATE EACH WALL PANEL, DISPOSE SOIL,

STABILIZE SOIL FACE REMAINING

CONSTRUCT WALL PANEL FOOTING

CONSTRUCT WALL PANEL & TIE BACK

BACKFILL TO STREET GRADE

PAVE STREET (CRUSHED STONE ONLY)

EXCAVATE FOR WING WALLS, DISPOSE SOIL

CONSTRUCT WING WALLS

BACKFILL TOPSOIL & SEED

ENGINEERING, SITE

ENGINEERING, GEOTECHNICAL

ENGINEERING, FOUNDATION/STRUCTURAL

PERMITTING

SURVEY

TOTAL CONSTRUCTION COSTS

43,500

4,350

13,200

7,200

2,800

71,110

280,000

3,785

10,500

46,100

5,450

487,995

15% misc 73,200

# 562,000

ENGINEERING

30,000 CIVIL

15,000 SOILS

30,000 STREET

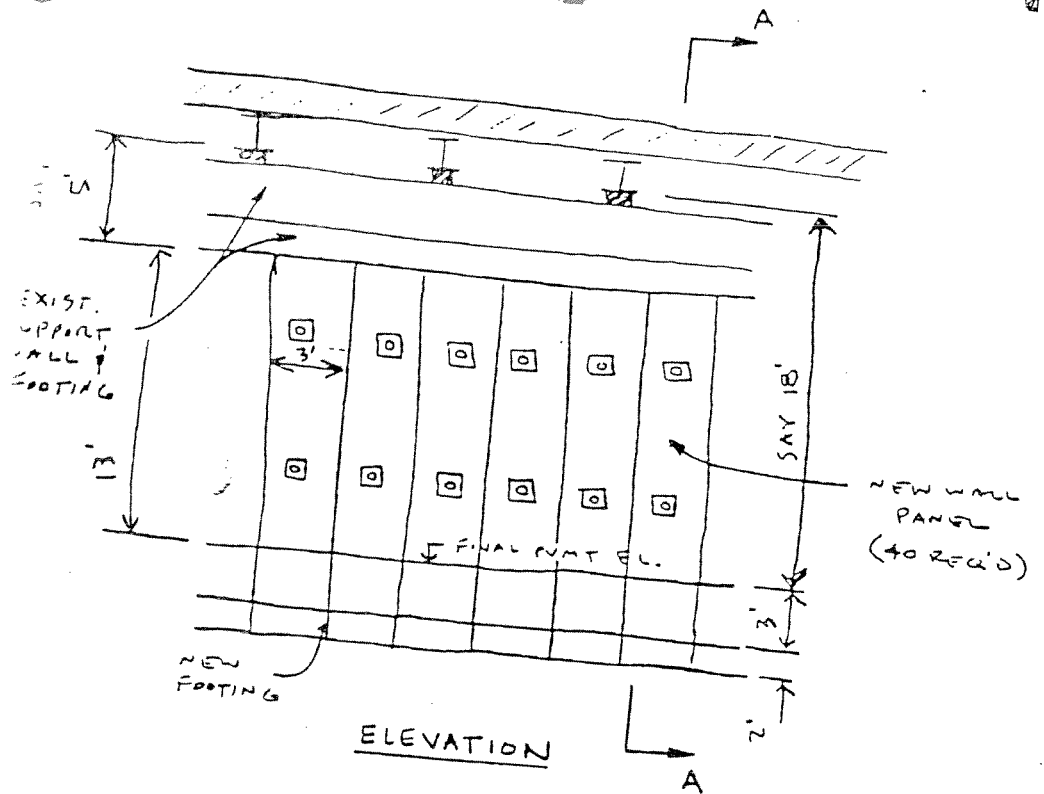
\$ 75,000

SURVEY

\$ 10,000

GRAND TOTAL = 562,000 + 75,000 + 10,000

= \$ 650,000**Langan** Engineering and Environmental S.



