

EXHIBIT E
NJEDA TITLE POLICY
DATED 11/3/2004

Issued with Policy No.

FEE POLICY

SCHEDULE A

POLICY NO. : **101382524 NJO**

File No.: **TC-32755**

Your File No.:

Amount of Insurance: **\$3,675,000.00**
Premium : **Standard Rate**
Date of Policy: **November 03, 2004**

1. Name of Insured:

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY,
an instrumentality of the State of New Jersey**

2. The estate or interest in the land described herein which is covered by this policy is **Fee Simple** and is at Date of Policy vested in:

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY, an instrumentality of the State of New Jersey under Deed from DKM-ATLANTIC TWO CORP., a Corporation of the State of New Jersey, dated 10/25/2004, recorded 11/03/2004 in Deed Book 5404, Page 752 AND DKM PROPERTIES CORP. by deed dated 10/25/2004, recorded 11/03/2004 in Deed Book 5404, Page 758 in the Middlesex County Clerk's/Register's Office.

3. The land referred to in this policy is described in the said instrument is situated in **Township of North Brunswick**, County of **Middlesex** State of **New Jersey** and is identified as follows:

Being known as Tax Block(s) **252**, Lot(s) **1.03 & 1.06**, **Township of North Brunswick**, County of **Middlesex** Tax Map. Being more particularly described as ATTACHED hereto.



**Trans-County
Title Agency,
LLC**

**83 Morris Street, P.O. Box 675, New Brunswick, NJ 08903
(732) 846-0600 • Fax: (732) 846-6734**

FEE POLICY

DESCRIPTION

POLICY NO. : **101382524 NJO**

File No.: **TC-32755**

Your File NO.:

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the **Township of North Brunswick**, County of **Middlesex** State of **New Jersey**.

SEE SURVEYOR'S DESCRIPTION ATTACHED.

Together with the rights and obligations contained in Deed Book 3608, Page 534, as amended in Deed Book 4224, Page 624 and Deed Book 3608, Page 541, as amended in Deed Book 4224, Page 593 and Deed Book 4224, Page 608.

NOTE: Being Lot(s) **1.03 & 1.06**, Block **252**, Tax Map of the **Township of North Brunswick**, County of **Middlesex**.



ED.A
 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' 41" East, 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





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

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

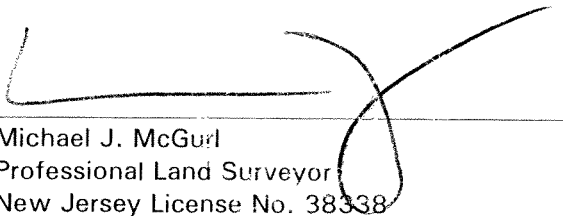
- 9) South 75° 18' 05" East, a distance of 349.83 feet to a point, thence
- 10) North 74° 50' 58" East, a distance of 99.79 feet to a point, thence
- 11) North 44° 28' 35" East, a distance of 180.00 feet to a point, thence
- 12) North 55° 02' 28" East, a distance of 39.10 feet to the point and place 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. McGurl
Professional Land Surveyor
New Jersey License No. 38338

Proposed Lot 1.06 Block 252





JOHN M. 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
 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.

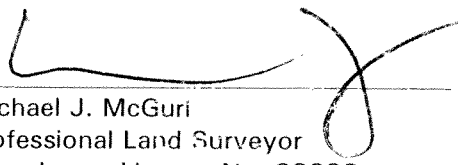
Said described lands may be subject to such facts and conditions, which would be disclosed, in a search of the public record beyond that which was obtained for the issuance of the title binder.





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. McGuri
Professional Land Surveyor
New Jersey License No. 38338

Proposed Lot 1.03 Block 252



FEE POLICY

SCHEDULE B

POLICY NO. : **101382524 NJO**

File No.: **TC-32755**

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- 1. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.**
- 2. Land taxes paid through 3rd Quarter 2004. Subsequent quarters are not yet due and payable.**
- 3. Sub-surface conditions not disclosed by an instrument recorded in the County Clerk's/Register's Office.**
- 4. Slope and drainage rights of the State of New Jersey as set forth in Deed Book 965, Page 14; Deed Book 1000, Page 382; Deed Book 1022, Page 338; Deed Book 949, Page 554; Deed Book 788, Page 5; Deed Book 2258, Page 577 and Deed Book 2737, Page 1124.**
- 5. Developer's Agreement in Deed Book 4225, Page 1, as amended By Assignment and Assumption recorded 11/3/2004 in Deed Book 5404, Page 730.**
- 6. Easements as contained in Deed Book 2544, Page 1192 to Public Service Electric and Gas Company.**
- 7. Easement to the Borough of Milltown in Deed Book 2829, Page 51.**
- 8. Restated and Amended Easement Agreement in Deed Book 3608, Page 534, as amended in Deed Book 4224, Page 624, amended by First Amendment to Consent Agreement recorded 11/3/2004 in Deed Book 5404, Page 708.**
- 9. Restated and Amended Easement Agreement in Deed Book 3608, Page 541, as amended in Deed Book 4224, Page 593; Deed Book 4224, Page 608 and Consent Agreement in Deed Book 4224, Page 665.**
- 10. Easement Agreement in Deed Book 3608, Page 548, as amended by Consent Agreement in Deed Book 4224, Page 632.**
- 11. Water Main Easements to The Borough of Milltown in Deed Book 4009, Page 125 and Deed Book 4011, Page 19.**

CONTINUED.....

FEE POLICY

SCHEDULE B

POLICY NO. : 101382524 NJO

File No.: TC-32755

12. Restated and Amended Reciprocal Easement and Utility Agreement in Deed Book 4224, Page 730, as amended in Deed Book 4283, Page 584.
13. Grants of Storm Waterline Easements in Deed Book 4338, Page 454 and Deed Book 4294, Page 571.
14. Waterline Extension Easements to The Township of North Brunswick in Deed Book 4228, Page 175; Deed Book 4228, Page 167; Deed Book 4228, Page 160 and Deed Book 4228, Page 147.
15. Sanitary Sewer Easement in Deed Book 4224, Page 717.
16. Detention Basin Easement in Deed Book 4224, Page 709.
17. Easement to Public Service Electric and Gas Company and Bell Atlantic N.J., Inc. in Deed Book 4313, Page 365.



***Trans-County
Title Agency,
LLC***

83 Morris Street, P.O. Box 675, New Brunswick, NJ 08903
(732) 846-0600 • Fax: (732) 846-6734

Norma C. Pizar

A handwritten signature in cursive script, appearing to read 'Norma C. Pizar', written over a horizontal line.

Authorized Signatory

EXHIBIT E
TITLE SEARCH DATED 9/8/2019

Transaction Identification Data for reference only:
Issuing Agent: **BRENNAN COMMERCIAL ABSTRACT, LLC**
Issuing Office: **457 Haddonfield Road, Libertyview, Suite 305, Cherry Hill, NJ 08002**
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number:
Issuing Office File Number: **CA8011**
Property Address: **Route 1, North Brunswick, NJ 08625**
Revision Number:

SCHEDULE A

File No. **CA8011**

1. Commitment Date: **September 8, 2019** Termination Date: 180 days after effective date

2. Policy to be issued:

(a) _____
Proposed Insured:
Proposed Policy Amount: \$

(b) _____
Proposed Insured:
Proposed Policy Amount: \$

THIS REPORT IS ISSUED FOR INFORMATION ONLY AND IS NOT TO BE USED FOR INSURANCE WITHOUT PRIOR CONSENT OF THIS COMPANY. LIABILITY ASSUMED HEREBY DOES NOT EXCEED \$1,000.00.

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. The Title is, at the Commitment Date, vested in:

TRACT I: New Jersey Economic Development Authority, an instrumentality of the State of New Jersey by deed from DKM-Atlantic Two Corp., a corporation of the state of New Jersey, dated October 25, 2004, recorded November 3, 2004, in the Clerk's Office of the County of Middlesex, New Jersey, in Deed Book 5404, Page 752.

Countersigned:
BRENNAN COMMERCIAL ABSTRACT, LLC

By:  _____
Authorized Signatory

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SCHEDULE A

(continued)

File No. CA8011

TRACT II: New Jersey Economic Development Authority, an instrumentality of the State of New Jersey by deed from DKM-Atlantic Two Corp., a corporation of the state of New Jersey, dated October 25, 2004, recorded November 3, 2004, in the Clerk's Office of the County of Middlesex, New Jersey, in Deed Book 5404, Page 758.

5. The Land is described as follows:

**For information purposes only: Route 1, Township of North Brunswick
Middlesex County, New Jersey
Block 252 Lot 1.03 and 1.06 Tax Map**

SEE CONTINUATION OF SCHEDULE A FOR LEGAL DESCRIPTION

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SCHEDULE A

(continued)

File No. **CA8011**

LEGAL DESCRIPTION

ALL that certain lot, parcel or tract of land, situate and lying in the Township of North Brunswick, County of Middlesex, State of New Jersey, and being more particularly described as follows:

TRACT I: 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 degrees 04 minutes 18 seconds 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 degrees 43 minutes 18 seconds 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 degrees 11 minutes 40 seconds 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 degrees 55 minutes 46 seconds West, a distance of 731.85 feet to the point and place of BEGINNING.

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 1, 2003 and revised through June 30, 2004.

BEING Lot 1.03 in Block 252 on the Township of North Brunswick Tax Map.

TRACT II: 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 5.01, Block 252, and from said beginning point running;

- (1) Along said common line with Lot 1.02, Block 252, South 19 degrees 55 minutes 41 seconds East, 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 degrees 15 minutes 39 seconds 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 degrees 66 minutes 57 seconds West, a distance of 933.17 feet to a point; thence
- (4) North 58 degrees 48 minutes 39 seconds West, a distance of 453.56 feet to a point; thence

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SCHEDULE A

(continued)

File No. **CA8011**

- (5) North 17 degrees 59 minutes 41 seconds West, a distance of 487.88 feet to a point in the Southerly Right-of-Way line of U.S. Route 1; thence

Along said Southerly Right-of-Way line of U.S. Route No. 1, the following three (3) courses:

- (6) North 70 degrees 08 minutes 02 seconds East, a distance of 319.88 feet to a point, said point being witnessed by a concrete monument found; thence
- (7) North 68 degrees 59 minutes 50 seconds East, a distance of 50.02 feet to a point, said point being witnessed by a concrete monument found; thence
- (8) North 70 degrees 08 minutes 00 seconds East, a distance of 195.30 feet to a point in the Southerly line of Lot 6.01, Block 252; thence

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

- (9) South 75 degrees 18 minutes 05 seconds East, a distance of 349.83 feet to a point; thence
- (10) North 74 degrees 50 minutes 58 seconds East, a distance of 99.79 feet to a point; thence
- (11) North 44 degrees 28 minutes 35 seconds East, a distance of 180.00 feet to a point; thence
- (12) North 55 degrees 02 minutes 28 seconds East, a distance of 39.10 feet to the point and place of BEGINNING.

Said description of 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.

Together with and including all those rights, grants, conveyances, easements, uses and agreements whatsoever benefitting the above described premises as more fully set forth in the following recorded documents:

1. Easement Agreement dated April 15, 1987 and recorded with the Clerk of Middlesex County in Book 3608 at Page 534, et seq.;
2. Easement agreement dated April 15, 1987 and recorded with the Clerk of Middlesex County in Book 3608 at Page 541, et seq.; thence
3. Restated and Amended Easement Agreement dated March 7, 1995 and recorded with the Clerk of Middlesex County in Book 4224 at page 593, et seq.;
4. Restated and Amended Easement Agreement dated March 7, 1995 and recorded with the clerk of Middlesex County in Book 4224 at Page 608, et seq.;

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SCHEDULE A

(continued)

File No. **CA8011**

5. Restated and Amended Stormwater Easement Agreement dated March 7, 1995 and recorded with the Clerk of Middlesex County in Book 4224 at Page 624, et seq.;

BEING Lot 1.06 in Block 252 on the Township of North Brunswick Tax Map.

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SCHEDULE B, PART I**Requirements**File No. **CA8011**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. 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.
5. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
6. In the event that the proceeds of the loan to be secured by the mortgage to be insured are not to be fully disbursed at Closing, the Company must be notified and this Commitment will then be modified accordingly.
7. Payment of all taxes, water, sewer rents and assessments, if any.
8. Proof of the record owner's marital or civil union status is required and, if married or if there is a civil union partner, and the premises to be insured is or has ever been occupied as the principal marital or principal civil union residence of the record owner, then his or her spouse or civil union partner must join in the deed or mortgage and affidavit of title.
9. This Company requires a Notice of Settlement to be filed pursuant to N.J.S.A. 46:26A-11 et seq. prior to Closing. The notice should be filed as nearly as possible to, but not more than 60 days prior to the anticipated closing date. Should the anticipated closing not take place within 60 days of the filing of the Notice of Settlement, another notice must be filed. If both a Deed and Mortgage are involved, two Notices of Settlement must be filed, one for the Deed and one for the Mortgage. If the closing is postponed, another Notice of Settlement may be recorded prior to the expiration of the first recorded Notice of Settlement. A filed copy of the Notice(s) of Settlement must be provided to the Company as part of the post closing package. NOTE: Subject to any recording delay in Middlesex County.
10. This Company must be contacted by the Closing Attorney to request a rundown at least twenty-four (24) hours prior to the scheduled closing. In the event such rundown is not requested, any mortgages, liens or judgments shall remain as an exception to the policy unless same have been satisfied.
11. Form 1099-S must be completed at closing and filed by the Closing Attorney in accordance with the Tax Reform Act of 1986 in Code Section 6045 (e). NOTE: Pertains to purchase transactions only.
12. If the proposed transaction is based upon a power of attorney, the power of attorney, deed (if applicable), and affidavit of the attorney in fact must be furnished for review and must be recorded. The Company must be furnished acceptable proof that the power is in effect and is exercised while the principal is alive, that the power remains in effect and that the power of attorney has not been revoked at the time of

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SCHEDULE B, PART I

(continued)

File No. **CA8011**

execution, delivery and recording of the mortgage and/or deed. At that time, the Company may make additional requirements or exceptions.

13. If Grantor is a corporation, this company requires completion of a Corporate Affidavit of Title and a Corporate Resolution with respect to the proposed conveyance.
14. If Grantor is a partnership, this company requires proof that the Partnership Agreement is in full force and effect, and the terms of such have not been modified or altered in any way. All general partner(s) must execute the Deed of conveyance.
15. Taxes, Assessments, Sewer and Water charges are as follows:
Tax Search: See Copies Attached
Assessment Search: See Copies Attached
Sewer Search: See Copies Attached
Water Search: See Copies Attached
16. Superior Court of New Jersey and United States District Court Search: N/A.
17. Furnish satisfactory proof of the marital status: N/A.
18. There are no open mortgages of record.
19. Subject to facts as would be disclosed by sellers, purchasers, and/or borrowers affidavit of title, to be submitted.

NOTE: Although compliance or non-compliance with environmental matters is beyond the scope of coverage afforded by the title policy, we wish to call your attention (for informational purposes only) to the fact that the proposed transaction may involve lands subject to the Industrial Site Recovery Act (I.S.R.A.), N.J.S.A. 13:K-6, et seq. Please note that this Company is not legally authorized to insure that the proposed transaction comports with the provisions of any environmental laws, including I.S.R.A., N.J.S.A. 13:1K-6 et seq.

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SCHEDULE B, PART II**Exceptions**File No. **CA8011**

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, the following matters are expressly excluded from the coverage of the policy, and the Company will not pay loss or damage, costs, attorney's fees or expenses that arise by reason of any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
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. Right or claims of parties in possession of the land not shown by the public records.
4. Any liens on your title, arising now or later, for labor and material, not shown by the public records.
5. Subject to possible additional taxes assessed or levied under N.J.S.A. 54:4-63.1 et seq.
6. Subsurface conditions and/or encroachments not disclosed by an instrument of record. (Fee Policy only.)
7. TAXES, CHARGES AND ASSESSMENTS: The payment of all taxes, assessments, water and sewer charges, up through and including the current installments.
8. Water Transmission Main Easement Agreement as described and defined by instrument recorded in Deed Book 4009 Page 1225 and in Deed Book 4011 Page 19. (Tracts I & II)
9. Terms, conditions and restrictions of that certain Grant of Detention and Basin Easements as described and defined by instrument recorded in Deed Book 4224 Page 709. (Tracts I & II)
10. Terms and conditions of that certain Grant of Storm Waterline Easement as described and defined by instrument recorded in Deed Book 4294 Page 571. (Tracts I & II)
11. Deed of Easement in favor of Public Service Electric Company as described and defined by instrument recorded in Deed Book 4313 Page 365. (Tracts I)
12. Terms and conditions of that certain Stormwater Easement Agreement as described and defined by instrument recorded in Deed Book 3608 Page 534 and amended by Restated and Amended Stormwater Easement Agreement recorded in Deed Book 4224 Page 624. (Tracts I)
13. Terms and Conditions of Easement Agreement for access as described and defined by instrument recorded in Deed Book 3608 Page 541, as amended by First Restated Amended Easement Agreement

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

(continued)

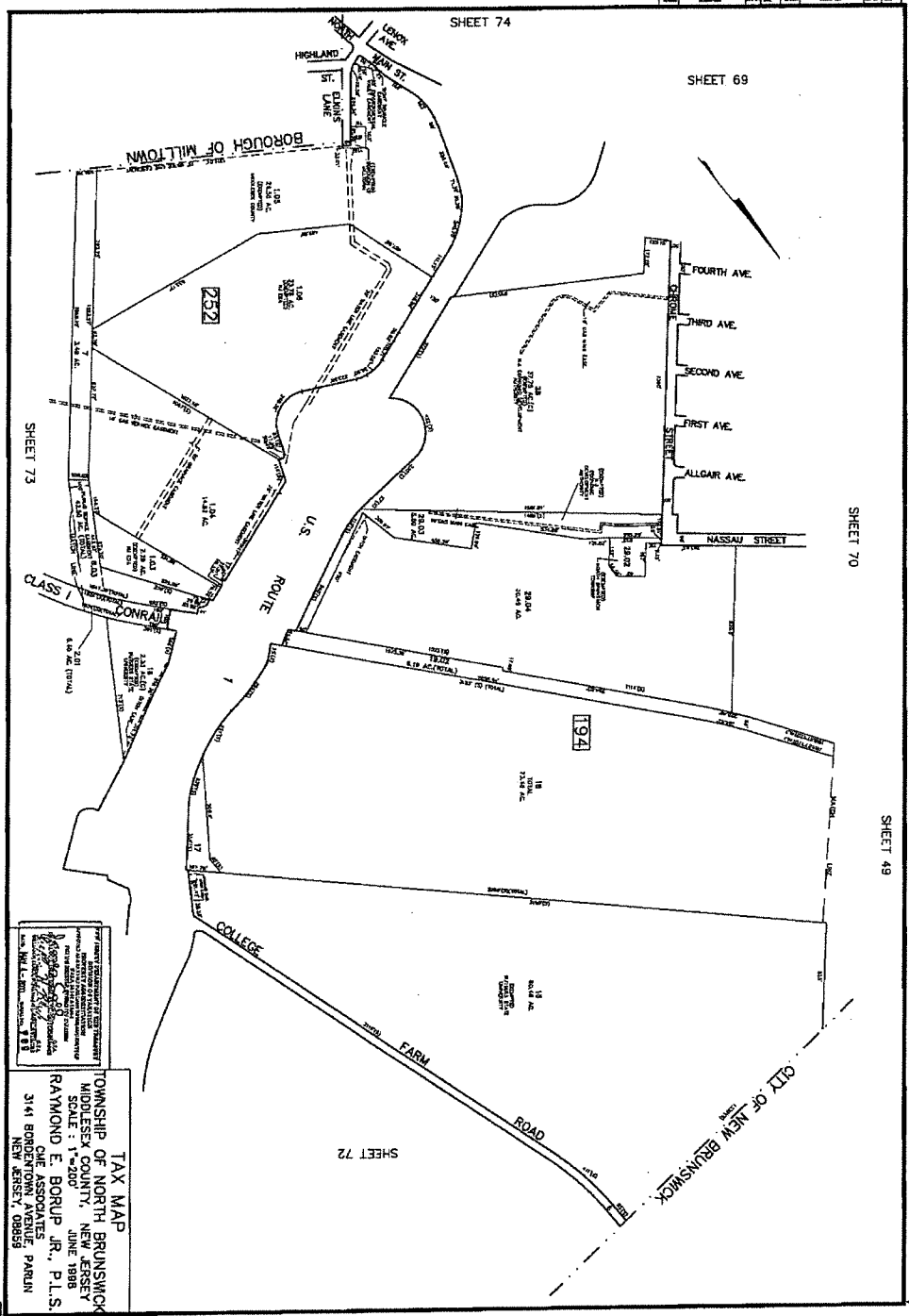
File No. **CA8011**

- recorded in Deed Book 4224 Page 593, and as further amended by that Second Restated and Amended Easement Agreement recorded in Deed Book 4224 Page 608. (Tracts I & II)
14. Steam Line Easement Agreement as described and defined by instrument recorded in Deed Book 3608 Page 548, as amended by that Steam Line Consent Agreement recorded in Deed Book 4224 Page 632, and as further amended by Notice of Termination of Rights to Steam Line recorded in Deed Book 5938 Page 193. (Tracts II)
 15. Fire Protection Easement and Terms and Conditions thereof as created in that certain Restated and Amended Reciprocal Easement and Utility Agreement recorded in Deed Book 4224 Page 730, and as further amended by First Amendment recorded in Deed Book 4283 Page 583. (Note: DKM was not a party to the Original Reciprocal Easement and Utility Agreement recorded in Deed Book 4206 Page 307.) (Tracts I & II)
 16. Developer's Agreement as described and defined by instrument recorded in Deed Book 4225 Page 1 and assigned by Assignment and Assumption recorded in Deed Book 5404 Page 730 and amended by Release in Deed Book 5404 Page 737 and amended by *unrecorded* First Amendment to Developer Agreement. (Tracts I & II)
 17. Memorandum of Lease dated December 18, 2007 by and between New Jersey Economic Development Authority, as landlord and L'Oreal USA products Inc., a Delaware corporation as tenant together with by not limited to an option to purchase recorded January 10, 2008 in Deed Book 5908 Page 461. (Tracts II)
 18. Subject to Slope and Drainage Rights in favor of the State of New Jersey as defined in NJSA 27:7 (Transportation Act of 1966), as to US Highway Route 1.
 19. Subject to the Rights of the State of New Jersey to limit or restrict access to and fro US Route 1 pursuant to NJSA 27:7 (transportation Act of 1966).
 20. Gas Service Agreement as described and defined by instrument recorded in Deed Book 2544 Page 1192. (Tracts II)
 21. Sanitary Sewer Easement as described and defined by instrument recorded in Deed Book 4224 Page 717. (Tracts II)
 22. Waterline Easement as described and defined by instrument recorded in Deed Book 4228 Page 175. (Tracts II)
 23. Terms and Conditions of that Grant of Storm Waterline Easement as described and defined by instrument recorded in Deed Book 4338 Page 454. (Tracts II)
 24. Sewer Pump Station Access and Bridge Abutment Modification Consent Agreement recorded in Deed Book 4224 Page 665, as amended by that First Amendment to Consent Agreement recorded in Deed Book 5404 Page 708 and as further amended by Second Amendment to Consent Agreement recorded in Deed Book 6032 Page 62. (Tracts II)
 25. Grant of Easement as described and defined by instrument recorded in Deed Book 17005 Page 1291. (Tracts I)

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

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

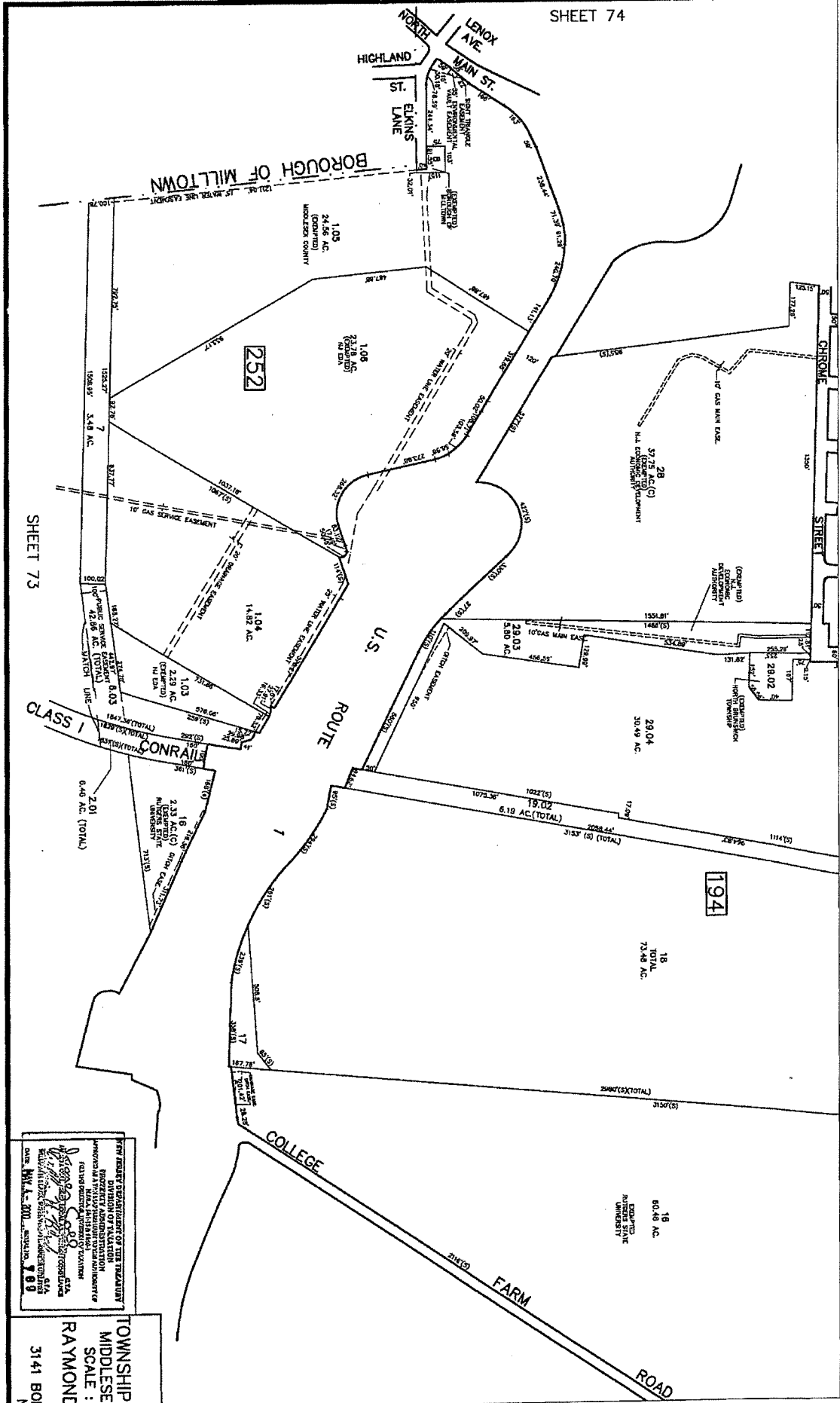
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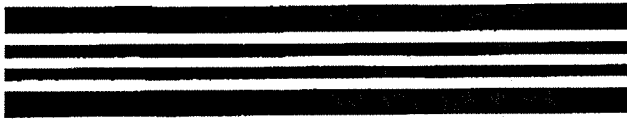
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SHEET 74



NEW JERSEY DEPARTMENT OF THE TREASURY
 DIVISION OF TAXATION
 TAX MAPS SECTION
 100 WEST WASHINGTON STREET
 TOWNSHIP OF MIDDLESEX
 MIDDLESEX COUNTY, NEW JERSEY 08902
 DATE: 12/15/2018
 SCALE: 1" = 100'

TOWNSHIP
 MIDDLESEX
 SCALE :
 RAYMOND
 3141 BOR
 NJ



MIDDLESEX COUNTY CLERK

Return To:

TRANS-COUNTY TITLE AGENCY
P O BOX 675
N B
NJ 08903

Index DEED BOOK

Book 05404 Page 0752

No. Pages 0006

Instrument DEED EXEMPT

Date : 11/03/2004

Time : 3:49:08

Control # 200411031073

INST# DE 2004 024684

DKM-ATLANTIC TWO CORP.

Employee ID DALALB

RECORDING	\$	50.00
EXEMPT	\$	.00
DARM	\$	15.00
NJPRPA	\$	10.00
DARM 3.00	\$	3.00
NJPRPA	\$	2.00
.....	\$	.00
	\$	.00
	\$	.00
Total:	\$	80.00

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

ELAINE FLYNN
COUNTY CLERK



200411031073



Cover sheet is part of Middlesex County filing record

Retain this page for future reference

Not part of the original submitted document

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HEREUNDER BY BOOK AND
PAGE NUMBER, USE THE
BOOK AND PAGE NUMBER
ABOVE.

B05404P-752

Deed

RECORDED
ELAINE M. FLYNN
MIDDLESEX CTY CLERK

2004 NOV -3 PM 3: 52

This Deed is made on October 25, 2004
BETWEEN
DKM-ATLANTIC TWO CORP.

BOOK # _____
PAGE# _____
OF PAGES _____

a corporation of the state of New Jersey
having its principal office at
c/o The Gale Company
100 Campus Drive
Suite 200
Florham Park, NJ 07932

referred to as the Grantor,
AND

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY, an instrumentality of the State of New Jersey

whose post office address is
36 West State Street
P.O. Box 990
Trenton, NJ 08625-0990

referred to as the Grantee.

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

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

The Grantor acknowledges receipt of this money.

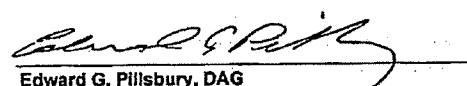
2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of **Township of North Brunswick**
Block No. **252** Lot No. **1.03** Qualifier No. Account No.

No lot and block or account number is available on the date of this Deed. (Check box if applicable.)

3. Property. The Property consists of the land and all the buildings and structures on the land in the **Township** of **North Brunswick** County of **Middlesex** and State of New Jersey. The legal description is:

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

BEING the same premises as conveyed to DKM-Atlantic Two Corp. from DKM Properties Corp. by Deed dated March 7, 1995 and recorded in the Middlesex County Clerk's Office on March 10, 1995 in Deed Book 4224 at Page 697.

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

Edward G. Pillsbury, DAG

(For Recorder's Use Only)

805404P-753

Exhibit "A"

Description of Lot 1.03, Block 252
North Brunswick Township, Middlesex County
New Jersey

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' 46" 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.

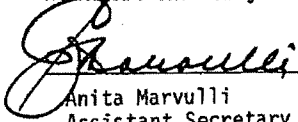
Said described lands being known as all of Lot 1.03 in Block 252, as shown on the official Tax Maps of the Township of North Brunswick.

The street address of the Property is:
US Route 1, North Brunswick, NJ 08902.

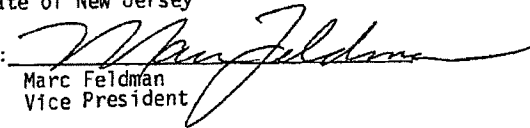
4. **Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "Covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property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

5. **Signatures.** This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. (Print name below each signature.)

Witnessed or Attested by:


Anita Marvulli
Assistant Secretary

DKM-ATLANTIC TWO CORP., a corporation of the
State of New Jersey

By: 
Marc Feldman
Vice President

STATE OF NEW JERSEY, COUNTY OF MIDDLESEX
I CERTIFY that on October 23, 2004

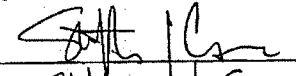
SS:

Marc Feldman

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

- (a) was the maker of the attached Deed;
- (b) was authorized to and did execute this Deed as Vice President of DKM-Atlantic Two Corp. the entity named in this Deed; and
- (c) executed this Deed as the act of the entity.
- (d) made this deed for \$1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

RECORD AND RETURN TO:
New Jersey Economic Development Authority
Attn: Donna Sullivan, Project Officer
P.O. Box 990
Trenton, NJ 08625-0990


Stephen J. Cusano
Attorney at Law, State of New Jersey

Record & Return/TC-32754
TRANS-COUNTY TITLE AGENCY, L.L.C.
P.O. Box 675
New Brunswick, NJ 08903

805404P-755



GIT/REP-3
(9-04)

State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (If multiple Sellers, Each Seller Must Complete a Certification)

Name(s):
DKM - ATLANTIC TWO CORP., a New Jersey corporation

Current Resident Address:
Street: 565 Fifth Avenue, Fourth Floor

City, Town, Post Office: New York	State: NY	Zip Code: 10017
Home Phone: ()	Business Phone: (973-301-8056)	

PROPERTY INFORMATION (Brief Property Description)

Block(s): 252	Lot(s): Lot 1.03	Qualifier:
------------------	---------------------	------------

Street Address:
Route 1 North

City, Town, Post Office: North Brunswick	State: NJ	Zip Code: 08902
---	--------------	--------------------

Seller's Percentage of Ownership: 100	Consideration: \$1.00	Closing Date: October 25, 2004
--	--------------------------	-----------------------------------

SELLER ASSURANCES (Check the Appropriate Box)

- I am a resident taxpayer of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
- The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
- I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
- Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
- Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
- The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
- The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

DKM - ATLANTIC TWO CORP.

10-25-04
Date

By:
Signature: Marc Feldman, Vice President
(Seller) Please Indicate if Power of Attorney or Attorney-in-Fact

805404P-756
Date

Signature
(Seller) Please Indicate if Power of Attorney or Attorney-in-Fact

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)
OR
PARTIAL EXEMPTION
(c. 176, P.L. 1975)

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968 as amended by c. 308, P.L. 1991 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY

COUNTY OF MERCER

FOR RECORDER'S USE ONLY

Consideration \$
Realty Transfer Fee \$
Date By

* Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, Caren S. Franzini, being duly sworn according to law upon his/her oath deposes and says that he/she is the Grantee in a deed dated October 25, 2004 transferring real property identified as Block No. 252 Lot No. 1.03 located at U. S. Route 1, Township of North Brunswick, Middlesex County, NJ 08902.

and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 1.00

(3) FULL EXEMPTION FROM FEE

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

Deed to the New Jersey Economic Development Authority, an instrumentality of the State of New Jersey.

(4) PARTIAL EXEMPTION FROM FEE

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9.)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1975 for the following reason(s):

A. SENIOR CITIZEN (See Instruction #8)

- Grantor(s) 62 years of age or over.*
One- or two-family residential premises.

- Owned and occupied by grantor(s) at time of sale.
Owners as joint tenants must all qualify except in the case of a spouse.

B. BLIND (See Instruction #8)

- Grantor(s) legally blind.*
One- or two-family residential premises.
Owned and occupied by grantor(s) at time of sale.
No owners as joint tenants other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8)

- Grantor(s) permanently and totally disabled.*
One- or two-family residential premises.
Receiving disability payments.
Not gainfully employed.
No owners as joint tenants other than spouse or other qualified exempt owners.

* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY

C. LOW AND MODERATE INCOME HOUSING (See Instruction #8)

- Affordable According to HUD Standards.
Meets Income Requirements of Region.

- Reserved for Occupancy.
Subject to Resale Controls.

D. NEW CONSTRUCTION (See Instruction #9.)

- Entirely new improvement.
Not previously used for any purpose.

- Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and sworn to before me this 25th day of October, 2004

Notary Public DONNA T SULLIVAN

A Notary Public of New Jersey My Commission Expires on February 11, 2009

Signature of Deponent
NJEDA
P.O. Box 990, Trenton, NJ 08625
Address of Deponent

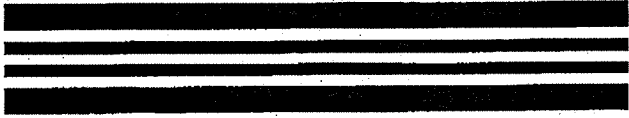
DKM-Atlantic Two Corp.
Name of Grantor
c/o The Gale Company
100 Campus Drive, Suite 200
Florham Park, NJ 07832
Address of Grantor at Time of Sale

FOR OFFICIAL USE ONLY

Instrument Number County
Deed Number Book Page
Deed Dated Date Recorded

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF. This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.

B05404P-757



MIDDLESEX COUNTY CLERK

Return To:

TRANS-COUNTY TITLE AGENCY
P O BOX 675
N B
NJ 08903

Index DEED BOOK

Book 05404 Page 0758

No. Pages 0007

Instrument DEED EXEMPT

Date : 11/03/2004

Time : 3:49:08

Control # 200411031077

INST# DE 2004 024685

DKM PROPERTIES CORP.

Employee ID DALALB

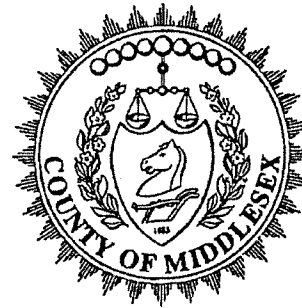
RECORDING	\$	55.00
EXEMPT	\$	.00
DARM	\$	18.00
NJPRPA	\$	12.00
DARM 3.00	\$	3.00
NJPRPA	\$	2.00
- - - - -	\$	.00
	\$	.00
	\$	.00
Total:	\$	90.00

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

ELAINE FLYNN
COUNTY CLERK



200411031077



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PAGE NUMBER, USE THE
BOOK AND PAGE NUMBER
ABOVE.

805404P-758

Deed

RECORDED
ELAINE M. FLYNN
MIDDLESEX CTY CLERK

2004 NOV -3 PM 3: 52

This Deed is made on October 25, 2004
BETWEEN
DKM PROPERTIES CORP.

BOOK # _____
PAGE # _____
OF PAGES _____

a corporation of the state of New Jersey
having its principal office at
c/o The Gale Company
100 Campus Drive
Suite 200
Florham Park, NJ 07932

referred to as the Grantor,
AND

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY, an instrumentality of the State of New Jersey

whose post office address is
36 West State Street
P.O. Box 990
Trenton, NJ 08625-0990

referred to as the Grantee.

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

1. **Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of \$ **3,675,000.00**

The Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of **Township of North Brunswick**
Block No. **252** Lot No. **part of 1.04** Qualifier No. _____ Account No. _____


No lot and block or account number is available on the date of this Deed. (Check box if applicable.)

3. **Property.** The Property consists of the land and all the buildings and structures on the land in the **Township** of **North Brunswick** County of **Middlesex** and State of New Jersey. The legal description is:

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

BEING a portion of the premises as conveyed to DKM Properties Corp. from DKM Properties Corp. by Deed dated March 7, 1995 and recorded in the Middlesex County Clerk's Office on March 10, 1995 in Deed Book 4224 at Page 685.

The within Deed is intended to create a subdivision of said Lot 1.04. The Grantee's portion of said Lot 1.04 will be designated as Lot 1.06.

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

Edward G. Pillsbury, DAG

(For Recorder's Use Only)

B05404P-759

Exhibit "A"
Description of Lot 1.06 Block 252
North Brunswick Township, 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 5.01, Block 252, and from said beginning point running:

- 1) Along said common line with Lot 1.02, Block 252, South 19° 55' 41" East, 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 82.78 feet to a point, thence

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

- 3) North 80° 66' 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 88° 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

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.

Exhibit "A"

DESCRIPTION OF LOT 1.06, BLOCK 252
North Brunswick Township, Middlesex County
New Jersey

(Continued)

Together with and including all those rights, grants, conveyances, easements, uses and agreements whatsoever benefitting the above described premises as more fully set forth in the following recorded documents:

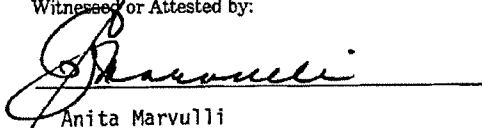
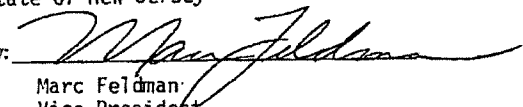
1. Easement Agreement dated April 15, 1987 and recorded with the Clerk of Middlesex County in Book 3608 at Page 534, et seq.;
2. Easement Agreement dated April 15, 1987 and recorded with the Clerk of Middlesex County in Book 3608 at Page 541, et seq.;
3. Restated and Amended Easement Agreement dated March 7, 1995 and recorded with the Clerk of Middlesex County in Book 4224 at Page 593, et seq.;
4. Restated and Amended Easement Agreement dated March 7, 1995 and recorded with the Clerk of Middlesex County in Book 4224 at Page 608, et seq.;
5. Restated and Amended Stormwater Easement Agreement dated March 7, 1995 and recorded with the Clerk of Middlesex County in Book 4224 at Page 624, et seq.;

B05404P-761

The street address of the Property is:
US Route 1, North Brunswick, NJ 08902.

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

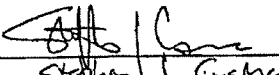
5. Signatures. This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. (Print name below each signature.)

Witnesses or Attested by:  Anita Marvulli Assistant Secretary	DKM PROPERTIES CORP., a corporation of the State of New Jersey By:  Marc Feldman Vice President
---	--

STATE OF NEW JERSEY, COUNTY OF MIDDLESEX SS:
I CERTIFY that on October 20, 2004

Marc Feldman
personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of the attached Deed;
(b) was authorized to and did execute this Deed as Vice President of DKM Properties Corp. the entity named in this Deed; and
(c) executed this Deed as the act of the entity;
(d) made this Deed for \$3,675,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

RECORD AND RETURN TO:
New Jersey Economic Development Authority
Attn: Donna Sullivan, Project Officer
P.O. Box 990
Trenton, NJ 08625-0990


Stephen J. Casner
Attorney at Law, State of New Jersey
Print name and title below signature

Record & Return/TC 32754
32755
TRANS-COUNTY TITLE AGENCY, L.L.C.
P.O. Box 675
New Brunswick, NJ 08903

B05404P-762



(Please Print or Type)

State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

GIT/REP-3
(9-04)

SELLER(S) INFORMATION (If multiple Sellers, Each Seller Must Complete a Certification)

Name(s):
DKM PROPERTIES CORP., a New Jersey corporation

Current Resident Address:
Street: 565 Fifth Avenue, Fourth Floor

City, Town, Post Office: New York	State: NY	Zip Code: 10017
Home Phone: ()	Business Phone: (973-301-8056)	

PROPERTY INFORMATION (Brief Property Description)

Block(s): 252	Lot(s): Part of Lot 1.04	Qualifier:
------------------	-----------------------------	------------

Street Address:
Route 1 North

City, Town, Post Office: North Brunswick	State: NJ	Zip Code: 08902
---	--------------	--------------------

Seller's Percentage of Ownership: 100	Consideration: \$3,675,000.00	Closing Date: October 25, 2004
--	----------------------------------	-----------------------------------

SELLER ASSURANCES (Check the Appropriate Box)

1. I am a resident taxpayer of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

10/25/04
Date

DKM PROPERTIES CORP.
By:
Signature Marc Feldman, Vice President
(Seller) Please indicate if Power of Attorney or Attorney-in-Fact

Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney-in-Fact

B05404P-763

STATE OF NEW JERSEY AFFIDAVIT OF CONSIDERATION OR EXEMPTION (c. 49, P.L. 1968)

or PARTIAL EXEMPTION (c. 176, P.L. 1975)

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968 as amended by c. 308, P.L. 1991 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY

COUNTY OF MERCER

FOR RECORDER'S USE ONLY
Consideration \$
Realty Transfer Fee \$
Date By

* Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)
Deponent, Caren S. Franzini, being duly sworn according to law upon his/her oath deposes and says that he/she is the Grantee in a deed dated October 25, 2004 transferring real property identified as Block No. 252 Lot No. part of 1.04 located at U. S. Route 1, Township of North Brunswick, Middlesex County, NJ 08902.

(2) CONSIDERATION (See Instruction #6)
Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 3,675,000.00

(3) FULL EXEMPTION FROM FEE
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.
Deed to the New Jersey Economic Development Authority, an instrumentality of the State of New Jersey.

(4) PARTIAL EXEMPTION FROM FEE
NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9.)
Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1975 for the following reason(s):

- A. SENIOR CITIZEN (See Instruction #8)
B. BLIND (See Instruction #8)
C. LOW AND MODERATE INCOME HOUSING (See Instruction #8)
D. NEW CONSTRUCTION (See Instruction #9.)

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and sworn to before me this 25th day of October, 2004
Notary Public DONNA T SULLIVAN

Signature of Deponent
NJEDA
P.O. Box 990, Trenton, NJ 08625
Address of Deponent

DKM Properties Corp.
Name of Grantor
c/o The Gale Company
100 Campus Drive, Suite 200
Florham Park, NJ 07932
Address of Grantor at Time of Sale

FOR OFFICIAL USE ONLY
Instrument Number
Deed Number
Deed Dated
County
Book
Date Recorded

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF. This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.

B05404P-764

RECEIVED/RECORDED
MIDDLESEX COUNTY 09/18/92 145411
CONSIDERATION \$0.00 TAX \$0.00
DEED REC. FEE \$23.00
INSTRUMENT DEED 12098 NAME _____

PREPARED BY: Meryl A. G. Gonchar
MERYL A. G. GONCHAR, ESQ.