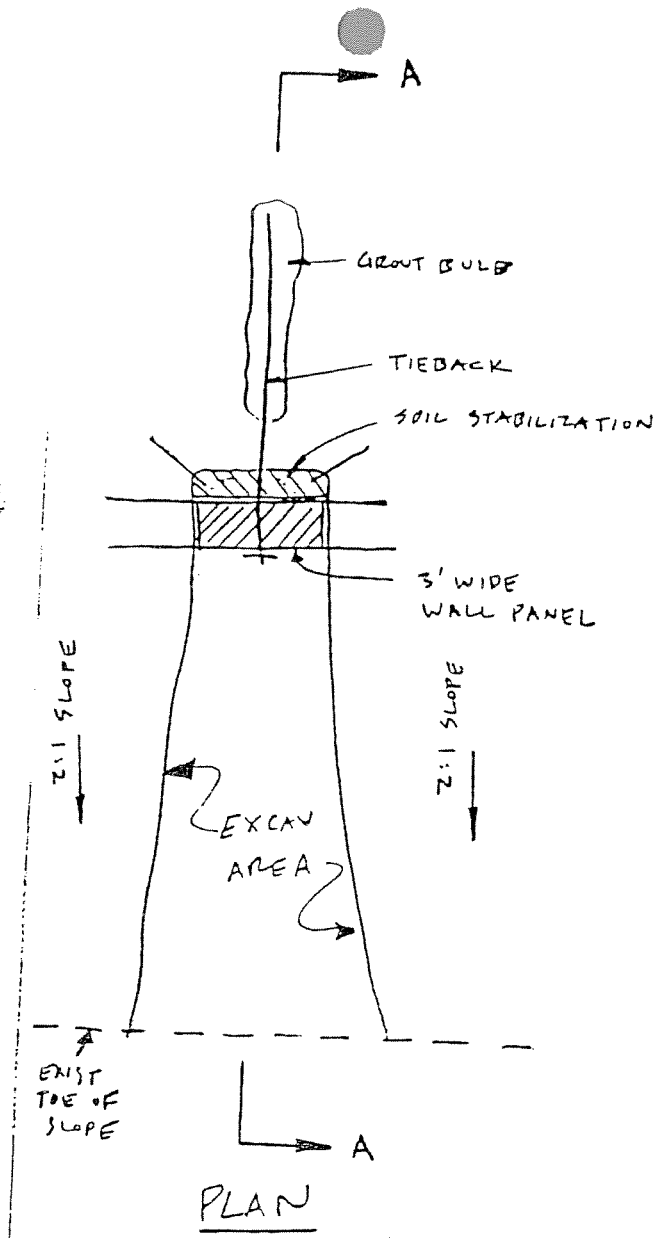
ASSUME: WALL PANELS ARE 3' WIDE  
 X 2.0' THICK  
 X 10' HIGH

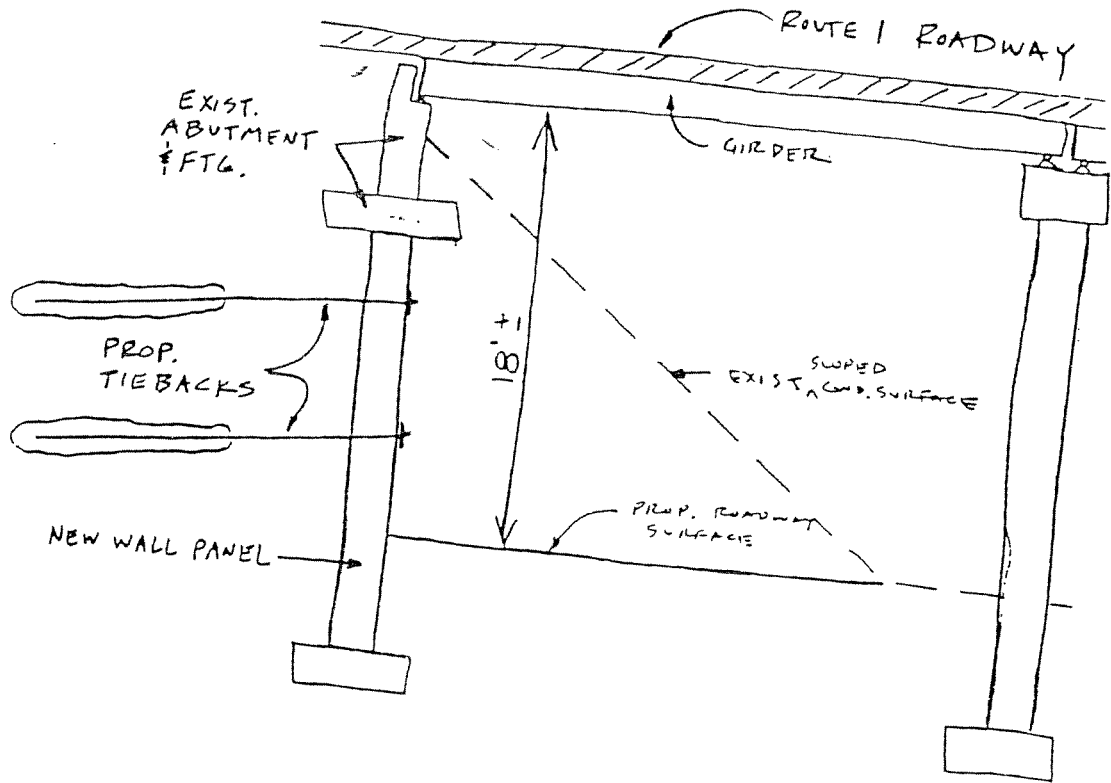
FOOTINGS ARE 3' WIDE  
 X 2.0' HIGH  
 X 4' DEEP

WEST WINGWALL 45' LONG  
 X 1' THICK  
 X 13' HT (AVG.)

EAST WINGWALL 40' LONG  
 X 1' THICK  
 X 13.2' HT (AVG.)

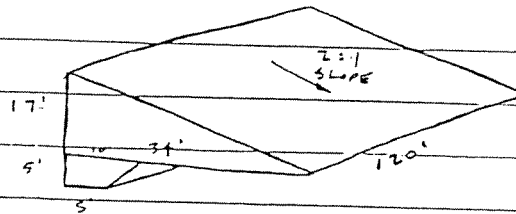
**Langan** Engineering and Environmental Services





SECTION A-A

# EXCAVATE AT NEW ADJUTMENT



$$\text{TOTAL VOL} = \left[ \left( \frac{17}{2} \right) (34) (120) + \left( \frac{5-17}{2} \right) (5) (120) \right] \div 27 = 145$$

$$\text{RATES: SHovel LOADER/HOE} = 5.00/\text{CY}$$

$$\text{HAND} = 30.00/\text{CY}$$

SAY 60% OF EXCAV. IS PERFORMED BY HAND

$$\text{RATE} = (5.00)(0.4) + (30.00)(0.6) = \$20.00$$

USE 1.5 FACTOR FOR DIFFICULT WORKING CONDITIONS

$$\text{RATE} = \$30.00/\text{CY.}$$

$$\text{EXCAV. COST} = (145 \text{ CY.}) (30.00/\text{CY}) = \boxed{4350.00}$$

## HAUL & DISPOSE

$$\text{SAY } 3.00/\text{CY}$$

$$\text{HAUL/DISPOSAL COST} = (145) (3.00) = \boxed{4350}$$

## STABILIZE SOIL FACE

SAY 3 MEN @ 22.50/HR EACH CAN PREPARE AN AREA

MEASURING 3' X 3.33' IN 0.5 HRS APPLYING REBAR

ANCHORS, WIRE MESH, & CONC (HAND LAYUP) TO 3' THICK

$$\text{TOTAL SURFACE AREA TO BE STABILIZED} = 120 \times 22 = 2640$$

$$\text{LABOR \$} = 22.50 \times 3 \times 0.5 \times \frac{1}{10 \text{ SF}} = 3.50/\text{SF}$$

$$\text{MAT \$} = (1 \text{ SF})(0.25 \text{ TRL}) = 0.25 \text{ CF/ft} @ 0.00/\text{CF} = 1.$$

$$\text{TOTAL \$} = \$5.00/\text{SF}$$

$$(2640 \text{ SF})(5.00/\text{SF}) = \boxed{13,200}$$

### CONSTRUCT WALL PANEL FOOTING

$$\text{ASSUMED FTG. VOL} = (120)(2)(4) \left(\frac{1}{27}\right) = 36 \text{ CY}$$

$$\$/\text{CY} = 200$$

$$\text{TOTAL FTG COST} = (36)(200) = \boxed{7200} \text{ w/o Formwork}$$

$$\text{FORMWORK} = (200)(2)(2)(3.50/\text{SFCA}) = \boxed{2800}$$

### CONSTRUCT WALL PANELS

$$(16' \times 2' \times 120' \times \frac{1}{27}) \times 500/\text{CY} = \boxed{71,110}$$