EASEMENT AGREEMENT

THIS AGREEMENT made this 16th day of June, 1992 by and between DKM PROPERTIES CORP., a New Jersey Corporation, with an address at Princeton Pike Corporate Center, 1009 Lenox Drive, P.O. Box 6540, Lawrenceville, New Jersey, 08648 (herein after referred to as "Grantor"), and THE BOROUGH OF HILLTOWN, a Municipal Corporation, in the County of Middlesex, State of New Jersey (hereinafter referred to as "Grantee");

WITNESSETH, that the Grantor, for and in consideration of the sum of One (\$1.00) Dollar, lawful money of the United States of America, to it in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, subject to the terms and conditions set forth below, does hereby grant and convey unto the Grantee its successors and assignees a non-exclusive easement for the purpose of constructing, installing, operating, inspecting, reconstructing, repairing, maintaining, altering, replacing and removing, from time to time a water main (the "Water Transmission Main") in, upon and across land and premises situate, lying and being in the Township of North Brunswick, in the County of Middlesex and State of New Jersey, being a portion of Lot 1 in Block 252, as shown on the current Tax Map of the Township of North Brunswick ("Easement Area") and as shown on a certain map prepared by CME Associates dated February, 1991, attached hereto as Exhibit A and made a part hereof and as described on Exhibit B annexed hereto and made a part hereof.

Said easement shall be and is permanent and perpetual for the purpose of entering upon the Easement Area and to pass along the same with equipment, materials and men at such times as the Grantee may elect and for the purpose of constructing, installing, operating, inspecting, reconstructing, repairing, maintaining, altering, replacing or removing the Water Transmission Main inclusive of the pipes, mains, interceptors, valves, connections and any and all other appurtenant facilities

See map File 1801 No 702

R 9-18-92

within said Easement Area only for the closed, underground transmission of water. The Grantee shall have and is given the right to enter upon said Easement Area at all times for the full use and enjoyment of said rights herein granted.

The Grantor does further grant and convey unto the Grantee during the period of initial construction of the Water Transmission Main as aforesaid and, if necessary for accomplishing any further construction, reconstruction, repair, maintenance, inspection, replacement or removal, during such further and future work, a temporary easement and right-of-way, with unobstructed right of entry from men, machinery, materials and equipment in, across and along so much of the land of the Grantor as lies within a temporary construction easement as described in Exhibit C annexed hereto and made a part hereof, ("Temporary Easement Area") and as shown on Exhibit A, referenced above, and identified thereon as a temporary construction easement which property adjoins and is parallel and contiguous to the Easement Area hereinabove described.

PROVIDED that upon the completion of any work relating to the aforesaid purposes, the Grantee shall cause all vehicles, equipment, tools, and implements used in such work and all materials not incorporated therein to be removed from said Easement Area and Temporary Easement Area and shall cause same to be left in good and proper condition restored, to the extent reasonably practical, to the condition as existed prior to any work being undertaken by the Grantee.

AND PROVIDED FURTHER that nothing contained herein, nor the exercise of any rights granted to Grantee hereunder, shall unreasonably interfere with the Grantor's reasonable use of its property inclusive of the Easement Area and the Temporary

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

THE GRANTEE hereby assumes all risk of loss of or damage to any property whatsoever, and wherever located, and any injury to, or death to, any person or persons whomsoever occurring by reason of, or in connection with, or directly or indirectly arising out of, or relating to the construction, repair, maintenance, inspection, replacement, removal, reconstruction or alteration of the Water Transmission Main or the exercise by Grantee of any rights granted hereunder and hereby agrees to indemnify and save harmless and hereby releases Grantor from and against any and all liability, loss, damage, injury or death thus assumed in and from against any and all claims, demands, actions, suits, judgments, costs, charges, fees, damages and expenses (including, without limitation, attorneys' fees) which may arise or result therefrom.

AND GRANTEE shall, at its own cost and expense, comply with all laws, requirements and regulations of every public or governmental body exercising jurisdiction over the easement area or over the operations of Grantee, and shall procure and pay for any and all necessary licenses, permits, consents and shall pay any and all fees, taxes and assessments required to be paid for use of the easement area including its improvements thereon or therein. Grantor makes no representation concerning and assumes no responsibility or liability in connection with, law, ordinance, rule, or regulation of any public or governmental body which may limit, affect, regulate or prohibit the use of the easement area for the purposes permitted by this Easement Agreement.

IN WITNESS WHEREOF, the Grantor and Grantee have signed and sealed this agreement as of the date first above written.

WITNESSES:



GEORGE D. MANUKAS
Assistant Secretary

WATER PROPERTIES CORP., A New Jersey
Corporation

BY: 

ROBERT S. POWELL, JR., President

APPROVED:
LEGAL COUNSEL

ATTEST:

Diane M. Wagner

Michael Januszka
MICHAEL JANUSZKA, Borough Clerk

BOROUGH OF MILLTOWN, A Municipal Corporation of the State of

By: Raymond Graulich
RAYMOND GRAULICH, Mayor

STATE OF NEW JERSEY:
:s.s.
COUNTY OF MIDDLESEX:

BE IT REMEMBERED, that on this 16th day of June, 1992, before me, the subscriber, MICHAEL A. JANUSZKA, personally appeared who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, the he is the Borough Clerk of THE BOROUGH OF MILLTOWN, Middlesex County, the Corporation named in the within Instrument; that RAYMOND GRAULICH is the Mayor of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Borough Council 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 Mayor as and for the voluntary act and deed of said Corporation; in the presence of deponent, who thereupon subscribed her name hereto as attesting witness; and that the full and actual consideration paid or to be paid for the transfer of title is defined in P.L. 1968, c.49, Sec. 1(c) is \$1.00.

Sworn and subscribed to before me this 16th day of June, 1992.

Diane M. Wagner
NOTARY PUBLIC
My Commission Expires May 14, 1993

STATE OF NEW JERSEY:
:S.S.
COUNTY OF MERCER :

I CERTIFY that on June 10, 1992, GEORGE D. MANUKAS came before me and this person acknowledge under oath, to my satisfaction, that:

- (a) this person is the assistant secretary of DKM PROPERTIES CORP., the Corporation named in this Easement;
- (b) this person is the attesting witness to the signing of this Easement by the proper Corporate Officer who is ROBERT S. POWELL, JR., the President of the Corporation;
- (c) this Easement was signed and delivered by the Corporation as its voluntary act duly authorized by a property Resolution of its Board of Directors;
- (d) this person knows the proper seal of the corporation which was affixed to this Easement;
- (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 Easement is \$1.00. (Such consideration is defined in N.J.S.A. 45:15-5).

Sworn and subscribed to
before me this 10th day
of June, 1992.

Janet D. Smith

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

RETURN TO

R & R

Mc Rimpsey & CaFety
285 Davidson Av.
Somerset N.J. 08873

BOOK 4009 PAGE 0130

Exhibit A

ALL STATE LEGAL EMPLOYEES 1 NOV 1964 00 11

BOOK 4009 PAGE 0131

Exhibit B

EXHIBIT B

JOHN H. ALLGAR, PE, LSA & PP
DAVID J. SAMUEL, PE & PP
JOHN J. STEIN, PE & PP



DESCRIPTION OF A PERMANENT EASEMENT
SITUATED IN THE TOWNSHIP OF NORTH BRUNSWICK
COUNTY OF MIDDLESEX, STATE OF NEW JERSEY

June 23, 1992
Our File No. MIL 403

BEING a portion of Lot 1 in Block 252 as shown on the current Township of North Brunswick tax map and being more particularly described as follows:

BEGINNING at a point in the fifth course of a description of an area to be acquired for a booster pumping station site, distant north 51°-29'-40" west 11.00 feet from the terminus of the said fifth course, also being located the following two courses from the intersection formed by the southeasterly R.O.W. line of Elkins Lane with the easterly R.O.W. line of Main Street and running.

- a. North 38°-46'-41" east along the southeasterly R.O.W. line of Elkins Lane and its prolongation a distance of 541.92 feet to a point; thence
- b. North 51°-29'-40" west along the fifth course for the description of a pump station site dedicated to the Borough of Milltown, a distance of 11.00 ft. to the true point and place of beginning and running; thence
 1. North 51°-29'-40" west along the above mentioned fifth course in reverse a distance of 37.31 feet to a point; thence
 2. North 47°-30'-45" east a distance of 84.49 feet to an angle point; thence
 3. North 35°-43'-08" east a distance of 347.64 feet to an angle point; thence
 4. North 19°-52'-03" west a distance of 228.87 feet to an angle point; thence
 5. North 25°-07'-57" east a distance of 31.93 feet to an angle point; thence
 6. North 70°-07'-57" east a distance of 713.88 feet to an angle point; thence
 7. North 74°-50'-49" east along the southwestwardly prolongation of a common line between tax map Lots 1 and 6, Block 252 and along said common line a distance of 191.80 feet to a common corner between said lots; thence

BOOK 4009 PAGE 0132



Description of Permanent Easement
Our File No. MIL 403
June 23, 1992
Page 2

8. North 44°-28'-26" east continuing along said common line a distance of 180.00 feet to a common corner; thence
9. North 55°-02'-19" east still along the common line between tax map Lots 1 and 6, Block 252 a distance of 104.61 feet to a common corner; thence
10. North 70°-04'-09" east continuing along said common line a distance of 697.64 feet to a common corner being the north-easterly corner of tax map Lot 1, Block 252; thence
11. South 33°-43'-27" east along the common line between tax map Lots 1 and 6, Block 252 a distance of 25.74 feet to a point; thence
12. South 70°-04'-09" west parallel to and distant 25.00 feet measured at right angles southeastwardly from the tenth previously described course, a distance of 719.76 feet to an angle point; thence
13. South 55°-02'-19" west parallel to and distant 20.00 feet measured at right angles southeastwardly from the ninth previously described course a distance of 80.84 feet to an angle point; thence
14. South 44°-28'-26" west parallel to and distant 20.00 feet measured at right angles southeastwardly from the eighth previously described course, a distance of 183.58 feet to an angle point; thence
15. South 74°-50'-49" west parallel to and distant 20.00 feet measured at right angles southeastwardly from the seventh previously described course, a distance of 196.41 feet to an angle point; thence
16. South 70°-07'-57" west parallel to and distant 20.00 feet measured at right angles southeastwardly from the sixth previously described course a distance of 704.77 feet to an angle point; thence
17. South 25°-07'-57" west parallel to and distant 20.00 feet measured at right angles southeastwardly from the fifth previously described course, a distance of 15.36 feet to an angle point; thence

BOOK 4009 PAGE 0133



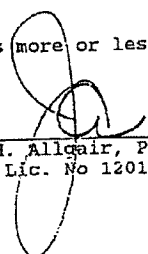
Description of Permanent Easement
Our File No. MIL 403
June 23, 1992
Page 3

18. South 19°-52'-03" east parallel to and distant 20.00 feet measured at right angles northeastwardly from the fourth previously described course, a distance of 231.13 feet to an angle point; thence
19. South 35°-43'-08" west parallel to and distant 20.00 feet measured at right angles southeastwardly from the third previously described course, a distance of 442.70 feet to the point and place of beginning.

Containing 55,809.49 square feet or 1.281 acres more or less.

Description prepared by:

CME ASSOCIATES
3141 Bordentown Avenue
Parlin, New Jersey 08859



John H. Allgair, P.E., L.S.
Lic. No 12012

BOOK 4009 PAGE 0134



JOHN ALGAR PE 15420
DAVID S. KARL PE 15420
JOHN J. FERANI PE 15420

DESCRIPTION OF A TEMPORARY EASEMENT
SITUATED IN THE TOWNSHIP OF NORTH BRUNSWICK
COUNTY OF MIDDLESEX, STATE OF NEW JERSEY

June 23, 1992
Our File No. MIL 403
A1 of 2

DESCRIPTION OF AN AREA TO BE RESERVED FOR TEMPORARY CONSTRUCTION
EASEMENT PURPOSES SITUATED IN THE TOWNSHIP OF NORTH BRUNSWICK, MIDDLESEX
COUNTY, NEW JERSEY.

A five foot wide strip of land being a portion of Lot 1 in Block 252 as shown on the current Township of North Brunswick Tax Map and being more particularly described as follows:

BEGINNING at a point in the fifth course of a description of an area to be acquired for a booster pumping station site, distant north 51°-29'-40" west 48.31 feet from the terminus of the said fifth course, also being located the following two courses from the intersection formed by the southeasterly R.O.W. line of Elkins Lane with the easterly R.O.W. line of Main Street and running.

- a. North 38°-46'-41" east along the southeasterly R.O.W. line of Elkins Lane and its prolongation a distance of 541.92 feet to a point; thence,
- b. North 51°-29'-40" west along the above mentioned Fifth course a distance of 48.31 feet to the true point and place of beginning and proceeding; thence,

Running along and including all lands lying within the area situated five foot offset from and parallel with the following six courses;

1. North 47°-30'-45" east a distance of 84.49 feet to an angle point; thence,
2. North 35°-43'-08" east a distance of 347.64 feet to an angle point; thence,
3. North 19°-52'-03" west a distance of 228.87 feet to an angle point; thence,
4. North 25°-07'-57" east a distance of 31.93 feet to an angle point; thence,

BOOK 4009 PAGE 0135



A2 of 2

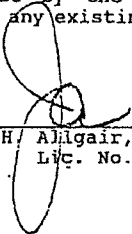
5. North $70^{\circ}-07'-57''$ east a distance of 713.88 feet to an angle point; thence,
6. North $74^{\circ}-50'-49''$ east a distance of approximately 90 feet to a point of intersection with the prolongation of the common lot line of Lots 1 and 6, Block 252.

Being and intended to be all that certain parcel of land lying 5 foot offset from and parallel with the aforementioned courses of a 20 foot wide and variable width easement being acquired by the Borough of Milltown for permanent water easement purposes.

The easement as herein before described shall be temporary in nature and shall expire upon completion of the construction of the water transmission main and final acceptance of the project by the Borough of Milltown. Said easement further being subject to any existing easements and/or restrictions of record.

Description prepared by:

CME Associates
3141 Bordentown Avenue
Parlin, New Jersey, 08859



John H. Alligair, P.E., L.S.
LVC. No. 12012

BOOK 4009 PAGE 0136



JOHN H. ALLGAR PE 1362 P
DAVID J. SARKEL PE 1398 P
JOHN J. STEFANI PE 1398 P

DESCRIPTION OF A TEMPORARY EASEMENT
SITUATED IN THE TOWNSHIP OF NORTH BRUNSWICK
COUNTY OF MIDDLESEX, STATE OF NEW JERSEY

June 23, 1992
Our File No. MIL 403
B1 of 2

DESCRIPTION OF AN AREA TO BE RESERVED FOR TEMPORARY CONSTRUCTION
EASEMENT PURPOSES SITUATED IN THE TOWNSHIP OF NORTH BRUNSWICK, MIDDLESEX
COUNTY, NEW JERSEY.

A five foot wide strip of land being a portion of Lot 1 in Block 252 as shown on the current Township of North Brunswick Tax Map and being more particularly described as follows:

BEGINNING at a point in the fifth course of a description of an area to be acquired for a booster pumping station site, distant north $51^{\circ}-29'-40''$ west 11.00 feet from the terminus of the said fifth course, also being located the following two courses from the intersection formed by the southeasterly R.O.W. line of Elkins Lane with the easterly R.O.W. line of Main Street and running.

- a. North $38^{\circ}-46'-41''$ east along the southeasterly R.O.W. line of Elkins Lane and its prolongation a distance of 541.92 feet to a point; thence,
- b. North $51^{\circ}-29'-40''$ west along the fifth course for the description of a pump station site dedicated to the Borough of Milltown, a distance of 11.00 feet to the true point and place of beginning and running; thence

Running along and including all lands lying within the area situated five foot offset from and parallel with the following eight courses;

1. North $35^{\circ}-43'-08''$ east a distance of 442.70 feet to an angle point; thence,
2. North $19^{\circ}-52'-03''$ west a distance of 231.13 feet to an angle point; thence
3. North $25^{\circ}-07'-57''$ east a distance of 15.36 feet to an angle point; thence,
4. North $70^{\circ}-07'-57''$ east a distance of 704.77 feet to an angle point; thence,
5. North $74^{\circ}-50'-49''$ east a distance of 196.41 feet to an angle point; thence,

BOOK 4009 PAGE 0137..



B2 of 2

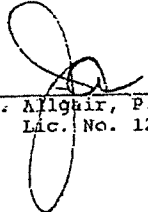
6. North 44°-28'-26" east a distance of 183.58 feet to an angle point; thence,
7. North 55°-02'-19" east a distance of 80.84 feet to an angle point; thence,
8. North 70°-04'-09" east a distance of 719.76 feet to the terminus being a point of intersection with the common line of Lots 1 and 6 in Block 252.

Being and intended to be all that certain parcel of land lying 5 foot offset from and parallel with the aforementioned courses of a 20 foot wide and variable width easement being acquired by the Borough of Milltown for permanent water easement purposes.

The easement as herein before described shall be temporary in nature and shall expire upon completion of construction of the water transmission main and final acceptance of the project by the Borough of Milltown. Said easement further being subject to any existing easements and/or restrictions of record.

Description prepared by:

CME Associates
3141 Bordentown Avenue
Parlin, New Jersey, 08859



John H. Milgair, P.E., L.S.
Lic. No. 12012

BOOK 4009 PAGE 0138

RECEIVED/RECORDED
MIDDLESEX COUNTY 07/28/92 145834
CONSIDERATION \$3.00 TAX 4.00
DEED REC. FEE 12315
INSTRUMENT DEED
MAP

BOOK 4011 PAGE 0019

PREPARED BY: Meryl A.G. Gonchar
MERYL A.G. GONCHAR, ESQ.

EASEMENT AGREEMENT

See MAP file 1801 NO 103

THIS AGREEMENT made this 16th day of June, 1992
by and between DKM PROPERTIES CORP., a New Jersey Corporation,
with an address at Princeton Pike Corporate Center, 1009 Lenox
Drive, P.O. Box 6540, Lawrenceville, New Jersey, 08648 (herein
after referred to as "Grantor"), and THE BOROUGH OF MILLTOWN, a
Municipal Corporation, in the County of Middlesex, State of New
Jersey (hereinafter referred to as "Grantee");

WITNESSETH, that the Grantor, for and in consideration
of the sum of One (\$1.00) Dollar, lawful money of the United
States of America, to it in hand paid, and other valuable
consideration, the receipt and sufficiency of which is hereby
acknowledged, subject to the terms and conditions set forth
below, does hereby grant and convey unto the Grantee its
successors and assignees a non-exclusive easement for the purpose
of constructing, installing, operating, inspecting,
reconstructing, repairing, maintaining, altering, replacing and
removing, from time to time a water main (the "Water Transmission
Main") in, upon and across land and premises situate, lying and
being in the Township of North Brunswick, in the County of
Middlesex and State of New Jersey, being a portion of Lot 1 in
Block 252, as shown on the current Tax Map of the Township of
North Brunswick ("Easement Area") and as shown on a certain map
prepared by CME Associates dated February, 1991, attached hereto
as Exhibit A and made a part hereof and as described on Exhibit B
annexed hereto and made a part hereof.

Said easement shall be and is permanent and perpetual
for the purpose of entering upon the Easement Area and to pass
along the same with equipment, material and men at such times as
the Grantee may elect and for the purpose of constructing,
installing, operating, inspecting, reconstructing, repairing,
maintaining, altering, replacing or removing the Water
Transmission Main inclusive of the pipes, mains, interceptors,
valves, connections and any and all other appurtenant facilities

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R 92892

within said Easement Area only for the closed, underground transmission of water. The Grantee shall have and is given the right to enter upon said Easement Area at all times for the full use and enjoyment of said rights herein granted.

The Grantor does further grant and convey unto the Grantee during the period of initial construction of the Water Transmission Main as aforesaid and, if necessary for accomplishing any further construction, reconstruction, repair, maintenance, inspection, replacement or removal, during such further and future work, a temporary easement and right-of-way, with unobstructed right of entry from men, machinery, materials and equipment in, across and along so much of the land of the Grantor as lies within a temporary construction easement as described in Exhibit C annexed hereto and made a part hereof, ("Temporary Easement Area") and as shown on Exhibit A, referenced above, and identified thereon as a temporary construction easement which property adjoins and is parallel and contiguous to the Easement Area hereinabove described.

PROVIDED that upon the completion of any work relating to the aforesaid purposes, the Grantee shall cause all vehicles, equipment, tools, and implements used in such work and all materials not incorporated therein to be removed from said Easement Area and Temporary Easement Area and shall cause same to be left in good and proper condition restored, to the extent reasonably practical, to the condition as existed prior to any work being undertaken by the Grantee.

AND PROVIDED FURTHER that nothing contained herein, nor the exercise of any rights granted to Grantee hereunder, shall unreasonably interfere with the Grantor's reasonable use of its property inclusive of the Easement Area and the Temporary Easement Area.


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

THE GRANTEE hereby assumes all risk of loss of or damage to any property whatsoever, and wherever located, and any injury to, or death to, any person or persons whomsoever occurring by reason of, or in connection with, or directly or indirectly arising out of, or relating to the construction, repair, maintenance, inspection, replacement, removal, reconstruction or alteration of the Water Transmission Main or the exercise by Grantee of any rights granted hereunder and hereby agrees to indemnify and save harmless and hereby releases Grantor from and against any and all liability, loss, damage, injury or death thus assumed in and from against any and all claims, demands, actions, suits, judgments, costs, charges, fees, damages and expenses (including, without limitation, attorneys' fees) which may arise or result therefrom.

AND GRANTEE shall, at its own cost and expense, comply with all laws, requirements and regulations of every public or governmental body exercising jurisdiction over the easement area or over the operations of Grantee, and shall procure and pay for any and all necessary licenses, permits, consents and shall pay any and all fees, taxes and assessments required to be paid for use of the easement area including its improvements thereon or therein. Grantor makes no representation concerning and assumes no responsibility or liability in connection with, law, ordinance, rule, or regulation of any public or governmental body which may limit, affect, regulate or prohibit the use of the easement area for the purposes permitted by this Easement Agreement.

IN WITNESS WHEREOF, the Grantor and Grantee have signed and sealed this agreement as of the date first above written.

ATTEST:



GEORGE D. MANUKAS
Assistant Secretary

D&H PROPERTIES CORP., A New Jersey Corporation

BY: 

ROBERT S. POWELL, JR., President

APPROVED
LEGAL C/T/M

ATTEST:

Diane M. Wagner Michael Januszka
MICHAEL JANUSZKA, Borough Clerk

BOROUGH OF MILLTOWN, A Municipal Corporation of the State of

By: Raymond Graulich
RAYMOND GRAULICH, Mayor

STATE OF NEW JERSEY:
:s.s.
COUNTY OF MIDDLESEX:

BE IT REMEMBERED, that on this 16th day of June, 1992, before me, the subscriber, MICHAEL A. JANUSZKA, personally appeared who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, the he is the Borough Clerk of THE BOROUGH OF MILLTOWN, Middlesex County, the Corporation named in the within Instrument; that RAYMOND GRAULICH is the Mayor of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Borough Council 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 Mayor as and for the voluntary act and deed of said Corporation; in the presence of deponent, who thereupon subscribed her name hereto as attesting witness; and that the full and actual consideration paid or to be paid for the transfer of title is defined in P.L. 1968, c.49, Sec. 1(c) is \$1.00.

Sworn and subscribed to before me this 16th day of June, 1992.

Diane M. Wagner
DIANE M. WAGNER
NOTARY PUBLIC, STATE OF NEW JERSEY
My Commission Expires: 12/31/93

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BOOK 4011 PAGE 0024

Exhibit A

ALPHABETICALLY INDEXED

BOOK 4011 PAGE 0025

Exhibit B

EXHIBIT B



JOHN H. ALLGAR, PE, LSA, PP
DAVID J. SAMUEL, PE & PP
JOHN J. STEFANI, PE & PP

DESCRIPTION OF A PERMANENT EASEMENT
SITUATED IN THE TOWNSHIP OF NORTH BRUNSWICK
COUNTY OF MIDDLESEX, STATE OF NEW JERSEY

June 23, 1992
Our File No. MIL 403

BEING a portion of Lot 1 in Block 252 as shown on the current Township of North Brunswick tax map and being more particularly described as follows:

BEGINNING at a point in the fifth course of a description of an area to be acquired for a booster pumping station site, distant north 51°-29'-40" west 11.00 feet from the terminus of the said fifth course, also being located the following two courses from the intersection formed by the southeasterly R.O.W. line of Elkins Lane with the easterly R.O.W. line of Main Street and running.

- a. North 38°-46'-41" east along the southeasterly R.O.W. line of Elkins Lane and its prolongation a distance of 541.92 feet to a point; thence
- b. North 51°-29'-40" west along the fifth course for the description of a pump station site dedicated to the Borough of Milltown, a distance of 11.00 ft. to the true point and place of beginning and running; thence
 1. North 51°-29'-40" west along the above mentioned fifth course in reverse a distance of 37.31 feet to a point; thence
 2. North 47°-30'-45" east a distance of 84.49 feet to an angle point; thence
 3. North 35°-43'-08" east a distance of 347.64 feet to an angle point; thence
 4. North 19°-52'-03" west a distance of 228.87 feet to an angle point; thence
 5. North 25°-07'-57" east a distance of 31.93 feet to an angle point; thence
 6. North 70°-07'-57" east a distance of 713.88 feet to an angle point; thence
 7. North 74°-50'-49" east along the southwestwardly prolongation of a common line between tax map Lots 1 and 6, Block 252 and along said common line a distance of 191.80 feet to a common corner between said lots; thence

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Description of Permanent Easement
Our File No. MIL 403
June 23, 1992
Page 2

8. North 44°-28'-26" east continuing along said common line a distance of 180.00 feet to a common corner; thence
9. North 55°-02'-19" east still along the common line between tax map Lots 1 and 6, Block 252 a distance of 104.61 feet to a common corner; thence
10. North 70°-04'-09" east continuing along said common line a distance of 697.64 feet to a common corner being the north-easterly corner of tax map Lot 1, Block 252; thence
11. South 33°-43'-27" east along the common line between tax map Lots 1 and 6, Block 252 a distance of 25.74 feet to a point; thence
12. South 70°-04'-09" west parallel to and distant 25.00 feet measured at right angles southeastwardly from the tenth previously described course, a distance of 719.76 feet to an angle point; thence
13. South 55°-02'-19" west parallel to and distant 20.00 feet measured at right angles southeastwardly from the ninth previously described course a distance of 80.84 feet to an angle point; thence
14. South 44°-28'-26" west parallel to and distant 20.00 feet measured at right angles southeastwardly from the eighth previously described course, a distance of 183.58 feet to an angle point; thence
15. South 74°-50'-49" west parallel to and distant 20.00 feet measured at right angles southeastwardly from the seventh previously described course, a distance of 196.41 feet to an angle point; thence
16. South 70°-07'-57" west parallel to and distant 20.00 feet measured at right angles southeastwardly from the sixth previously described course a distance of 704.77 feet to an angle point; thence
17. South 25°-07'-57" west parallel to and distant 20.00 feet measured at right angles southeastwardly from the fifth previously described course, a distance of 15.36 feet to an angle point; thence

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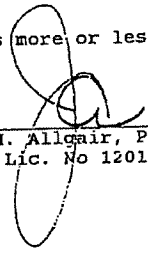
Description of Permanent Easement
Our File No. MIL 403
June 23, 1992
Page 3

18. South $19^{\circ}-52'-03''$ east parallel to and distant 20.00 feet measured at right angles northeastwardly from the fourth previously described course, a distance of 231.13 feet to an angle point; thence
19. South $35^{\circ}-43'-08''$ west parallel to and distant 20.00 feet measured at right angles southeastwardly from the third previously described course, a distance of 442.70 feet to the point and place of beginning.

Containing 55,809.49 square feet or 1.281 acres more or less.

Description prepared by:

CME ASSOCIATES
3141 Bordentown Avenue
Parlin, New Jersey 08859


John H. Allgair, P.E., L.S.
Lic. No 12012

BOOK 4011 PAGE 0028



JOHN ALDAME PE LSEPP
DAVID DANIEL PE SPP
JOHN STEFANI PE SPP

DESCRIPTION OF A TEMPORARY EASEMENT
SITUATED IN THE TOWNSHIP OF NORTH BRUNSWICK
COUNTY OF MIDDLESEX, STATE OF NEW JERSEY

June 23, 1992
Our File No. MIL 403
A1 of 2

DESCRIPTION OF AN AREA TO BE RESERVED FOR TEMPORARY CONSTRUCTION
EASEMENT PURPOSES SITUATED IN THE TOWNSHIP OF NORTH BRUNSWICK, MIDDLESEX
COUNTY, NEW JERSEY.

A five foot wide strip of land being a portion of Lot 1 in Block 252 as shown on the current Township of North Brunswick Tax Map and being more particularly described as follows:

BEGINNING at a point in the fifth course of a description of an area to be acquired for a booster pumping station site, distant north $51^{\circ}-29'-40''$ west 48.31 feet from the terminus of the said fifth course, also being located the following two courses from the intersection formed by the southeasterly R.O.W. line of Elkins Lane with the easterly R.O.W. line of Main Street and running.

- a. North $38^{\circ}-46'-41''$ east along the southeasterly R.O.W. line of Elkins Lane and its prolongation a distance of 541.92 feet to a point; thence,
- b. North $51^{\circ}-29'-40''$ west along the above mentioned fifth course a distance of 48.31 feet to the true point and place of beginning and proceeding; thence,

Running along and including all lands lying within the area situated five foot offset from and parallel with the following six courses;

1. North $47^{\circ}-30'-45''$ east a distance of 84.49 feet to an angle point; thence,
2. North $35^{\circ}-43'-08''$ east a distance of 347.64 feet to an angle point; thence,
3. North $19^{\circ}-52'-03''$ west a distance of 228.87 feet to an angle point; thence,
4. North $25^{\circ}-07'-57''$ east a distance of 31.93 feet to an angle point; thence,

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A2 of 2

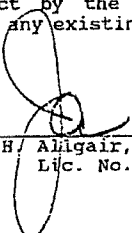
5. North $70^{\circ}-07'-57''$ east a distance of 713.88 feet to an angle point; thence,
6. North $74^{\circ}-50'-49''$ east a distance of approximately 90 feet to a point of intersection with the prolongation of the common lot line of Lots 1 and 6, Block 252.

Being and intended to be all that certain parcel of land lying 5 foot offset from and parallel with the aforementioned courses of a 20 foot wide and variable width easement being acquired by the Borough of Milltown for permanent water easement purposes.

The easement as herein before described shall be temporary in nature and shall expire upon completion of the construction of the water transmission main and final acceptance of the project by the Borough of Milltown. Said easement further being subject to any existing easements and/or restrictions of record.

Description prepared by:

CME Associates
3141 Bordentown Avenue
Parlin, New Jersey, 08859


John H. Allgair, P.E., L.S.
Lic. No. 12012

BOOK 4011 PAGE 0030



JOHN H. ALLISAN PE LS&M
DAVID J. SARKEL PE LS&M
JOHN J. STEFANI PE LS&M

DESCRIPTION OF A TEMPORARY EASEMENT
SITUATED IN THE TOWNSHIP OF NORTH BRUNSWICK
COUNTY OF MIDDLESEX, STATE OF NEW JERSEY

June 23, 1992
Our File No. MIL 403
B1 of 2

DESCRIPTION OF AN AREA TO BE RESERVED FOR TEMPORARY CONSTRUCTION
EASEMENT PURPOSES SITUATED IN THE TOWNSHIP OF NORTH BRUNSWICK, MIDDLESEX
COUNTY, NEW JERSEY.

A five foot wide strip of land being a portion of Lot 1 in Block 252 as shown on the current Township of North Brunswick Tax Map and being more particularly described as follows:

BEGINNING at a point in the fifth course of a description of an area to be acquired for a booster pumping station site, distant north 51°-29'-40" west 11.00 feet from the terminus of the said fifth course, also being located the following two courses from the intersection formed by the southeasterly R.O.W. line of Elkins Lane with the easterly R.O.W. line of Main Street and running.

- a. North 38°-46'-41" east along the southeasterly R.O.W. line of Elkins Lane and its prolongation a distance of 541.92 feet to a point; thence,
- b. North 51°-29'-40" west along the fifth course for the description of a pump station site dedicated to the Borough of Milltown, a distance of 11.00 feet to the true point and place of beginning and running; thence

Running along and including all lands lying within the area situated five foot offset from and parallel with the following eight courses;

1. North 35°-43'-08" east a distance of 442.70 feet to an angle point; thence,
2. North 19°-52'-03" west a distance of 231.13 feet to an angle point; thence
3. North 25°-07'-57" east a distance of 15.36 feet to an angle point; thence,
4. North 70°-07'-57" east a distance of 704.77 feet to an angle point; thence,
5. North 74°-50'-49" east a distance of 196.41 feet to an angle point; thence,

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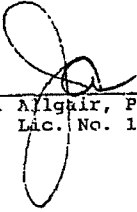
6. North 44°-28'-26" east a distance of 183.58 feet to an angle point; thence,
7. North 55°-02'-19" east a distance of 80.84 feet to an angle point; thence,
8. North 70°-04'-09" east a distance of 719.76 feet to the terminus being a point of intersection with the common line of Lots 1 and 6 in Block 252.

Being and intended to be all that certain parcel of land lying 5 foot offset from and parallel with the aforementioned courses of a 20 foot wide and variable width easement being acquired by the Borough of Milltown for permanent water easement purposes.

The easement as herein before described shall be temporary in nature and shall expire upon completion of construction of the water transmission main and final acceptance of the project by the Borough of Milltown. Said easement further being subject to any existing easements and/or restrictions of record.

Description prepared by:

CME Associates
3141 Bordentown Avenue
Parlin, New Jersey, 08859

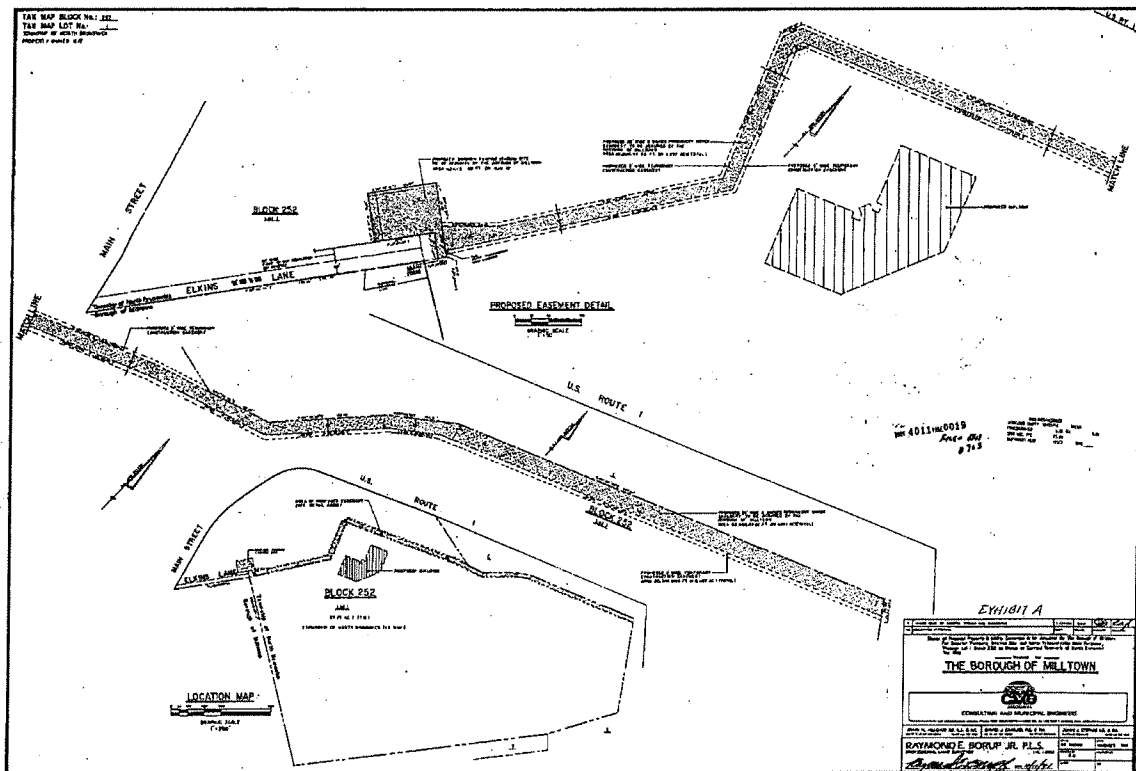

John H. Aylgair, P.E., L.S.
Lic. No. 12012

RETURN TO

Return
Mc Dempsey & Clafferty
285 Davidson Ave
Somerset NJ
08873

BOOK 4011 PAGE 0032

END OF DOCUMENT



M.B.P.# 703 File 1801

Map File 1801 # 703
Filed 9-28-92

RECEIVED/RECORDED
MIDDLESEX COUNTY 03/18/95 112212
CONSTITUTION 1.00 TAX
DEED REG. FEE 127.00
INSTRUMENT DEED 3234 NYPE SJ

Prepared by:
G. Maletta
Garey M. Maletta, Esq.

BK 4 224 PG 709

GRANT OF DETENTION BASIN EASEMENTS

THIS EASEMENT AGREEMENT made this 7th day of March, 1995, by and among DKM-ATLANTIC TWO CORP., a New Jersey corporation having an office at 1009 Lenox Drive, P.O. Box 6540, Lawrenceville, New Jersey 08648 (hereinafter called "Grantor"), KELLER GRADUATE SCHOOL OF MANAGEMENT, INC., a Delaware corporation, having an office at 1 Tower Lane, Suite 1000, Oakbrook Terrace, Illinois 60181 (hereinafter called "Keller") and DKM PROPERTIES CORP., a New Jersey corporation having an office at 1009 Lenox Drive, P.O. Box 6540, Lawrenceville, New Jersey 08648 (hereinafter "DKM").

WITNESSETH:

WHEREAS, DKM owns New Lot 1.1 consisting of approximately 49.28 acres, and Grantor owns New Lot 1.3 consisting of approximately 2.29 acres, in Block 252 (formerly part of Lot 1 in Block 252), as shown and designated on the Township of North Brunswick Tax Map; and

WHEREAS, DKM concurrently herewith has conveyed to Keller New Lot 1.2 consisting of approximately fifteen (15) acres in the middle and abutting the aforesaid New Lot 1.1 and New Lot 1.3 upon which Keller intends on building a two-story ninety-nine (99,000) thousand square foot building for private-for-profit educational purposes; and

WHEREAS, Keller and DKM are desirous of obtaining an easement in, upon, over, across, under and through New Lot 1.3 for the purpose of Keller constructing a storm water detention basin and required appurtenant slopes, pipes, drains, fences, outfall 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") annexed hereto and incorporated herein as Exhibit "A", required to provide storm water drainage for Keller's building and buildings to be constructed by DKM on New Lot 1.1; and

WHEREAS, DKM is desirous of obtaining an easement in, upon, over, across, under and through New Lot 1.2 to be conveyed concurrently herewith to Keller for the purpose of connecting the buildings to be constructed by DKM on New Lot 1.1 to the storm water detention basin on New Lot 1.3 as shown on the approved site plan annexed hereto as Exhibit "A".

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the covenants, promises and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do mutually covenant, promise and agree as follows:

ARTICLE I
GRANT OF EASEMENTS

1.1 Grantor hereby grants, bargains, sells, and conveys to Keller and DKM, their heirs, successors and assigns, absolutely and forever, a perpetual non-exclusive easement and right-of-way in, upon, on, over, under and through those certain lands and premises owned by Grantor situate, lying and being in the Township of North Brunswick, County of Middlesex, State of New Jersey, known as New Lot 1.3, Block 252, for the purpose of constructing, installing, operating, inspecting, reconstructing, repairing, maintaining, altering and replacing a storm water detention basin and required appurtenant slopes, pipes, drains, fences, outfall and other facilities required to provide storm water drainage for the discharge of collected surface waters from Keller's (New Lot 1.2) and DKM's (New Lot 1.1) lands into, upon and onto Lot 1.3 owned by Grantor to connect the storm water detention basin to the municipal storm water drainage systems (herein collectively called "Storm Water Facilities"). Any appurtenant outfall piping or other facilities downstream from manhole No. 6 shall be sized for the entire Weston Mill Project on New Lot 1.1. The location and dimensions of the Storm Water Facilities shall be as shown on Exhibit "A" annexed hereto and made a part hereof (herein called "Easement Area"). The Drainage Easement shall be for the use and benefit of the parties hereto and their respective successors and assigns.

1.2 Grantor for itself and its heirs, executors, administrators, successors and assigns reserves the right to use said lands for any purposes not inconsistent with the terms of this Easement Agreement or to permit DKM to enlarge the detention basin in connection with the development of New Lot 1.1 owned by DKM provided same do not materially interfere with or prevent the use of the easement for the purposes intended herein and provided further that nothing contained herein, nor the exercise of any rights granted to Keller or DKM hereunder, shall unreasonably interfere with the

Grantor's reasonable use of its property inclusive of the Easement Area.

1.3 Keller hereby grants, bargains, sells and conveys to DKM, its heirs, successors and assigns absolutely and forever, a perpetual non-exclusive easement and right-of-way in, upon, on, over, under and through those certain lands and premises conveyed to Keller concurrently herewith situate, lying and being in the Township of North Brunswick, County of Middlesex, State of New Jersey, known as New Lot 1.2, Block 252 for the purpose of DKM connecting the buildings to be constructed by DKM on New Lot 1.1 to the Storm Water Facilities on New Lot 1.3 ("DKM Storm Water Easement"). The location and dimension of the sanitary sewer pipes shall be as shown on Exhibit "A" annexed hereto and made a part hereof ("DKM Storm Water Easement Area"). The DKM Storm Water Easement Area shall be for the use and benefit of DKM, its heirs, successors and assigns.

ARTICLE II NON-OBSTRUCTION AND NON-DISTURBANCE OF EASEMENT AREAS

2.1 The parties hereto agree that none of them will cause, suffer or permit any obstruction of the Easement Area herein created; provided, however, nothing herein contained shall preclude either party from erecting such temporary barriers as are necessary for the performance of maintenance or repair work or the installation of utilities.

2.2 In the event that the exercise of the rights granted herein by any party results in the disturbance of the surface of any lands, and/or any improvements thereon, of any other party except as contemplated herein, said disturbance shall be repaired, and the surface of such property and any improvements thereon shall be restored to the extent reasonably practical to their condition existing prior to the exercise of such rights, by the party exercising such rights, at such exercising party's sole cost and expense.

ARTICLE III MAINTENANCE AND REPAIRS; CONTRIBUTIONS; INSURANCE

3.1 Except as set forth in Section 3.2 below, Keller shall undertake and be responsible at its sole cost for the construction, maintenance, repair and replacement of the Storm Water Facilities to keep same in good repair as reasonably determined by Grantor.

3.2 After DKM or its successors or assigns complete any enlargement to the Storm Water Facilities in connection with the development of New Lot 1.1, Grantor, its successors and assigns shall be responsible for the maintenance, repair and replacement of the Storm Water Facilities and DKM and Keller and their successors and assigns shall contribute their respective pro-rata share of the cost of such maintenance, repair and replacement. Their and their successors and assigns respective pro rata shares will be based upon the actual square footage of building on each of New Lot 1.1 and New Lot 1.2 which are the beneficiaries of the easement to be determined by the fraction, the numerator of which shall be the number of square feet of the building of the respective parties and the denominator of which shall be the square feet of all buildings of the parties who are serviced by the Storm Water Facilities.

3.3 DKM and Keller agree to reimburse Grantor for their pro rata share of the costs within thirty (30) days following receipt of an invoice from Grantor in reasonable detail outlining the costs and nature of the maintenance, repair and replacement work performed by or on behalf of Grantor related to the Easement.

3.4 In the event DKM or Keller fail to reimburse Grantor within the aforesaid thirty (30) day period, Grantor shall be entitled to collect interest on all sums due Grantor from DKM or Keller. Interest on such sums shall accrue at two (2%) percent in excess of the prime rate charged by Chase Manhattan Bank, N.A. or a comparable lending institution from time to time.

3.5 **INSURANCE.** DKM and Keller shall maintain commercial general liability insurance covering the Easement in an amount not less than \$3,000,000.00 combined single limit for personal injury, bodily injury, death, disease and damage or injury to or destruction of property occurring upon, in or about the Easement Area written on an occurrence basis and naming Grantor as an additional insured.

ARTICLE IV MISCELLANEOUS

4.1 **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.

4.2 **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.

4.3 **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.

4.4 **MODIFICATIONS.** The parties may agree, in writing, from time to time to modify, extend, curtail, enlarge, revise or restrict the easements granted herein, and any such change shall be effective upon full execution and delivery of such document by and to both parties.

4.5 **TERMINATION.** The parties may agree to terminate this Agreement or any part thereof and any interests created thereby, upon execution and delivery by each party to the other of a quit-claim deed in proper and recordable form.

4.6 **INDEMNIFICATION.** Each party shall indemnify, defend and save the other harmless from any and all claims, causes of action, fees, costs and demands, whether for injuries to persons or loss of lives or damage to property occurring in, on or about the Easement Area which may be caused by the negligent acts or omissions of the other, its agents, servants, employees, invitees or lessees or in the exercise of its rights hereunder.