### TIE WALL PANELS BACK

$$(120' \div 3'/\text{PANEL})(2 \text{ TIES}/\text{PANEL})(\$3500/\text{TIE}) = \boxed{280,000}$$

### BACKFILL / CRUSHED STONE PVT @ STREET AREA

BACKFILL: (NO MAT'L COST, REUSE ON-SITE MAT'L)

$$\text{VOL} = \left(\frac{5+10}{2}\right)(5)(120) \left(\frac{1}{27}\right) = 170 \text{ CY}$$

$$\text{BACKFILL UNIT COST} = 2.00/\text{CY}$$

$$\text{COMPACTION UNIT COST} = 3.50/\text{CY}$$

$$\text{TOTAL COST} = (170)(2.00 + 3.50) = \boxed{\$935}$$

CONSTRUCT STONE PAVT (SUBBASE FOR FUTURE ROAD)

$$AREA = 120' \times 45' \times \frac{1}{2} = 600 \text{ SY}$$

$$PROOFROLL ENTIRE AREA = 600 \times \$1.50/\text{SY} \\ = \$900$$

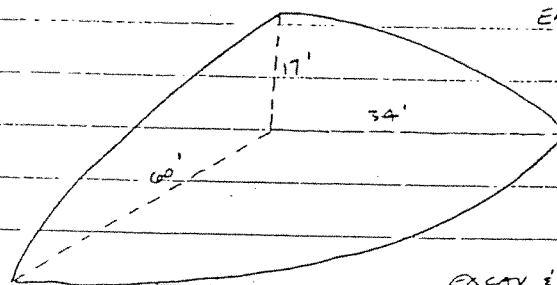
SINCE & COMPACT GRADED STONE MIX TO 6" THK

$$(600 \text{ SY})(3.25) = \$1950$$

TOTAL B'FILL/STONE PAVT COST

$$= 975 + 900 + 1950 = \boxed{3785}$$

EXCAVATE FOR WING WALLS



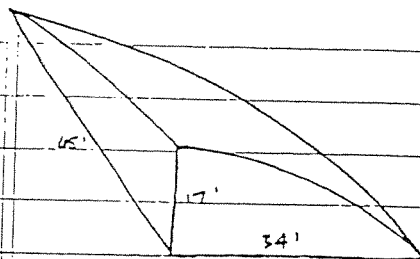
EAST WING WALL

APPROX VOL =

$$34 \times 60 \times 7 \times \frac{1}{2} = 550 \\ + 300 \\ \hline 850$$

EXCAV & DISPOSAL COST

$$= (3.00/\text{CY EXCAV} + 3.00/\text{CY Haul & Dispose}) \\ (850 \text{ CY}) = \$5,100$$



WEST WING WALL

APPROX VOL =

$$34 \times 45 \times 7 \times \frac{1}{2} = 600 \text{ CY} \\ + 300 \\ \hline 900$$

EXCAV & DISPOSAL COST =

$$(900)(6.00) = \$5,400$$

**Langan** Engineering and Environmental Services



TOTAL EXCAV/DISPOSAL COSTS =

$$5,100 + 5,400 = \boxed{10,500}$$

CONSTRUCT WINGWALLS & FTGS.