4.7 **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the parties concerning the subject matter herein contained. This Agreement may not be amended, modified, altered or waived, in whole or in part, except by subsequent writing signed by the parties sought to be bound.

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

4.9 **NOTICES.** All notices or other communications given under this Easement Agreement must be in writing and shall be sent by certified or registered mail, return receipt requested, or by personal delivery or overnight courier provided same furnishes proof of delivery, addressed to the other party at the address set forth at the beginning of this Agreement or such other address as either party may specify in writing to the other.

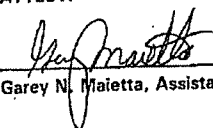
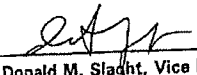
4.10 **GOVERNING LAW.** This Agreement shall be construed in accordance within the laws of the State of New Jersey.

4.11 **RECORDING.** The parties acknowledge that this Easement Agreement may be recorded in the Office of the Clerk of Mercer County, New Jersey.

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

4.13 **COMPLIANCE.** DKM and Keller shall, at their own cost and expense, comply with all laws, requirements and regulations of every public or governmental body exercising jurisdiction over the Easement Area or over the operations of DKM or Keller, and shall procure and pay for any and all necessary licenses, permits, consents and shall pay any and all fees, taxes and assessments required to be paid for their respective use of the Easement Area including their improvements thereon or therein. Grantor makes no representation concerning and assumes no responsibility or liability in connection with, law, ordinance, rule or regulation of any public or governmental body which may limit, affect, regulate or prohibit the use of the easement area for the purposes permitted by this Easement Agreement. DKM and Keller further agree to comply with any notice that DKM-Atlantic Two Corp. receives from the Middlesex County Planning Board as applicable to the operations of DKM or Keller pursuant to the provisions of the Restrictive Covenant in favor of the Middlesex County Planning Board attached hereto as Exhibit "B".

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

ATTEST: DKM-ATLANTIC TWO CORP., Grantor

Garey N. Maietta, Assistant Secretary By: 
Donald M. Slaght, Vice President

ATTEST:

Gary N. Maietta
Garey N. Maietta, Assistant Secretary

DKM PROPERTIES CORP., Grantee

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

ATTEST:

Norman M. Levine
Norman M. Levine, Secretary

KELLER GRADUATE SCHOOL OF MANAGEMENT, INC., Grantee

By: Kenneth Rutkowski
Kenneth Rutkowski, Vice President

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

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

- (a) he is the Assistant Secretary of DKM-ATLANTIC TWO 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;
- (d) he knows the proper seal of the corporation which was affixed to this document; and
- (e) he signed this proof to attest to the truth of these facts.

Signed and sworn to before me March 7th, 1995.

Janet D. Persons
Notary Public

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

Garey N. Maietta
Garey N. Maietta, Assistant Secretary

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

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

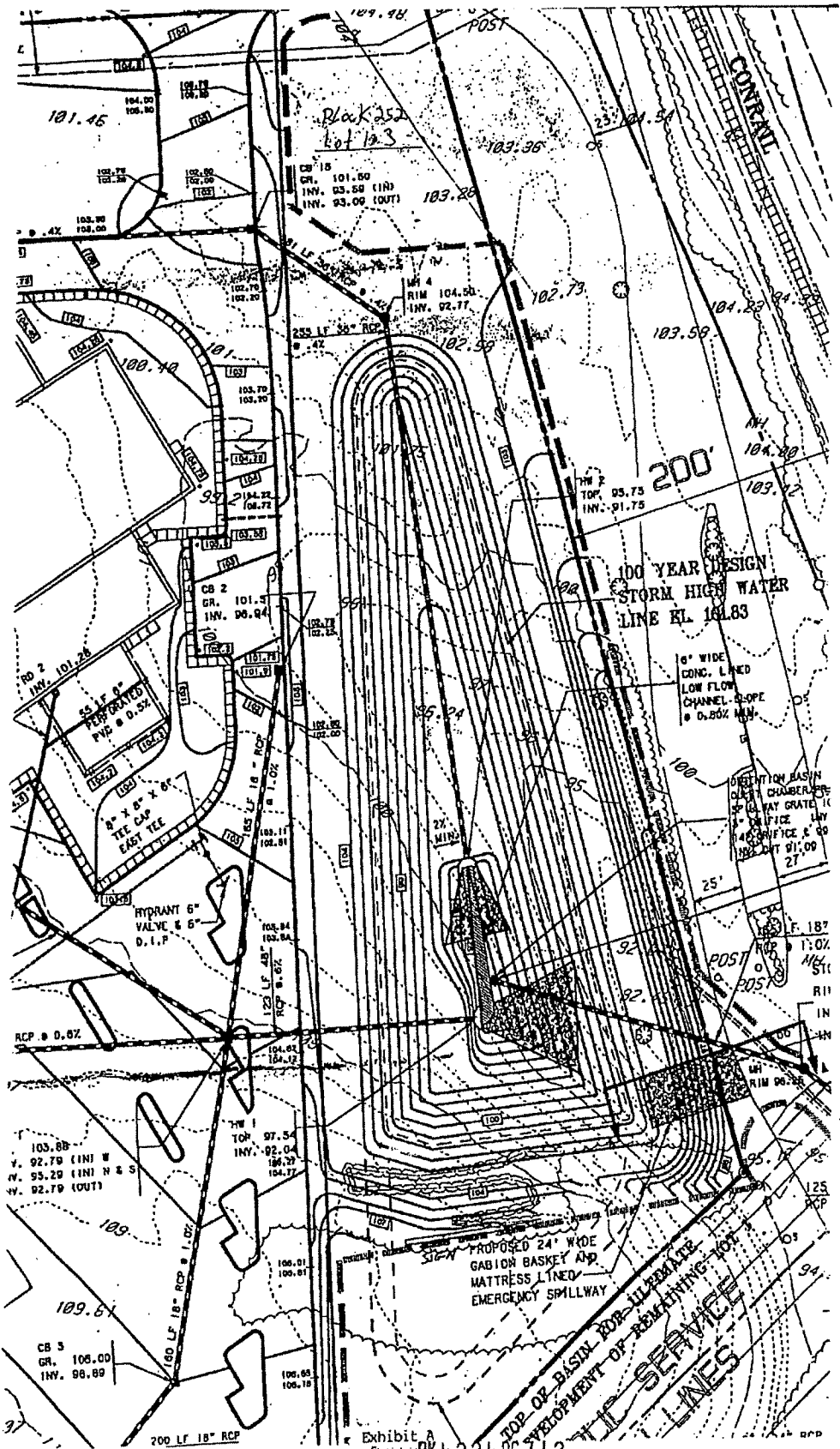
- (a) he is the Assistant Secretary of DKM PROPERTIES CORP., the corporation named in the attached document;
- (b) he is the attesting witness to the signing of this document by the proper corporate officer who is Donald M. Slaght, the Vice President of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) he knows the proper seal of the corporation which was affixed to this document; and
- (e) he signed this proof to attest to the truth of these facts.

Signed and sworn to before me March 7th, 1995.

Janet D. Persons
Notary Public

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

Garey N. Maietta
Garey N. Maietta, Assistant Secretary



Block 252
Lot 103

100 YEAR DESIGN
STORM HIGH WATER
LINE EL. 101.83

6" WIDE
CONC. LINED
LOW FLOW
CHANNEL 2.0%
SLOPE

RETENTION BASIN
CHECK CHAMBER
24" WIDE GRATE
10" THICK
4" SPACING
1' DIA
1' DIA
27"

PROPOSED 24" WIDE
GABION BASKET AND
MATTRESS LINED
EMERGENCY SPILLWAY

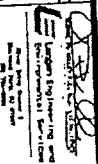
TOP OF BASIN FOR ULTIMATE
DEVELOPMENT OF REMAINING
SERVICE
LINES

Exhibit A

BR 4224 PG 713

 DEVRAY TECHNICAL INSTITUTE
 2101
 OF NEW JERSEY
 NORTH BRUNSWICK, NEW JERSEY
 GRADING, DRAINAGE, & UTILITIES
 PLAN

NO.	DATE	DESCRIPTION	BY	CHECKED
1	10/1/00	PRELIMINARY	...	...
2	10/1/00	...	...	...
3	10/1/00	...	...	...
4	10/1/00	...	...	...
5	10/1/00	...	...	...
6	10/1/00	...	...	...
7	10/1/00	...	...	...
8	10/1/00	...	...	...
9	10/1/00	...	...	...
10	10/1/00	...	...	...


 ...
 ...
 ...

OPUS.

Civil, Electrical, Mechanical & Environmental Engineers
 1000 ...
 ...
 ...

EXHIBIT A
 2 of 2

BK4224PG714

Exhibit B

RESTRICTIVE COVENANT

WHEREAS, DKM-ATLANTIC TWO CORP., a New Jersey corporation, with offices at c/o DKM Properties Corp., 1009, Lenox Drive, P.O. Box 6540, Lawrenceville, New Jersey 08648, will be the owner of the premises designated as Lot 1.3 in Block 252 as shown on the Tax Map of the Township of North Brunswick, County of Middlesex and State of New Jersey; and

WHEREAS, as a condition of the approval of the site plan granted by the Subdivision and Site Plan Committee of the Middlesex County Planning Board, said approval dated September 29, 1994 and said approval requires the owner of the property to file with the Middlesex County Clerk's office a Restrictive Covenant which requires the lot owners and/or lessee occupants to maintain any detention facilities on the premises.

NOW, THEREFORE, in consideration of the promises, covenants, conditions and other good and valuable consideration, DKM Properties Corp. hereby declares that said Lot 1.3 in Block 252, hereinabove described, shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements which shall run with the land and be binding upon all parties who have any right, title or interest in the land, or any part thereof, their heirs, executors, administrators, successors and assigns and shall inure to their benefit and the benefit of the Middlesex County Planning Board:

1. After the completion of the storm water detention basin, outfall piping and related facilities ("Storm Water Facilities") by the owner, the owner of the premises as they may from time to time be, shall be responsible for the continuing and perpetual maintenance of the Storm Water Facilities located on its premises and Lot 6.1 in Block 252 in accordance with the site plans for Lot 1.3 in Block 252 as shown on the Tax Map of the Township of North Brunswick, Middlesex County, New Jersey, prepared by Langan Engineering and Environmental Services, P.E. & L.S., entitled "DeVry Technical Institute of New Jersey, North Brunswick, New Jersey, Site Plan" dated June 13, 1994, revised through September 19, 1994, which was approved by the Middlesex County Planning Board.

2. In the event that the owner shall fail to maintain the Storm Water Facilities and any and all related detention/retention/recharge facilities in reasonable order and condition, as may be determined from time to time by the designee of the County of Middlesex or the Middlesex County Planning Board, the designee of the County of Middlesex or the Middlesex County Planning Board may serve written notice upon the owners setting forth the manner in which the owner has failed to maintain the Storm Water Facilities and any and all related detention/retention/ recharge facilities in reasonable condition, and said notice shall include a demand that such deficiencies of maintenance be cured within thirty-five (35) days thereof. If the deficiencies set forth in the original notice or in the modification thereof shall not be cured within said thirty-five (35) days or any permitted extension thereof, the County of Middlesex, in order to preserve the drainage system and any and all detention/retention/recharge facilities and maintain the same, may enter upon and maintain same for such period of time as the County may determine in its sole judgment. If the County enters upon or maintains the drainage facilities at its discretion, then any cost and expense including reasonable Counsel fees in the above noted process shall be at the sole cost and expense of the owner. The County and/or its agents and/or its designees shall be held harmless and free of any liability of any kind whatsoever by the owner from any and all acts taken under the authority of the Restrictive Covenant if such actions are taken in good faith, except for gross negligence or willful acts constituting malfeasance.

BK4224PG715

lhp/D33/J020895/O1
devry.esh

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

I CERTIFY that on March 7th, 1995, Marilyn Cason personally came before me and she acknowledged under oath, to my satisfaction, that:

- (a) she is the Secretary of KELLER GRADUATE SCHOOL OF MANAGEMENT, INC., the corporation named in the attached document;
- (b) she is the attesting witness to the signing of this document by the proper corporate officer who is Kenneth Rutkowski, 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;
- (d) she knows the proper seal of the corporation which was affixed to this document; and
- (e) she signed this proof to attest to the truth of these facts.

Signed and sworn to before
me March 7th, 1995.

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

Marilynn Cason
Marilynn Cason, Secretary
NORMAN M. LEVINE

RETURN TO

Record and Return to:
DKM Properties Corp.
1009 Lenox Drive
P.O. Box 6540
Lawrenceville, New Jersey 08648
Attention: General Counsel

R&R
GENERAL LAND ABSTRACT CO.
P. O. Box 327
Plainsboro, New Jersey 08536-0327
(609) 951-9500 (908) 287-3636
133841

END OF DOCUMENT

GRANT OF STORM WATERLINE EASEMENT

THIS EASEMENT AGREEMENT made this *3rd* day of *October*, 1995 by and between KELLER GRADUATE SCHOOL OF MANAGEMENT, INC., a Delaware corporation, with an office at One Tower Lane, Suite 1000, Oakbrook Terrace, Illinois 60181 ("Grantor"), and DKM PROPERTIES CORP., a New Jersey corporation, with an office at c/o Gale & Wentworth Corporate Services, Inc., Princeton Forrestal Village, 136-200 Main Street, Princeton, New Jersey 08540-5731 ("Grantee").

WITNESSETH:

WHEREAS, Grantor owns Lot 1.2 in Block 252 as indicated on the Tax Map of the Township of North Brunswick, located in Middlesex County, State of New Jersey; and

WHEREAS, Grantor wishes to grant and convey unto the Grantee, a temporary right to enter to construct and a permanent easement over Grantor's property in connection with the extension of an underground 27 inch (+/-) storm water transmission main serving Lot 1.1 to run from the property line of Grantee's Lot 1.1 through Lot 1.2 to Lot 1.3; and

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the covenants, promises and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do mutually covenant, promise and agree as follows:

ARTICLE I
GRANT OF EASEMENTS

1.1 Grantor does hereby grant and convey unto Grantee and its respective successors and assigns:

(a) a temporary 52 foot non-exclusive easement in, upon, on, over, under and through the premises situate, lying and being in the Township of North Brunswick, County of Middlesex and State of New Jersey, being a portion of Lot 1.2 in Block 252 as shown on the current Tax Map of the Township of North Brunswick, as further shown on a certain map titled "DeVry Institute Proposed Drainage Easement, North Brunswick, New Jersey, Fig. No. E-1" which is attached hereto and made a part hereof, for the purpose of constructing and installing the aforesaid 27 inch (+/-) storm waterline, which temporary 52 foot non-exclusive easement area is more particularly described on Exhibit "A" attached hereto and made a part hereof, ("Temporary Easement"); and

(b) a permanent and perpetual 30 foot non-exclusive easement in, upon, over, under and through the premises situate, lying and being in the Township of North Brunswick, County of Middlesex and State of New Jersey, being a portion of Lot 1.2 in Block 252 as shown on the current Tax Map of the Township of North Brunswick, as further shown on a certain map titled "DeVry Institute Proposed Drainage Easement, North Brunswick, New Jersey, Fig. No. E-1" which is attached hereto and made a part hereof for the purpose of operating, inspecting, reconstructing, repairing, maintaining, altering, replacing and removing, from time to time, the aforesaid 27 inch (+/-) storm waterline, which permanent and perpetual 30 foot non-exclusive easement area is more particularly described on Exhibit "B" attached hereto and made a part hereof ("Permanent Easement").

1.2 (a) The rights granted by the Temporary Easement shall be effective from the date of full execution of this document, for the purpose of entering upon the Temporary Easement and to pass among the same with equipment, materials and men at such time as the Grantee may elect for the purpose of constructing and installing the storm waterline inclusive of the pipes, mains, interceptors, connections and any and all other appurtenant facilities for the closed, underground transmission of storm water. Grantee shall have and is given the right to enter upon said Temporary Easement until completion of construction and installation at which time the Temporary Easement and all rights granted thereby shall terminate; and

(b) The rights granted by the Permanent Easement shall be effective from the date of completion of the aforesaid construction and installation and termination of the rights granted by the Temporary Easement, for the purpose of entering upon the Permanent Easement and to pass among the same with equipment, materials and men at such time as the Grantee may elect for the purpose of operating, inspecting, reconstructing, repairing, maintaining, altering, replacing or removing the storm waterline inclusive of the pipes, mains, interceptors, connections and any and

RECEIVED/RECORDED
MIDDLESEX COUNTY 01/02/96 118747
CONSIDERATION 1.00 TAX 1.00
DEED REC. FEE 131.00
INSTRUMENT DEED 52 NWE *Bd*

Page 1 of 4

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BK 4294 PG 571

BK 4294 PG 571

R 1-2-96

all other appurtenant facilities for the closed, underground transmission of storm water. Grantee shall have and is given the right to enter upon said Permanent Easement at all times for the permanent and perpetual use and enjoyment of the rights granted herein.

1.3 The parties hereto agree that neither of them will cause, suffer or permit any obstruction within the Temporary Easement or Permanent Easement herein created; provided, however, nothing herein contained shall preclude either party from erecting such temporary barriers as are necessary for the performance of maintenance or repair work or the installation of utilities, and further provided that nothing herein contained shall preclude Grantor from constructing a parking lot within the Temporary Easement or Permanent Easement.

1.4 Upon the completion of any work relating to the aforesaid purposes, Grantee shall cause all vehicles, equipment and implements used in such work and all materials not incorporated therein to be removed from within said Temporary Easement or Permanent Easement and in the event that the exercise of the rights granted herein results in the disturbance of the surface of any lands, and/or any improvements thereon or thereunder of Grantor, said disturbance shall be repaired, and the surface of such property and any improvements thereon or thereunder shall be restored to their condition existing prior to the exercise of such rights, by the party exercising such rights, at such exercising party's sole cost and expense. Grantor reserves the right to require Grantee to place a cash bond with a mutually acceptable escrow agent in an amount not to exceed 125% of the estimated value of the drainage improvements within the Temporary Easement or Permanent Easement, inclusive of restoration costs pursuant to estimate by the project engineer (currently Langan Engineering). Escrow Agent shall release such bond upon substantial completion as determined by the project engineer except that Grantor shall retain a portion of the cash bond equal to 125% of the estimated value of the remaining work, as determined by Langan Engineering, but not less than 20% of the cash bond, until Grantor is fully satisfied the improvements or restorations are properly completed and meet Grantor's original site work specifications.

1.5 Grantor for itself and its heirs, executors, administrators, successors and assigns reserves the right to use said lands for any purposes not inconsistent with the terms of this Easement Agreement provided same do not materially interfere with or prevent the use of the Temporary Easement or Permanent Easement for the purposes intended herein and provided further that nothing contained herein, nor the exercise of any rights granted to Grantee hereunder, shall unreasonably interfere with the Grantor's use of its property inclusive of the Temporary Easement or Permanent Easement.

1.6 Grantee, hereby assumes all risks of loss of or damage to any property whatsoever, and wherever located, and any injury to, or death to, any person or persons whomsoever, occurring by reason of, or in connection with, or directly or indirectly arising out of, or relating to the construction, repair, maintenance, inspection, replacement, removal, reconstruction or alteration of the storm waterline or the exercise by Grantee of any rights granted hereunder and hereby agree to indemnify and save harmless and hereby release Grantor from and against any and all liability, loss, damage, injury or death and any all claims, demands, actions, suits, judgements, costs, charges, fees, damages and expenses (including, without limitation, reasonable attorneys' fees) which may arise or result therefrom.

1.7 Grantee, during any construction and maintenance work on the storm waterline shall, at its own cost and expense, comply with all laws, requirements and regulations of every public or governmental body exercising jurisdiction over the Temporary Easement or Permanent Easement or over the operations of Grantee, and shall procure and pay for any and all necessary third party licenses, permits, consents and shall pay any and all third party fees, taxes and assessments required to be paid for their respective use of the Temporary Easement or Permanent Easement including their improvements thereon or therein. Grantor makes no representation concerning and assumes no responsibility or liability in connection with, law, ordinance, rule or regulation of any public or governmental body which may limit, affect, regulate or prohibit the use of the easement area for the purposes permitted by this Easement Agreement.

1.8 Grantee shall not interfere with Grantor's use within the Temporary Easement or Permanent Easement, and/or Grantor's property, resulting from Grantee's exercising its rights herein. All work, including construction, improvements, maintenance, replacements or repairs shall be closely coordinated with Grantor's designated agents located at the Grantor's premises. Notwithstanding the foregoing, Grantee may exercise its rights herein to construct the drainage improvements during normal working hours and within scheduling provisions of any obligations to any third party.

1.9 The Temporary Easement and Permanent Easement granted herein shall run with the land and this Easement Agreement shall be binding upon the parties hereto and their respective successors and assigns.

mutually agreed upon by Grantee and Grantor.

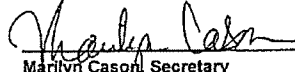
[Handwritten initials]


BK 4294P6572

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

ATTEST:

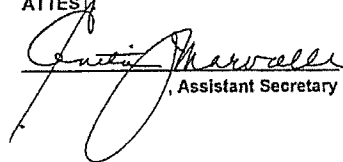
KELLER GRADUATE SCHOOL OF MANAGEMENT,
INC., Grantor


Marilyn Cason, Secretary

By: 
Ken Rutkowski, Vice President

ATTEST:

DKM PROPERTIES CORP., Grantee


Justin Maxwell,
Assistant Secretary

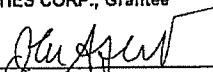
By: 
Donald M. Slaght, Vice President - Leasing

EXHIBIT "A"

1290901

TEMPORARY 52 FOOT WIDE
DRAINAGE EASEMENT
BLOCK 252 LOT 1.2
NORTH BRUNSWICK
MIDDLESEX COUNTY

Commencing at the point of common intersection of Lots 1.1, 1.2, and 6.1 in Block 252 and running the following course and distance.

- a) South 07 Degrees 43 minutes 50 seconds West, 1,102.93 feet to the point of beginning; thence,
- 1) North 52 Degrees 27 minutes 42 seconds East for a distance of 603.86 feet to a point; thence,
- 2) North 43 Degrees 23 minutes 42 seconds East for a distance of 206.07 feet to a point; thence,
- 3) South 07 Degrees 43 minutes 51 seconds East for a distance of 66.79 feet to a point; thence,
- 4) South 43 Degrees 23 minutes 42 seconds West for a distance of 168.27 feet to a point; thence,
- 5) South 52 Degrees 27 minutes 42 seconds West for a distance of 637.77 feet to the point; thence,
- 6) North 07 Degrees 43 minutes 50 seconds West for a distance of 59.93 feet to the point and place of beginning.

The above description encompasses an area of 0.96 acres more or less.

The above is in accordance with a plan by "Langan Engineering and Environmental Services, Elmwood Park, NJ", titled "DEVRY Institute" "Proposed Drainage Easement", Figure No. "E-1", dated 8/18/95 revised 9/18/95.

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BK 4294 PG 574

1290901

EXHIBIT "B"

30 FOOT WIDE
DRAINAGE EASEMENT
BLOCK 252 LOT 1.2
NORTH BRUNSWICK
MIDDLESEX COUNTY

Commencing at the point of common intersection of Lots 1.1, 1.2, and 6.1 in Block 252 and running the following course and distance.

- a) South 07 Degrees 43 minutes 50 seconds West, 1,077.57 feet to the point of beginning; thence,
- 1) North 52 Degrees 27 minutes 42 seconds East for a distance of 617.77 feet to a point; thence,
- 2) North 43 Degrees 23 minutes 42 seconds East for a distance of 190.56 feet to a point; thence,
- 3) South 07 Degrees 43 minutes 51 seconds East for a distance of 38.62 feet to a point; thence,
- 4) South 43 Degrees 23 minutes 42 seconds West for a distance of 168.27 feet to a point; thence,
- 5) South 52 Degrees 27 minutes 42 seconds West for a distance of 637.77 feet to a point; thence,
- 6) North 07 Degrees 43 minutes 50 seconds West for a distance of 34.57 feet to the point and place of beginning.

The above description encompasses an area of 0.56 acres more or less.

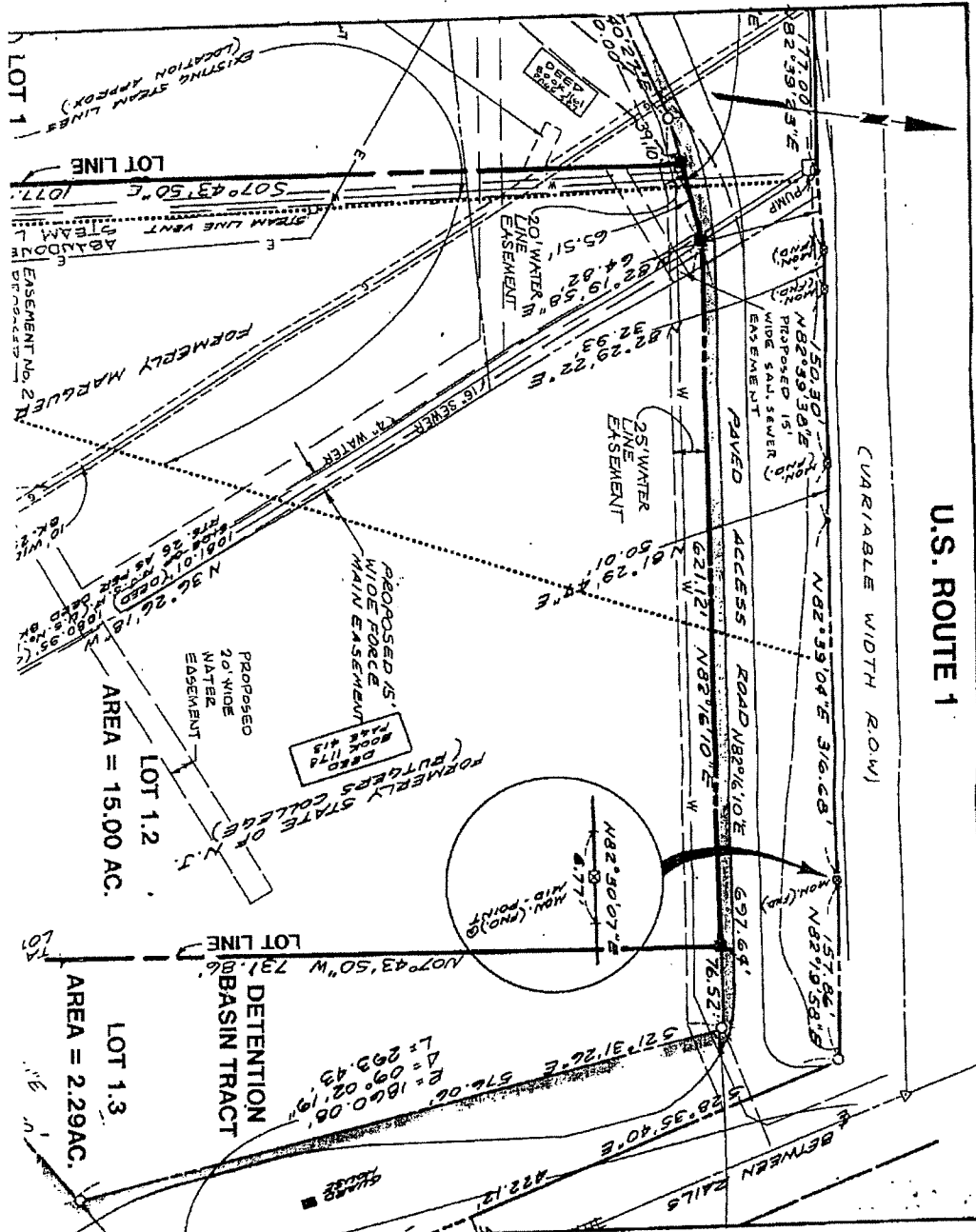
The above is in accordance with a plan by "Langan Engineering and Environmental Services, Elmwood Park, NJ", titled "DEVRY Institute" "Proposed Drainage Easement", Figure No. "E-1", dated 8/18/95 revised 9/18/95.

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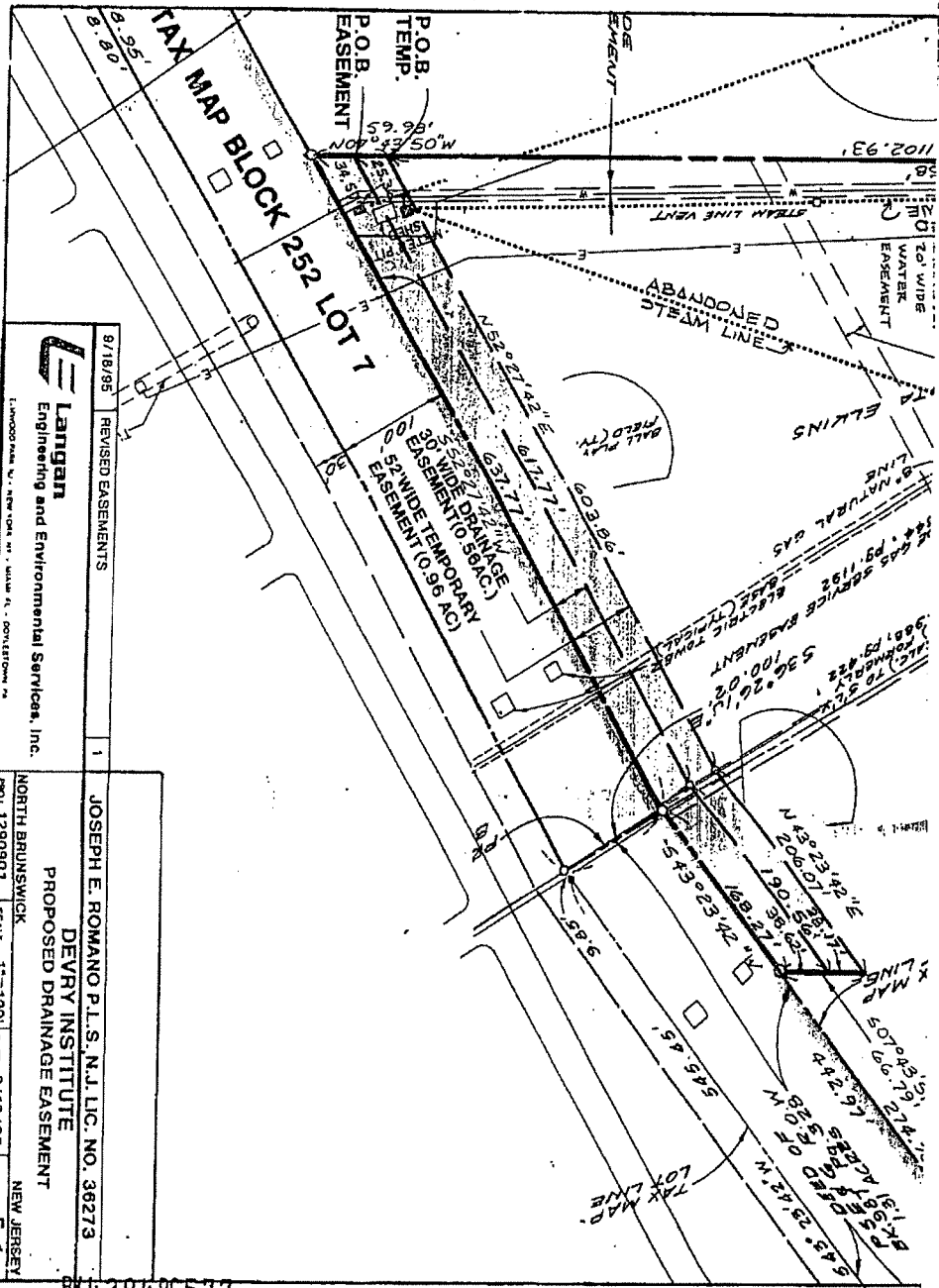
BK 4294 PG 575

U.S. ROUTE 1

(VARIABLE WIDTH ROW)



BK 4294 P6576



8/18/95 REVISED EASEMENTS 1
Langan
 Engineering and Environmental Services, Inc.
 1 LANGRISH ROAD, NEW YORK, NY 10017-1000
 JOSEPH E. ROMANO P.L.S., N.J. LIC. NO. 38273
 DEVRV INSTITUTE
 PROPOSED DRAINAGE EASEMENT
 NORTH BRUNSWICK
 NO. 1290901 SCALE 1"=100' DATE 8/18/95 NO. E-1
 NEW JERSEY

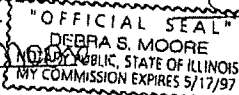
BR 4294P6577

STATE OF ILLINOIS)
)ss:
COUNTY OF DuPage)

I CERTIFY that on 9-27, 1995, Marilyn Cason personally came before me and he acknowledged under oath, to my satisfaction, that:

- (a) she is the Secretary of KELLER GRADUATE SCHOOL OF MANAGEMENT, INC., the corporation named in the attached document;
- (b) she is the attesting witness to the signing of this document by the proper corporate officer who is Ken Rutkowski, 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;
- (d) she knows the proper seal of the corporation which was affixed to this document; and
- (e) she signed this proof to attest to the truth of these facts.

Signed and sworn to before me

9-27, 1995.  Marilyn Cason
Marilyn Cason, Secretary

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

I CERTIFY that on Oct 6, 1995, personally came before me and {he/she} acknowledged under oath, to my satisfaction, that:

- (a) {he/she} is the [Assistant] Secretary of DKM PROPERTIES CORP., the corporation named in the attached document;
- (b) {he/she} is the attesting witness to the signing of this document by the proper corporate officer who is , 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;
- (d) {he/she} knows the proper seal of the corporation which was affixed to this document; and
- (e) {he/she} signed this proof to attest to the truth of these facts.

Signed and sworn to before me
Oct 6, 1995.

Danielle J. Ives Anita S. Marcelli
Notary DANIELLE J. IVES (Assistant) Secretary
NOTARY PUBLIC STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6-21-98

Grant of Storm Waterline Base

Dated: October 3, 1995

by and between

Keller Graduate School of Management,
Inc., a Delaware Corporation
"Grantor"
and

DKM Properties Corp., a New
Jersey Corporation
"Grantee"

Record and return to:

DKM Properties Corp.
c/o Gale & Wentworth Corporate Services, Inc.
Princeton Forrestal Village
136-200 Main Street
Princeton, NJ 08540

BK4294PG579 END OF DOCUMENT

THIS INDENTURE, made this 22nd day of March, nineteen hundred and ninety-six (1996), between DKM-Atlantic Two Corporation having an office at 136-200 Main Street, Princeton, New Jersey 08540-5731

RETURN TO

hereinafter called "Grantor", and

PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a corporation having its office at 80 Park Plaza, Newark, New Jersey, and BELL ATLANTIC N.J., INC., a corporation having its office at 540 Broad Street, Newark, New Jersey, hereinafter called "Grantees",

WHEREAS, Grantor is the owner in fee simple of a certain tract or development of real property situate in the Township of North Brunswick, County of Middlesex, New Jersey, commonly known as Block 252 Lot 1.3

WHEREAS, Grantees are public utilities of the State of New Jersey, engaged in furnishing electric, gas and communication services to subscribers in the State of New Jersey; and,

WHEREAS, the Grantor does agree to convey an EASEMENT IN PERPETUITY to Grantees for their use, occupancy and enjoyment and the use, occupancy and enjoyment of their licensees, successors in interest and assigns, in connection with the provision of cable television services, communication services, gas and electricity, thereto, and for the conduct of their respective businesses upon the conditions, covenants, promises and terms set forth hereunder, for the mutual benefit of both Grantor and Grantees:

NOW, THEREFORE, WITNESSETH: In consideration of these premises and the sum of One Dollar (\$1.00), paid to the Grantor by the Grantees, the receipt of which is hereby acknowledged, and in further consideration of the mutual conditions, covenants, promises and terms hereinafter contained, it is agreed that:

Grantor does hereby GRANT AND CONVEY unto Grantees and their associated and affiliated companies, licensees, successors in interest and assigns, an EASEMENT IN PERPETUITY, in, under, through, upon, over and across the heretofore described lands of Grantor, with full rights, privileges and authority for Grantees to enter upon same from time to time, WITHOUT NOTICE to Grantor, in cases of emergency, for the purpose of inspecting, locating, relocating, installing, altering, extending, constructing, repairing, replacing, rebuilding, removing and perpetually operating, maintaining and using poles, wires, cables, conduits, ducts, pipes, manholes, handholes, transformers, transformer pads, switches, switch enclosures, switch enclosure pads, service pedestals, regulator vent poles and other fixtures, appurtenances and facilities which Grantees may, in their exclusive discretion and sole judgment, deem necessary or proper for cable television services, communication services and/or the transmission and distribution of gas and electricity; together with such free and unlimited access to, egress and ingress in, from and over all points of said Easement Area, WITHOUT NOTICE to Grantor, in cases of emergency, as is reasonable and necessary for the full use, occupancy and enjoyment of said Easement, and where possible, Grantee shall provide advance notification of above.

Said Easement Area shall be more particularly described as shown on Drawing No. DCE-RW-0025 and land survey hereto attached and hereby made a part hereof prepared by Langan Engineering & Environmental Services dated February 14, 1996 entitled "Proposed Utility Easement, Block 252, Lot 1.3" designated as Job No. 12127, along with *

Grantor generally warrants the rights, privileges and authority herein granted and conveyed and does further warrant that Grantees shall have quiet possession of the within Easement, free from all claims and encumbrances to the best of its knowledge; and Grantor will execute and deliver to Grantees such further documents and assurances that may become necessary in connection therewith. All of the above subject to the provisions contained in "Attachment A" hereto attached and hereby made a part of.

Grantor does further grant and convey to Grantees, the right, privilege and authority to trim, cut and remove, WITHOUT NOTICE to Grantor, such tree branches, roots, shrubs, plants, trees and vegetation which might, within the reasonable judgment of Grantees, interfere or threaten the safe, proper or convenient use, maintenance or operation of the CATV, communication, gas or electrical facilities within the Easement area.

Grantor shall have the right to use, occupy and enjoy the surface and air space above the Easement Area for any purpose which does not, within the reasonable judgment of Grantees, materially interfere or prevent the safe, proper or convenient use, occupancy or enjoyment of same by Grantees; except that Grantors shall not construct, place or permit any buildings, fences or other like structures or improvements in, under, through, upon, over, or across the Easement Area, nor cause or permit any change in grade of the Easement Area once any of the facilities of the Grantees are installed, without first obtaining the written approval of each Grantee, which approval shall not be unreasonably withheld.

Grantee shall perform all work in connection with the rights, privileges and authority herein granted and conveyed in a workmanlike manner and with a minimum of inconvenience to the Grantor; and any damage done to the land or premises of Grantor shall be promptly repaired and restored to its condition immediately prior to damage, at the sole cost and expense of the Grantee ~~personally~~ causing such damage.

PREPARED BY: Andrew P. Visokay (TYPED NAME)

Andrew P. Visokay (SIGNATURE)

*attached notes and lands description entitled "12127 Description of Easement for Public Service Electric and Gas."

BK 4313PG365

R 3-28-96

ATTACHMENT A

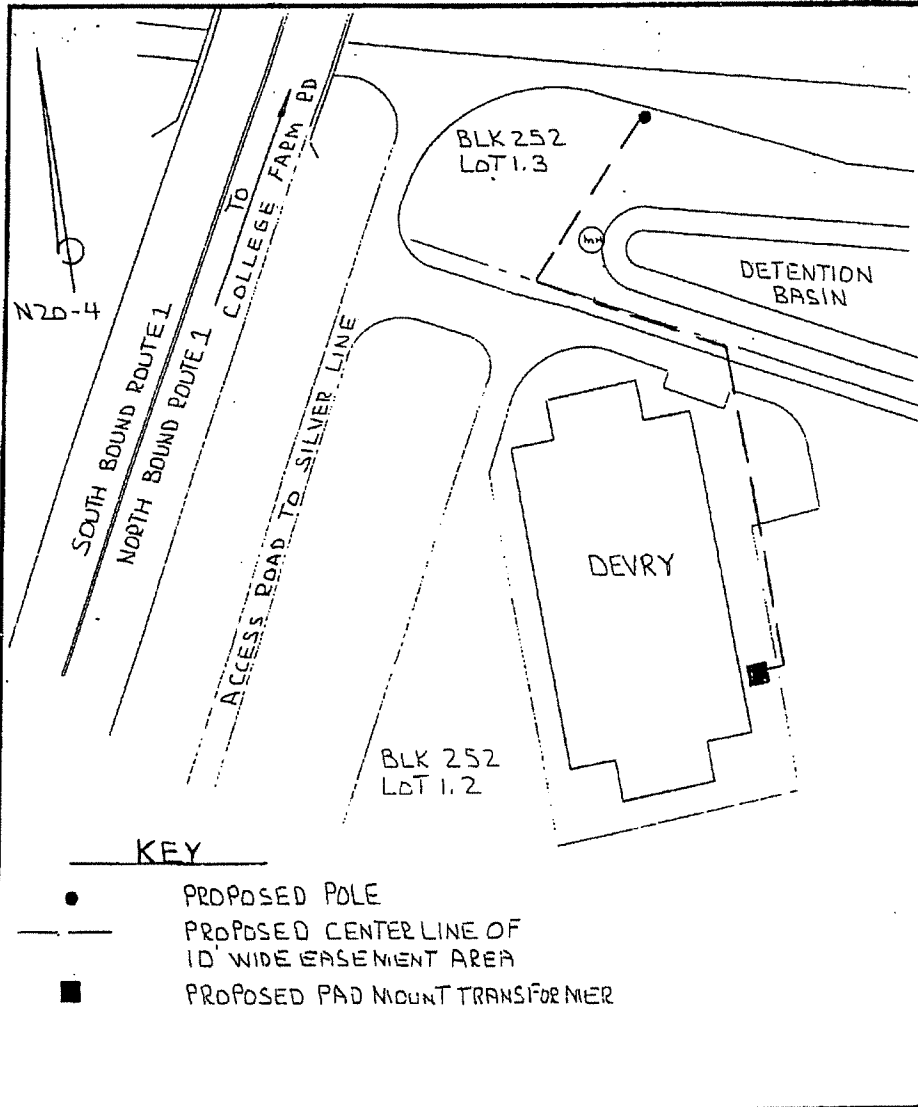
Grantee, hereby assumes all risks of loss of or damage to any property whatsoever, and wherever located, and any injury to, or death to, any person or persons whomsoever, occurring by reason of, or in connection with, or directly or indirectly arising out of, or relating to the construction, repair, maintenance, inspection, replacement, removal, reconstruction or alteration of poles, wires, cables, conduits, ducts, pipes, manholes, handholes, transformers, transformer pads, switches, switch enclosures, switch enclosure pads, service pedestals, regulator vent poles and other fixtures, appurtenances and facilities or the exercise by Grantee of any rights granted hereunder and hereby agree to indemnify and save harmless and hereby release Grantor from and against any and all liability, loss, damage, injury or death and any all claims, demands, actions, suits, judgements, costs, charges, fees, damages and expenses (including, without limitation, reasonable attorneys' fees) which may arise or result therefrom.

Grantee, during any construction and maintenance work within the Easement Area shall, at its own cost and expense, comply with all laws, requirements and regulations of every public or governmental body exercising jurisdiction over the Easement Area or over the operations of Grantee, and shall procure and pay for any and all necessary third party licenses, permits, consents and shall pay any and all third party fees, taxes and assessments required to be paid for their respective use of the Easement Area including their improvements thereon or therein. Grantor makes no representation concerning and assumes no responsibility or liability in connection with, law, ordinance, rule or regulation of any public or governmental body which may limit, affect, regulate or prohibit the use of the Easement Area for the purposes permitted by this Easement Agreement.

Notwithstanding anything in this Agreement to the contrary, Grantee shall not unreasonably interfere with Grantor's use within the Easement Area, and/or Grantor's property, resulting from Grantee's exercising its rights herein. All Grantee's work, including construction, improvements, maintenance, replacements or repairs shall, when reasonably possible, be coordinated with Grantor.