FOOTINGS:

$$\text{SAY TOTAL LENGTH} = 60' + 65' = 125'$$

ASSUME FOOTING IS 18" THK & 6' WIDE

$$\text{TOTAL VOL} = (125)(1.5)(6)\left(\frac{1}{27}\right) = 45 \text{ c.y.}$$

UNIT COST = \$200/CY (INCL. REBAR)

$$\text{TOTAL COST} = 45 \times 200 = \$9,000 \text{ w/o FORMWORK}$$

$$\begin{aligned} \text{FORMWORK} &= (1.5)(125)(2)(3.5/\text{SFCA}) \\ &= \$1,315 \end{aligned}$$

WALL: (ASSUME AVG WALL THICKNESS = 18")

$$\begin{aligned} \text{TOTAL WALL VOLUME} &= (15.75)(125)(1.5)\left(\frac{1}{27}\right) \\ &= 110 \text{ CY} \end{aligned}$$

$$\begin{aligned} \text{TOTAL WALL COST} &= 110 \times 325/\text{CY} \\ &= \$35,750 \end{aligned}$$

TOTAL COST OF WINGWALLS & FTGS:

$$\text{TOTAL} = 9000 + 1315 + 35750$$

$$= \boxed{46,100}$$

BACKFILL WING WALLS, TOPSOIL, SEED.

BACKFILL: (NO MAT'L COST, USE ON-SITE MAT'L)

$$VOL = \left( \frac{3 + 15}{2} \right) (125) (15.75) \left( \frac{1}{27} \right) = 460 \text{ c}$$

$$BACKFILL / COMPACT. UNIT COST = 2.00 + 3.50 = 5.$$

$$TOTAL BACKFILL COST = 460 \times 5.50$$

$$= \$3,430$$

TOPSOIL &amp; SEED:

$$SURFACE AREA = (125)(15) \left( \frac{1}{9} \right) = 208 \text{ s.y.}$$

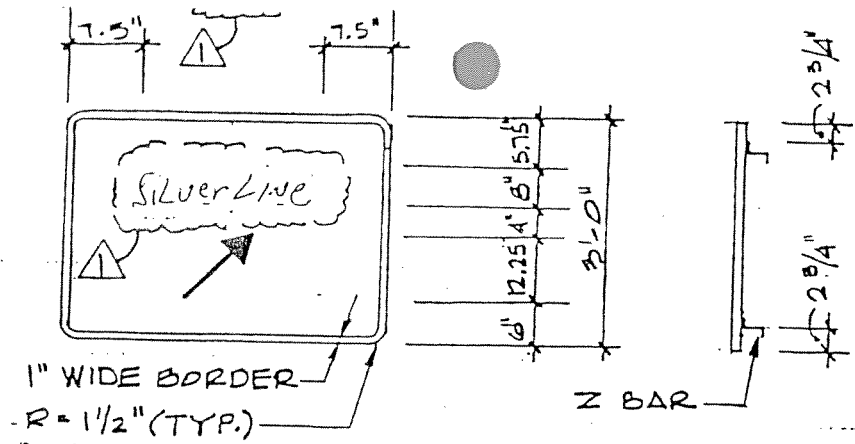
$$TOPSOIL TO 4" DEEP & SEED @ 8.75/sy$$

$$TOTAL COST T \& S = (208)(8.75)$$

$$= \$1,820$$

TOTAL COST BACKFILL TOPSOIL &amp; SEED =

$$3430 + 1820 = \boxed{5,450}$$



NOTES:

1. WHITE LEGEND AND BORDER, GREEN BACKGROUND
2. PROVIDE TWO (2) SIGN PANELS. DOT FORCES WILL INSTALL
3. 12" x 15 1/2" ARROW AT 45°
4. COPY SERIES "C" = 8" HEIGHT
5. 0.100 ALUM. PANELS, REFLECTIVE
6. FABRICATION SHALL CONFORM TO NJDOT SPECIFICATIONS. CONTACT NJDOT SIGN SHOP (609) 530-2691
7. DIMENSIONS AS PER D.O.T. SKETCH

△ REV 1/11/95

SK-1

NO. BRUNSWICK N.J.	BY KPP	DATE 12/13/94	PROJ. NO. 12178
	CD.	DATE	SHEET 1 OF 1

Exhibit D

LANGAN ENGINEERING

EXHIBIT F-2  
SPECIMEN FORM OF  
ARTKEN CONSENT AGREEMENT

SPECIMEN FORM OF ASSIGNMENT AND ASSUMPTION OF CONSENT AGREEMENT.