D:\tech\wind\07pdoc\lwg\stsement1.txt

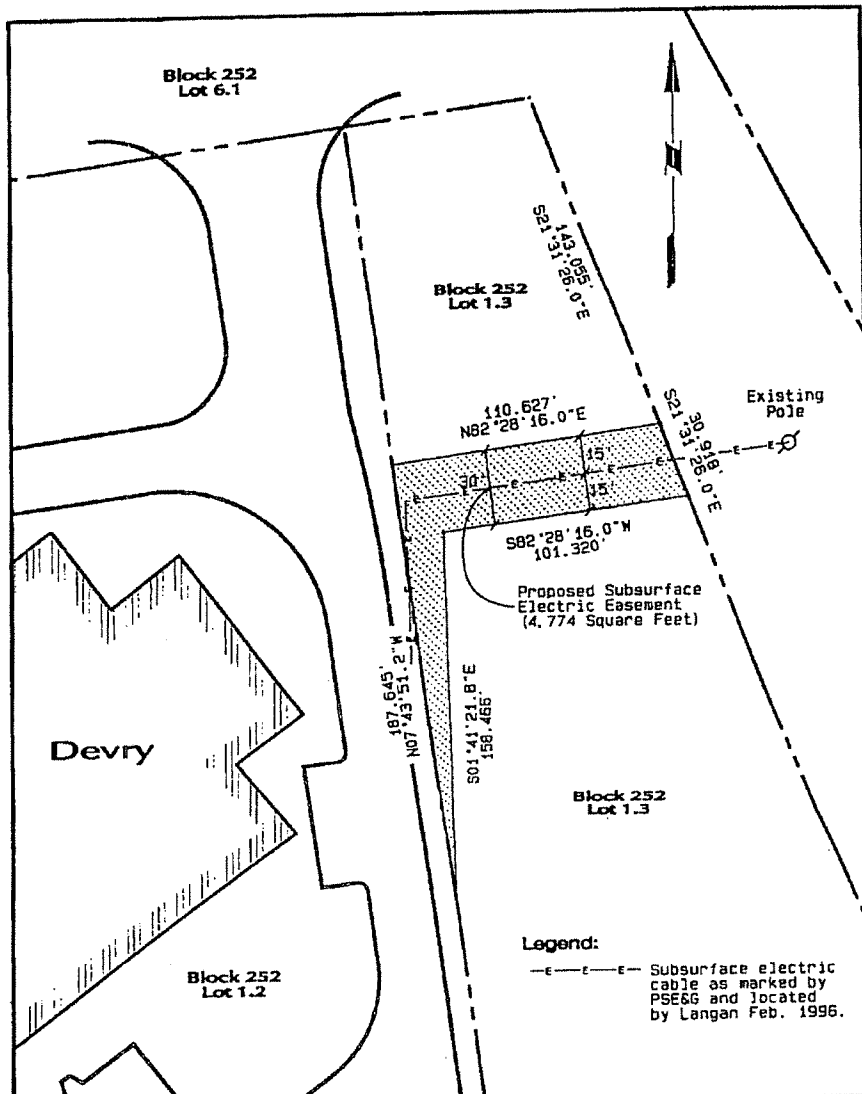
BK4313PG366




SUBJECT MAP OF FACILITIES ON THE PROPERTY OF DKM-ATLANTIC TWO CORP., KNOWN AS BLOCK 252 LOT 1.3 SITUATE IN THE TOWNSHIP OF NORTH BRUNSWICK, COUNTY OF MIDDLESEX, STATE OF NEW JERSEY.

LOCATION	DRAWN BY A. VISOKAY	CHECKED	APPROVED S. KIELEY
CENTRAL DIVISION	DATE 10-10-75	SCALE 1" = 100'	TITLE DIVISION MANAGER
NUMBER	PUBLIC SERVICE ELECTRIC AND GAS COMPANY		DRAWING NUMBER DCE-RW-0025

DK4313PG367



 Langan Engineering and Environmental Services (201) 794-6900 Elmwood Park, New Jersey Miami, FL	Project Proposed Utility Easement Block 252 Lot 1.3		North Brunswick Twp New Jersey	
	Job No. 12127	Date 2/14/96	Scale 1" = 50'	Dep. No. 1

BK 4 3 1 3 PG 3 6 8

12127
DESCRIPTION OF EASEMENT FOR
PUBLIC SERVICE ELECTRIC AND GAS

Commencing at the northeast corner Block 252 Lot 1.3, Township of North Brunswick, County of Middlesex, State of New Jersey and running S 2°31'26" E, 142.06' to the Point of Beginning; thence,

1. Along the easterly side Lot 1.3, S 21°31'26" E, 30.92' to a point; thence,
2. S 82°28'16" W, 101.32' to a point; thence,
3. S 01°41'22" E, 158.47' to a point on the easterly line of Block 252, Lot 1.2; thence,
4. Along said line, N 07°43'51" W, 187.65' to a point; thence,
5. N 82°28'16" E, 110.63' to the point and place of beginning.

Encompassing an area of 4744 square feet.

G:\DATA\12127\DESCRIP.P5

BK4313PG369

Langan Engineering and Environmental Services

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.

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

(Individual Signature) Signed, sealed, and delivered _____
in the presence of _____ (L.S.)
_____ (L.S.)

(Corporate Signature) (Seal) DKM-Atlantic Two Corp. 1992
By _____
Donald M. Slaght
Vice President - Leasing (B)
Attest: _____
Anita Marvulli
Assistant Secretary

(Individual Acknowledgment) STATE OF _____ } SS.
COUNTY OF _____

BE IT REMEMBERED, that on this _____ day of _____, nineteen hundred and _____, before me, the subscriber, _____ personally appeared _____ who, I am satisfied, the grantor mentioned in the within Indenture, and acknowledged that signed, sealed, and delivered the same as voluntary act and deed, for the uses 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.49, Sec. 1 (C), is less than \$100.00—

(Corporate Acknowledgment) STATE OF New Jersey } SS.
COUNTY OF Middlesex
BE IT REMEMBERED, that on this 22nd day of March, nineteen hundred and Ninety-five, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Donald M. Slaght, who, I am satisfied, is Vice President of

DKM-Atlantic Two Corp., 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. 1968, C.49, Sec. 1 (C), is less than \$100.00.

Prepared By: Andrew P. Visokay
DCE-RW-0025

Lois W. Jusiewicz

BK 4313PG365

LOIS W. JUSIEWICZ
A Notary Public of New Jersey
My Commission Expires March 18, 2000

END OF DOCUMENT

RECEIVED/RECORDED
MIDDLESEX COUNTY 03/28/96 151932
CONSIDERATION 1.00 TAX 5.00
DEED REC. FEE \$25.00
INSTRUMENT DEED 4078 NWE B

BK 4313PG370

RETURN TO ►

Record & Return TC. 13799
TRANS-COUNTY TITLE AGENCY, INC.
P. O. Box 675
New Brunswick, NJ 08903

L1 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 property nearly contiguous to the DKM Property and situate in the Township of North Brunswick, County of Middlesex, State of New Jersey (the "J&J Property"); and

WHEREAS, the parties hereto wish to make provision for an easement or easements across the J&J Property, for the benefit of the DKM Property, so that storm water from a detention pond or ponds to be located on the DKM Property may flow into Mill Brook.

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 or easements across the J&J Property for the purpose of permitting DKM to construct, install, repair, reconstruct, maintain and replace pipes across the J&J Property so that storm water from a detention pond or ponds to be located on the DKM Property may flow into Mill Brook.

BOOK 3608 PAGE 534

R 4-15-87

2. The parties hereto recognize that, at this time, the location of the easement or easements to be granted to DKM herein cannot be located and the parties undertake and agree to, in the future, locate said easement or easements at locations which are reasonably satisfactory to the parties, it being understood and agreed that the location of the easement or easements should not interfere with J&J's development or use of the J&J Property.

3. DKM shall have the right to enter and re-enter from time to time by its agents, servants and contractors on foot and with vehicles and machinery upon the J&J Property for the purpose of inspecting, maintaining, repairing and replacing the pipes in, over, under and upon the easement or easements granted herein; provided, however, that DKM at all times, after doing any work in connection with the easements granted herein, shall restore the J&J Property to the condition in which same was found before such work was undertaken and that in the use of said rights and privileges herein granted, DKM will not create a nuisance or do any act that will be detrimental to the J&J Property.

4. The parties hereto agree not to obstruct, impede or interfere, one with the other, in the reasonable use of the easements granted herein.

5. DKM covenants to indemnify, hold harmless and to defend J&J from any liability, claim, damage, matter or suit whatsoever arising from its use of the easements granted herein.

6. DKM's use of the easement or easements granted herein is subject to all applicable laws, ordinances, regulations and existing matters of record.

7. Each party shall do, execute, acknowledge and deliver all and every such other or further act, instrument, or document as any other party to this Easement Agreement may reasonably request in order to carry out the intent or purposes of this Easement Agreement.

BOOK 3608 PAGE 535

8. The easement granted herein shall run with the land and this Easement Agreement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed as of the day and year first above written.

ATTEST:

R. L. Zocco
R. L. Zocco

ATTEST:

George P. Mahukas
George P. Mahukas, ASST. Secretary

Johnson & Johnson

By: Donald P. Bolger
V. P. DONALD P. BOLGER

DKM Properties Corp.

By: Ronald Bolman
Ronald Bolman, President

BOOK 3608 PAGE 536

EXHIBIT A

BEGINNING at a monument found at the intersection of the southerly line of Elkins Lane and the easterly line of Milltown Road all as shown on a map entitled "Subdivision of the Lands of C.W. Kuhlthau" filed in the Middlesex County Clerk's Office July 5, 1928 as Map No. 1232½ in File No. 690 and running thence,

1. Along the extension of the easterly line of Milltown Road, crossing Elkins Lane, N 01° 08' 42" E, 100.25 ft to a bend; thence,
2. Along the same N 05° 37' 18" W, 30.00 ft to its intersection with the easterly line of the southeast ramp connecting Milltown Road to N.J. State Highway Rt. 1; thence,
3. Along said ramp N 02° 17' 26" W, 276.40 ft to a point of curve; thence,
4. Along the same, northerly on a curve to the right having a radius of 590.00 ft, an arc distance of 98.33 ft to a point of compound curvature; thence,
5. Along the same, northeasterly on a curve to the right having a radius of 290.00 ft, an arc distance of 72.90 ft to a point of compound curvature; thence,
6. Along the same, northeasterly on a curve to the right having a radius of 590.00 ft, an arc distance of 98.33 ft to the point of tangency of said curve; thence,
7. Along the same, N 31° 12' 34" ^E W, 238.44 ft to a point of curvature; thence,
8. Along the same, northeasterly on a curve to the right having a radius of 590.00 ft, an arc distance of 71.05 ft to a point of compound curvature; thence,
9. Along the same, northeasterly on a curve to the right having a radius of 290.00 ft, an arc distance of 81.38 ft to a point of compound curvature; thence,

10. Along the same, northeasterly on a curve to the right having a radius of 490.00 ft, an arc distance of 240.74 ft to the point of tangency of said curve in the southerly right-of-way line of N.J. State Highway Route 1 & 9; thence,
11. Along said southerly line N 82° 19' 58" E, 461.00 ft to a bend; thence,
12. Along the same, N 81° 11' 13" E, 50.01 ft to a bend; thence,
13. Continuing along the same N 82° 19' 58" E, 195.00 ft to a point; thence,
14. Through Tax Map Lot 1 Block 252 S 63° 06' 13" E, 350 ft to a point; thence,
15. Through the same, N 87° 02' 50" E, 99.79 ft to a point; thence,
16. Through the same, N 56° 40' 27" E, 180.00 ft to a point; thence,
17. Through the same N 67° 14' 20" E, 104.61 ft to a point; thence,
18. Continuing through Tax Map Lot 1, Block 252 N 82° 16' 10" E, 697.64 ft to a point; thence,
19. Through the same, S 21° 31' 26" E, 576.06 ft to a point in the northeasterly line of the Public Service Electric & Gas Company Right of Way; thence,
20. Along said right of way S 43° 23' 42" W, 842.97 ft to a corner of property of Public Service Electric & Gas Company; thence,
21. Along the northwesterly line of said property S 52° 27' 42" W, 1523.27 ft. to its intersection with the extension of the northeasterly line of Lot 80 as shown on a map entitled "Subdivision of the Herbert Tract" filed in the Middlesex County Clerk's Office as Map No. 914 in File No. 456; thence,
22. Along the northeasterly outside line of said filed Map No. 914 and along the northeasterly outside line of the aforementioned filed Map No. 1232½ N 44° 36' 18" W, 1211.04 ft to the northeast corner of said map, said corner also being the

BOOK 3608 PAGE 538

Langan Engineering

southeast corner of property N/F of the Boro of Milltown recorded in Book 2549, Pg. 750; thence,

23. Along the southeasterly line of said property N $50^{\circ} 58' 42''$ E, 20.00 ft to a point; thence,
24. Along the northeasterly line of said property N $39^{\circ} 01' 18''$ W, 40.00 ft to a point; thence,
25. Along the northwesterly line of said property, S $50^{\circ} 58' 42''$ W, 21.96 ft to a point; thence,
26. Along the southwesterly line of said property, S $39^{\circ} 01' 18''$ E, 20.00 ft to a bend; thence,
27. Along the same and along the northeasterly terminus of Elkins Lane, S $44^{\circ} 36' 18''$ E, 20.10 ft to the twenty-third corner of the herein described Lot A in the southerly line of Elkins Lane; thence,
28. Along the southerly line of Elkins Lane, S $50^{\circ} 58' 42''$ W, 509.92 ft to the point of piece or BEGINNING.

Containing 67.29 Acres

Subject to any and all easements, grants, right-of-ways and any pertinent facts that are disclosed by a complete title search.

BOOK 3608 PAGE 539

Langan Engineering

STATE OF NEW JERSEY)
) ss.:
COUNTY OF MERCER)

Be it remembered, that on this 15th day of April 15th, 1987, in the County and State aforesaid, before me, the subscriber, a Notary Public authorized to take acknowledgments and proofs in said County and State, personally appeared RONALD BERMAN, the President of DKM PROPERTIES CORP., who I am satisfied is the person named in and who executed the foregoing instrument, and he did acknowledge that he was at the time of the execution thereof the President of DKM PROPERTIES CORP. and that he signed, sealed and delivered the same as the voluntary act and deed of the said corporation, by virtue of authority from the Board of Directors, for the uses and purposes therein expressed.

Ellen M. Gillespie
Ellen M. Gillespie
Attorney at Law of the
State of New Jersey

STATE OF NEW JERSEY)
) ss.:
COUNTY OF MIDDLESEX)

Be it remembered, that on this 15th day of April, 1987, in the County and State aforesaid, before me, the subscriber, a Notary Public authorized to take acknowledgments and proofs in said County and State, personally appeared J. J. Reich, the Vice President of JOHNSON & JOHNSON, who I am satisfied is the person named in and who executed the foregoing instrument, and he did acknowledge that he was at the time of the execution thereof the Secretary of JOHNSON & JOHNSON and that he signed, sealed and delivered the same as the voluntary act and deed of the said corporation, by virtue of authority from the Board of Directors, for the uses and purposes therein expressed.

Lorraine R. Sheard
LORRAINE R. SHEARD
Notary Public of New Jersey
My Commission Expires Feb. 25, 1992

006273

RECEIVED & RECORDED
APR 15 2 16 PM '87
BANK OF JERSEY
MIDDLESEX COUNTY CLERK
BOOK 3608 PAGE 534

-4-
BOOK 3608 PAGE 540

2704

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

Proposed by
DKM
John W. March, Esq.

133841
 RETURN TO

THIS AMENDED EASEMENT AGREEMENT dated this 7th day of March, 1995 between ARTKEN REALTY, L.L.C., a New Jersey limited liability company, with an office at c/o Silverline Building Products Corp., 207 Pond Avenue, Middlesex, New Jersey 08846 ("Artken") and DKM PROPERTIES CORP., a New Jersey corporation, with an office at 1009 Lenox Drive, P.O. Box 6540, Lawrenceville, New Jersey 08648 ("DKM").

WITNESSETH:

WHEREAS, on December 20, 1994 Artken purchased Lot 6.1 in Block 252, which Lot was 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 Johnson & Johnson, Artken's predecessor-in-interest, 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 534 ("Stormwater Easement Agreement"), which granted to DKM an easement across Lot 6.1 for the benefit of the DKM Property located on New Lot 1.1, New Lot 1.2 and New Lot 1.3 (formerly Lot 1) in Block 252 as shown on the Tax Map of the Township of North Brunswick ("DKM Property"); and

WHEREAS, in order for DKM to secure the full and complete enjoyment of its rights and privileges under the Stormwater Easement Agreement, DKM has requested and Artken has agreed to amend and supplement the Stormwater Easement Agreement as it relates to Lot 6.1 in Block 252 to confirm their understanding with respect to the location of any appurtenant outfall and piping crossing over, under, in or upon Lot 6.1 so that storm water from a detention pond or ponds to be located on the DKM Property may flow into Mill Brook and to further confirm the respective rights and obligations of DKM and Artken.

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. Artken hereby grants to DKM and its successors and assigns, a 20' non-exclusive perpetual easement or easements in, upon, on, under and through the Artken Property for the purpose of permitting DKM to construct, install, repair, reconstruct, maintain and replace pipes across the Artken Property so that storm water from a detention pond or ponds to be located on the DKM Property may flow into Mill Brook ("Stormwater Easement").
2. DKM represents and agrees that it shall construct the Stormwater Easement in accordance with a certain plan entitled "DeVry Technical Institute of New Jersey, grading, drainage and utilities plan, dated June 13, 1994, revised through February 15, 1995 (Drawing No. 21.01)" portions of which are attached hereto and incorporated herein as Exhibit A and described on Exhibit B attached hereto and incorporated herein. Artken approves the location of the pertinent outfall and piping in connection with the Stormwater Easement as shown on said plans. It is agreed that the location of the easements shall not interfere with the use of the Artken Property.
3. DKM shall have the right to enter and re-enter from time to time by its agents, servants and contractors on foot and with vehicles and machinery upon the Artken Property for the purpose of inspecting, maintaining, repairing and replacing the pipes in, over, under and upon the Stormwater Easement granted herein; provided, however, that DKM, its successors and assigns agree that by the acceptance of the easements granted hereunder, that it shall use reasonable efforts to avoid any unnecessary damage or disturbance to such property caused by DKM in the exercise of its rights shall be promptly repaired (reasonable wear and tear excepted) and such property shall be restored as nearly as possible to its prior condition, at the sole cost and expense of the party causing such damage or disturbance. For example, in the event any opening is made in the ground in connection with any of the purposes hereunder, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made. Any party causing such damage or disturbance shall be obligated to restore landscaping, as nearly as possible to its original condition, including resodding any grass or landscaping which was removed upon entry.
4. The Grantor does further grant and convey unto DKM during the period of initial construction for the Stormwater Easement as aforesaid and, if necessary to DKM for accomplishing any further construction, reconstruction, repair, maintenance, inspection, replacement or removal, during such further and future work, a temporary construction

RECEIVED/RECORDED
 MIDDLESEX COUNTY 03/10/95
 CONSIDERATION \$53.00
 DEED REC. FEE \$2.24
 INSTRUMENT DEED 3224
 1.00 TR 144E

BK 4224 PG 624

BK 4224 PG 624

R 3-10-95

easement extending 10 feet on either side of the Stormwater Easement with unobstructed right of entry from men, machinery, materials and equipment ("Temporary Easement Area"), and identified thereon as a temporary construction easement which property adjoins and is parallel and contiguous to the Stormwater Easement hereinabove described. DKM shall take such steps as may be reasonably necessary to insure the continued flow of traffic to Artken's Property during any construction. All work shall be completed with due diligence and without any undue delay after its commencement.

5. All work performed by any party 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 causes within the definition 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 such party. Except in the case of an emergency, any party performing work hereunder shall provide reasonable advance notice in writing to any affected party as to all such work to be performed. Upon completion of any such work, the party performing such work shall provide to any affected party a revised survey of such portion of the party's property showing the exact locations of any such work.

6. Each of the easements granted herein shall be subject to minor relocation as may be requested by the party upon whose property the easement area is located and shall be reasonably acceptable to all parties affected thereby. Any relocated easements shall provide substantially the same benefits as provided for herein and shall not interfere with the use, from time to time, of any portions of the Artken Property.

7. The parties hereto agree not to obstruct, impede or interfere, one with the other, in the reasonable use of the easements granted herein and Artken shall have the right to grant other easements across, over or through the easements granted herein provided same does not interfere with the rights granted herein to DKM.

8. Each party covenants to indemnify, hold harmless and to defend the other from any liability, claim, damage, loss, matter or suit whatsoever arising from the indemnifying party's use or the use by such party's successors, assigns, employees, agents, servants, tenants, guests, invitees and licensees of the Stormwater Easement or construction activities occurring in connection with the permanent or temporary construction easements granted herein.

9. DKM shall carry public liability insurance naming Artken as additional insured and insuring against personal injury and property damage in the amount of \$3,000,000 for personal injury to one or more persons arising out of a single incident and \$3,000,000 for property damage within the Stormwater Easement and any other easement areas created hereby, which injury or damage shall occur in connection with the construction of the Stormwater Easement. The amount of public liability insurance maintained by DKM may be changed from time to time by written agreement of the parties. DKM shall provide certificates to Artken, evidencing the insurance coverage required herein, prior to the commencement of any activities by DKM or its respective employees, agents or contractors therein.

10. DKM's use of the easement or easements granted herein is subject to all applicable laws, ordinances, regulations and existing matters of record.

11. Each party shall do, execute, acknowledge and deliver all and every such other or further act, instrument, or document as any other party to this Easement Agreement may reasonably request in order to carry out the intent or purposes of this Easement Agreement.

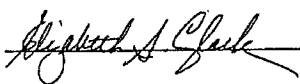
12. The easement granted herein shall run with the land and this Easement Agreement shall be binding upon the parties hereto and their respective successors and assigns.

13. This document shall supersede the Stormwater Easement Agreement.

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed as of the day and year first above written.