Record and Return to:

**ASSIGNMENT AND ASSUMPTION**  
**OF CONSENT AGREEMENT**

**THIS ASSIGNMENT AND ASSUMPTION** made this \_\_\_\_ day of \_\_\_\_\_, 20 by and between the **New Jersey Economic Development Authority**, an instrumentality of the State of New Jersey whose address is 36 West State Street, Post Office Box 990, Trenton, New Jersey 08625 (the "Assignor") and **[[BIDDER]]** a \_\_\_\_\_ of the State of \_\_\_\_\_ whose address is \_\_\_\_\_ ("Assignee").

**RECITALS**

A. Assignor and Artken Realty, L.L.C. are parties to a certain Consent Agreement dated March 7, 1995 and recorded with the Middlesex County Clerk's Office in Book 4224, at Page 665 et seq. and amended by a First Amendment to Consent Agreement recorded in Book 5404, Page 708 et seq. and further amended by a Second Amendment to Consent Agreement recorded in Book 6032, Page 62 et seq. (the "Consent Agreement") relating to certain real property (the "Property") designated on the North Brunswick Tax Maps as Block 252, Lots 1.03 and 1.06;

B. The Agreement and Ground Lease for Lot 1.06 between Assignor and L'Oreal USA Products, Inc. ("L'Oreal") has been terminated and L'Oreal no longer holds any interest or rights in the Property; and

C. Assignor and Assignee have entered into a certain Agreement for Sale of Property (the "Sales Agreement") dated as of July 8, 2015 whereby Assignor has agreed to convey and Assignee has to acquire all of Assignor's right, title and interest in and to the Property.

**NOW, THEREFORE,** for and in consideration of the foregoing premises and the mutual covenants contained herein, the parties agree as follows:

1. Assignment. Assignor hereby assigns the Consent Agreement to Assignee, together with all Assignor's rights,

title, privileges, obligations and duties as developer thereunder. This assignment is made as part of the consideration for the sale of the Property by Assignor to Assignee pursuant to the Sales Agreement. From and after the date of this Assignment: (i) Assignee shall hold, have and enjoy all of the rights, title and privileges as developer under the Consent Agreement; and (ii) any and all references to the New Jersey Economic Development Authority (NJEDA) in the Agreement shall refer to the Assignee.

2. Assumption by Assignee. Assignee does hereby assume all of the rights, obligations and duties of the Assignor under the Consent Agreement. Assignee does for every purpose and forever release and relieve Assignor from every obligation and duty of Assignor as developer under the Consent Agreement.

3. Signature by Counterparts. This Assignment and Assumption Agreement may be executed in any number of counterparts. If counterparts of this document are executed and delivered to the parties, multiple signature pages and acknowledgments may be combined to create a complete and original form of this document for recording purposes.

**IN WITNESS WHEREOF,** Assignor and Assignee have executed this Assignment and Assumption of Consent Agreement as of the date first written above.

ATTEST:

NEW JERSEY ECONOMIC  
DEVELOPMENT AUTHORITY, Assignor

ATTEST:

Assignee

L.S.

STATE OF NEW JERSEY:

: SS

COUNTY OF MERCER :

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 20,  
before me, the subscriber,

\_\_\_\_\_, personally appeared

\_\_\_\_\_, the \_\_\_\_\_  
of the New Jersey Economic Development Authority who, I am  
satisfied, is the person named in and who executed the within  
Assignment and Assumption of Consent Agreement, was duly  
authorized to sign the within Assignment and Assumption of  
Consent Agreement for the purposes therein expressed.

\_\_\_\_\_

STATE OF NEW JERSEY:

: SS

COUNTY OF \_\_\_\_\_:

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 20,  
before me, the subscriber,

\_\_\_\_\_, personally appeared

\_\_\_\_\_, the \_\_\_\_\_  
of [[BIDDER]], I am satisfied, is the person named in and who  
executed the within Assignment and Assumption of Consent  
Agreement, was duly authorized to sign the within Assignment and  
Assumption of Consent Agreement for the purposes therein  
expressed.

\_\_\_\_\_