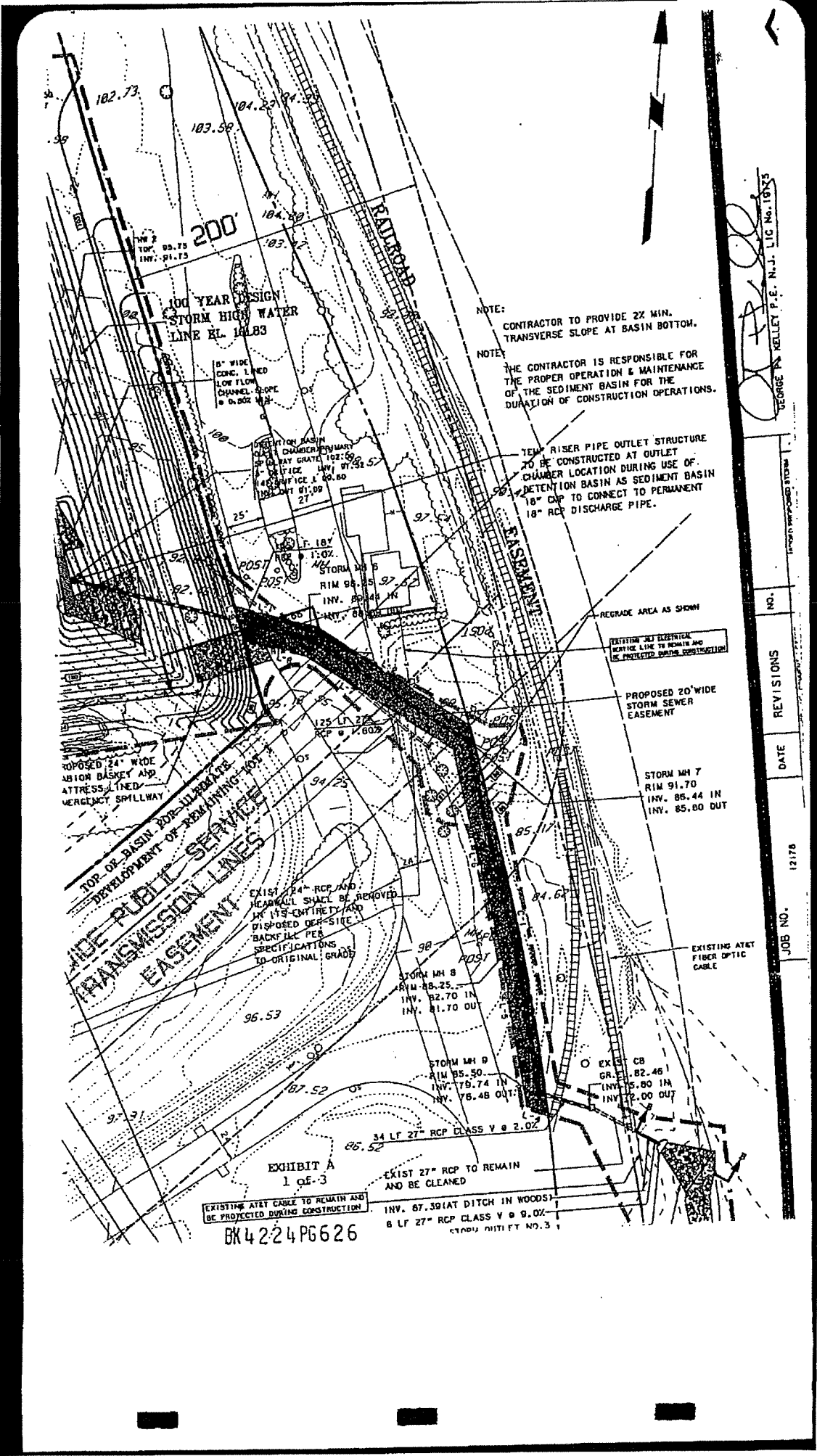
WITNESS:

ARTKEN REALTY, L.L.C.



By:


Arthur Silverman, Member



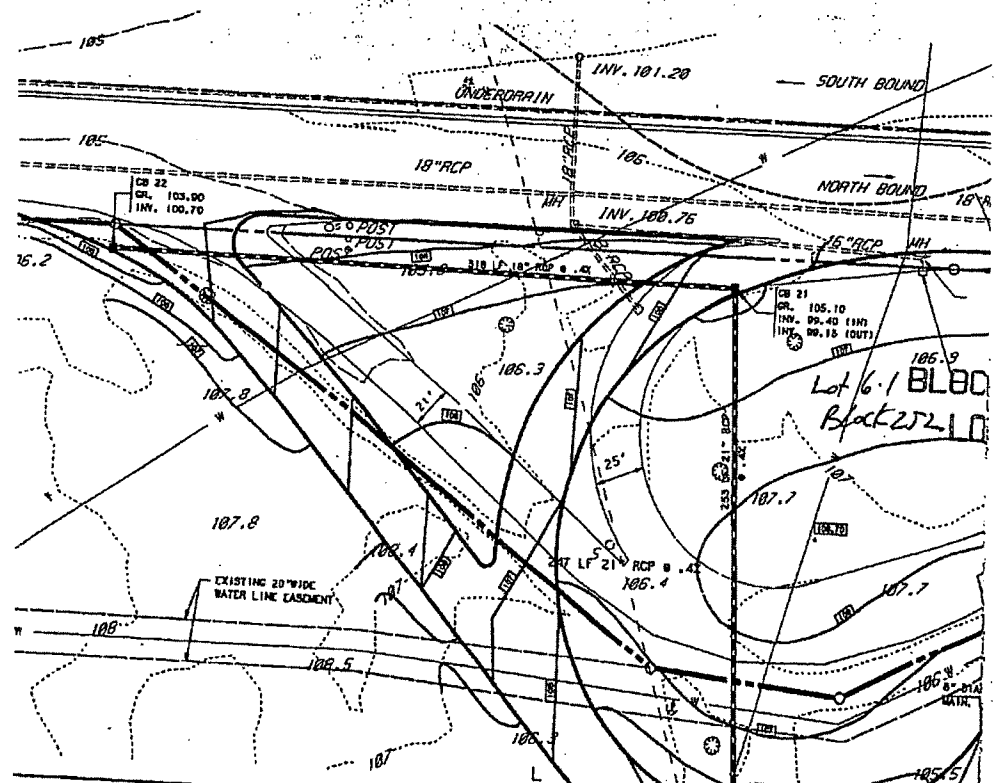
GEORGE R. KELLEY P.E. N.J. LIC No. 10933

NO.	REVISIONS	DATE	JOB NO.
			12178

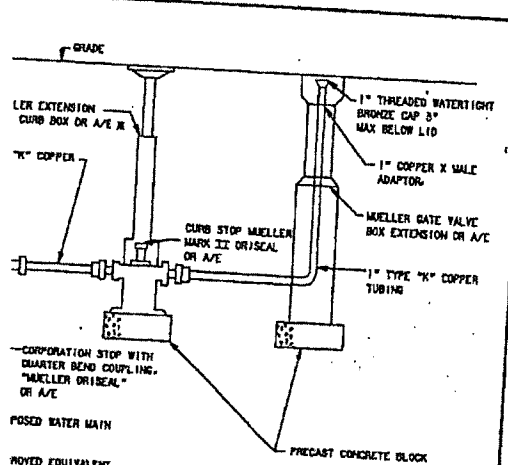
EXHIBIT A
1 of 3

EXISTING AT&T CABLE TO REMAIN AND BE PROTECTED DURING CONSTRUCTION

BK 4224 PG 626

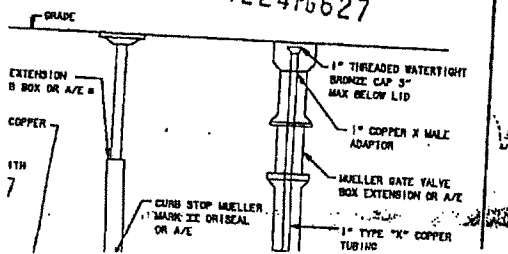


Lot 6.1 BL80
Block 25210



RELEASE VALVE ASSEMBLY

BK 4224 PG 627



- NOTES:
1. PIPE CROSSINGS WITH LESS THAN CLEARANCE SHALL BE ENCASED IN CONCRETE.
 2. SANITARY SEWERS AND WATER SHALL BE SEPARATED AT LEAST HORIZONTALLY OR 18" VERTICALLY.
 3. CONTRACTOR SHALL COORDINATE INSTALLATION OF P.V.C. SLEEVE FOR IRRIGATION SYSTEM WITH IRRIGATION SUBCONTRACTOR.
 4. THE CONTRACTOR SHALL VERIFY ACTUAL LOCATIONS OF ALL EXISTING UTILITIES AND OTHER SUBSURFACE STRUCTURES BY MEANS OF THE INVESTIGATION. CALL FOR MAINS AS REQUIRED.
 5. EXISTING UTILITY LINES THAT PREVIOUSLY ABANDONED SHALL BE REMOVED TO LIMITS NECESSARY TO CONSTRUCT PROPOSED IMPROVEMENTS. PORTIONS ARE TO BE ABANDONED.
 6. EXISTING BITUMINOUS PAVEMENT DESTROYED FOR UTILITY OR SEWER LINE INSTALLATION AND PIPE REMOVAL SHALL BE REPAIRED PER THE DETAIL.

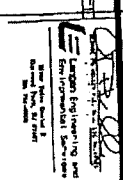
Handwritten: 2043

PROPOSED STORM SEWER EASEMENT

Course Bearing Distance

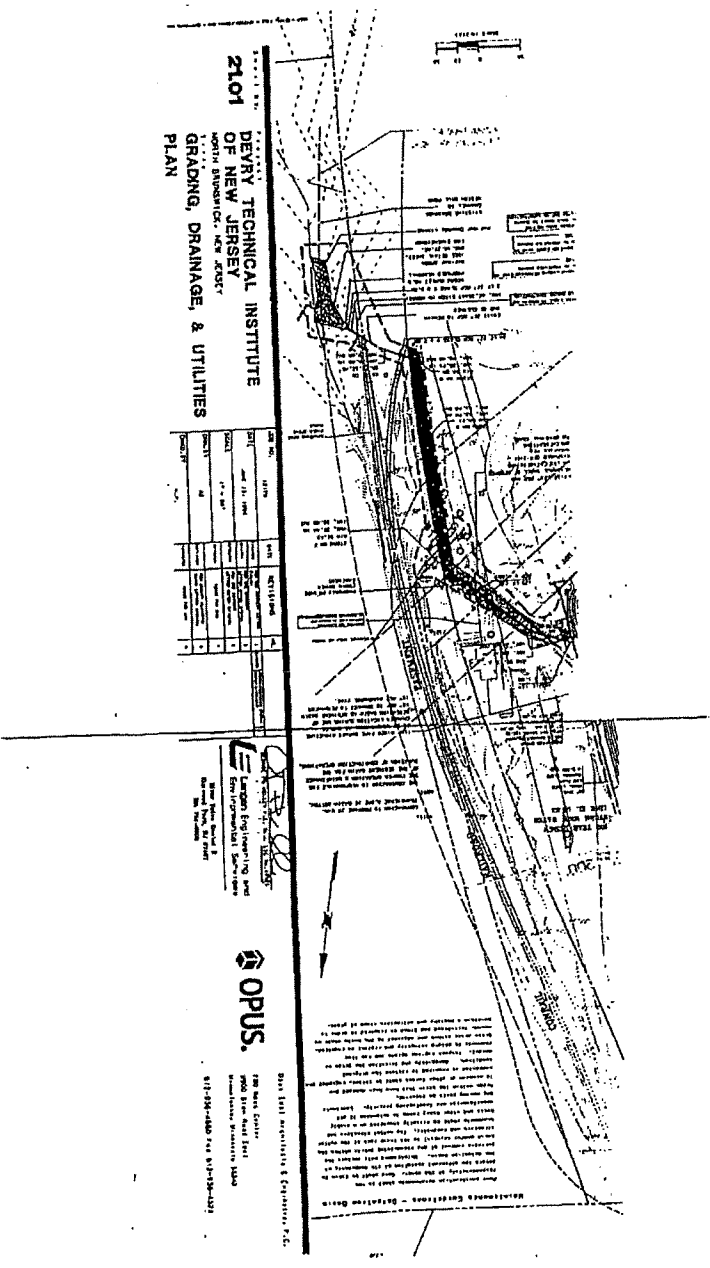
2101
DEVRY TECHNICAL INSTITUTE
OF NEW JERSEY
 NORTH BAVENOCK, NEW JERSEY
GRADING, DRAINAGE, & UTILITIES
PLAN

NO.	DATE	DESCRIPTION
1	11/11/88	PRELIMINARY
2	1/14/89	REVISED
3	2/1/89	REVISED
4	2/1/89	REVISED
5	2/1/89	REVISED
6	2/1/89	REVISED
7	2/1/89	REVISED
8	2/1/89	REVISED
9	2/1/89	REVISED
10	2/1/89	REVISED


 James J. Devry
 State of New Jersey
 No. 12345
 Exp. 12/31/92


OPUS

200 West Center
 1000 West Main Street
 Mount Pleasant, Missouri 64586
 816-264-4400 fax 816-264-4402



DESCRIPTION OF PROPOSED
20 FOOT WIDE STORM SEWER
EASEMENT ACROSS BLOCK 252 LOT 6.1
NORTH BRUNSWICK TOWNSHIP
MIDDLESEX COUNTY, NEW JERSEY

Commencing at the intersection of the northerly line of Block 252 Lot 6, the northeasterly corner of Block 252 Lot 7, and the southerly line of Block 252 Lot 1.2, the following courses and distances;

- A. Along the northerly line of Block 252 Lot 6, North 43 degrees 23 minutes 42 seconds West for a distance of 442.97 feet to a point; thence,
- B. Along the westerly line of Block 252 Lot 6, North 21 degrees 31 minutes 26 seconds West for a distance of 51.77 feet to the point and place of beginning.
- 1) North 21 degrees 31 minutes 26 seconds West for a distance of 23.45 feet to a point; thence,
- 2) South 80 degrees 04 minutes 03 seconds East for a distance of 60.52 feet to a point; thence,
- 3) South 61 degrees 03 minutes 52 seconds East for a distance of 120.10 feet to a point; thence,
- 4) Along a curve to the right having a radius of 1860.08 feet and an arc length of 270.87 feet, being subtended by a chord of South 15 degrees 25 minutes 50 seconds East for a distance of 270.83 feet to a point; thence,
- 5) North 78 degrees 00 minutes 03 seconds West for a distance of 15.06 feet to a point; thence,
- 6) North 13 degrees 13 minutes 37 seconds West for a distance of 108.03 feet to a point; thence,
- 7) North 16 degrees 52 minutes 04 seconds West for a distance of 140.26 feet to a point; thence,
- 8) North 61 degrees 03 minutes 52 seconds West for a distance of 118.51 feet to a point; thence,
- 9) North 80 degrees 04 minutes 03 seconds West for a distance of 44.94 feet to the point and place of beginning.

Encompassing an area of 0.17 acres.

\\data\survey\12178\exam01.jpg
Revised 2-23-85

Exhibit B (page 1 of 2)

BK 4224 PG 629

**DESCRIPTION OF PROPOSED
20 FOOT WIDE STORM SEWER
EASEMENT ACROSS BLOCK 252 LOT 6.1
NORTH BRUNSWICK TOWNSHIP
MIDDLESEX COUNTY, NEW JERSEY**

Commencing at the intersection of the southerly line of U.S. Route 1, the westerly line of Block 252 Lot 6.1 and the easterly line of Block 252 Lot 1.1, the following course and distance; thence,

- A) Along said easterly line, South 63 degrees 06 minutes 13 seconds East for a distance of 3.73 feet to a point; thence,
 - 1) North 83 degrees 16 minutes 57 seconds East for a distance of 326.80 feet to a point; thence,
 - 2) South 11 degrees 03 minutes 43 seconds East for a distance of 195.76 feet to a point; thence,
 - 3) South 87 degrees 02 minutes 50 seconds West for a distance of 20.20 feet to a point; thence,
 - 4) North 11 degrees 03 minutes 43 seconds West for a distance of 174.37 feet to a point; thence,
 - 5) South 83 degrees 16 minutes 57 seconds West for a distance of 278.18 feet to a point; thence,
 - 6) North 63 degrees 06 minutes 13 seconds West for a distance of 38.13 feet to the point and place of beginning.
- Encompassing an area of 0.22 acres.

[Data Survey] 12178wmsd2.4g
Revised 2-23-95

Exhibit B (page 2 of 2)

BK 4224 PG 630

WITNESS:

ARTKEN REALTY, L.L.C.

Stephen J. Gluck

By: Kenneth Silverman
Kenneth Silverman, Member

ATTEST:

DKM PROPERTIES CORP.

Garey N. Maletta
Garey N. Maletta, Assistant Secretary

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

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

Be it remembered, that on this 7th day of March, 1995, in the County and State aforesaid, before me, the subscriber, a Notary Public authorized to take acknowledgments and proofs in said County and State, personally appeared Donald M. Slaght, the Vice President of DKM PROPERTIES CORP., who I am satisfied is the person named in and who executed the foregoing instrument, and he did acknowledge that he was at the time of the execution thereof the Vice President of DKM PROPERTIES CORP. and that he signed and delivered the same as the voluntary act and deed of the said corporation, by virtue of authority from the Board of Directors, for the uses and purposes therein expressed.

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

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 8, 1999

END OF DOCUMENT

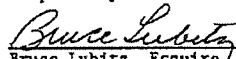
END OF DOCUMENT

Record & Return TC 13799
TRANS-COUNTY TITLE AGENCY, INC.
P. O. Box 675
New Brunswick, NJ 08903

RETURN TO 

DKM19

Prepared by:


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

R 4-15-87

determine. The parties hereto undertake and agree to obtain a metes and bounds description of the J&J Roads and to hereafter amend this Easement Agreement by more particularly describing the J&J Roads.

2. The easement granted herein shall be appurtenant to the DKM Property and shall be utilized for ingress to and egress from the DKM Property by the owners of the DKM Property and their respective employees, agents, servants, tenants, invitees or licensees.

3. The parties hereto agree not to obstruct, impede or interfere, one with the other, in the reasonable use of said easement.

4. J&J reserves to itself and its successors and assigns the right to use the J&J Roads for ingress to property retained by J&J on both sides of Route 1.

5. The J&J Roads shall be maintained by J&J; provided, however, that the costs of maintenance shall be shared by J&J and DKM based upon a ratio established by car counts to determine the number of cars utilizing the J&J Roads for J&J or DKM purposes, as the case may be. Such car counts shall be conducted at least once annually (for a period of at least three days) by a licensed traffic engineer and the cost of such car counts shall be included as a maintenance expense. In no event shall J&J be required to expand the J&J Roads to accommodate increased traffic volume due to DKM's development of the DKM Property; provided, however, that if as a result of development of the DKM Property the J&J Roads need to be widened to accommodate the increased traffic, then and in that event J&J shall provide such additional easements as are reasonably necessary for such road widening and such road widening shall be at DKM's expense.

6. Neither J&J nor DKM shall be under any obligation to widen the underpass connecting the J&J Roads from either side of U.S. Route 1.

7. If either party hereto fails to perform any act or make any payment which that party is obligated to perform or make pursuant to the terms of this Easement Agreement (such party being referred to as the "Obligated Party"), then the other party hereto may (but shall not be obligated to) without waiving or releasing any rights or claims which it may have against the Obligated Party, perform any such act or make any such payment in such manner and to such extent as is necessary and consistent with the Obligated Party's obligations hereunder.

8. Each party covenants to indemnify, hold harmless and to defend the other from any liability, claim, damage, matter or suit whatsoever arising from either's use of the J&J Roads.

9. Each party's use of the J&J Roads shall be subject to all applicable laws, ordinances, regulations and existing matters of record.

10. Each party shall do, execute, acknowledge and deliver all and every such other or further act, instrument, or document as any other party to this Easement Agreement may reasonably request in order to carry out the intent or purposes of this Easement Agreement.

11. The easement granted herein shall run with the land and this Easement Agreement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed as of the day and year first above written.

ATTEST:

R. L. Zocco
Assistant Secretary
R. L. Zocco

ATTEST:

George D. Manuka
ASST. Secretary

Johnson & Johnson

By: Donald P. Becker
V.P. DONALD P. BECKER

DKM Properties Corp.

By: Ronald Bertran
Ronald Bertran, President

EXHIBIT A

BEGINNING at a monument found at the intersection of the southerly line of Elkins Lane and the easterly line of Milltown Road all as shown on a map entitled "Subdivision of the Lands of C.W. Kuhlthau" filed in the Middlesex County Clerk's Office July 5, 1928 as Map No. 1232½ in File No. 690 and running thence,

1. Along the extension of the easterly line of Milltown Road, crossing Elkins Lane, N 01° 08' 42" E, 100.25 ft to a bend; thence,
2. Along the same N 05° 37' 18" W, 30.00 ft to its intersection with the easterly line of the southeast ramp connecting Milltown Road to N.J. State Highway Rt. 1; thence,
3. Along said ramp N 02° 17' 26" W, 276.40 ft to a point of curve; thence,
4. Along the same, northerly on a curve to the right having a radius of 590.00 ft, an arc distance of 98.33 ft to a point of compound curvature; thence,
5. Along the same, northeasterly on a curve to the right having a radius of 290.00 ft, an arc distance of 72.90 ft to a point of compound curvature; thence,
6. Along the same, northeasterly on a curve to the right having a radius of 590.00 ft, an arc distance of 98.33 ft to the point of tangency of said curve; thence,
7. Along the same, N 31° 12' 34" ^EW, 238.44 ft to a point of curvature; thence,
8. Along the same, northeasterly on a curve to the right having a radius of 590.00 ft, an arc distance of 71.05 ft to a point of compound curvature; thence,
9. Along the same, northeasterly on a curve to the right having a radius of 290.00 ft, an arc distance of 81.38 ft to a point of compound curvature; thence,

10. Along the same, northeasterly on a curve to the right having a radius of 490.00 ft, an arc distance of 240.74 ft to the point of tangency of said curve in the southerly right-of-way line of N.J. State Highway Route 1 & 9; thence,
11. Along said southerly line N 82° 19' 58" E, 461.00 ft to a bend; thence,
12. Along the same, N 81° 11' 13" E, 50.01 ft to a bend; thence,
13. Continuing along the same N 82° 19' 58" E, 195.00 ft to a point; thence,
14. Through Tax Map Lot 1 Block 252 S 63° 06' 13" E, 350 ft to a point; thence,
15. Through the same, N 87° 02' 50" E, 99.79 ft to a point; thence,
16. Through the same, N 56° 40' 27" E, 180.00 ft to a point; thence,
17. Through the same N 67° 16' 20" E, 104.61 ft to a point; thence,
18. Continuing through Tax Map Lot 1, Block 252 N 82° 16' 10" E, 697.64 ft to a point; thence,
19. Through the same, S 21° 31' 26" E, 576.06 ft to a point in the northeasterly line of the Public Service Electric & Gas Company Right of Way; thence,
20. Along said right of way S 43° 23' 42" W, 442.97 ft to a corner of property of Public Service Electric & Gas Company; thence,
21. Along the northwesterly line of said property S 52° 27' 42" W, 1523.27 ft. to its intersection with the extension of the northeasterly line of Lot 80 as shown on a map entitled "Subdivision of the Herbert Tract" filed in the Middlesex County Clerk's Office as Map No. 914 in File No. 456; thence,
22. Along the northeasterly outside line of said filed Map No. 914 and along the northeasterly outside line of the aforementioned filed Map No. 1232½ N 44° 36' 18" W, 1211.04 ft to the northeast corner of said map, said corner also being the

southeast corner of property N/F of the Boro of Milltown recorded in Book 2549,
Pg. 750; thence,

23. Along the southeasterly line of said property N 50° 58' 42" E, 20.00 ft to a point;
thence,
24. Along the northeasterly line of said property N 39° 01' 18" W, 40.00 ft to a point;
thence,
25. Along the northwesterly line of said property, S 50° 58' 42" W, 21.96 ft to a point;
thence,
26. Along the southwesterly line of said property, S 39° 01' 18" E, 20.00 ft to a bend;
thence,
27. Along the same and along the northeasterly terminus of Elkins Lane, S 44° 36'
18" E, 20.10 ft to the twenty-third corner of the herein described Lot A in the
southerly line of Elkins Lane; thence,
28. Along the southerly line of Elkins Lane, S 50° 58' 42" W, 509.92 ft to the point of
place or BEGINNING.

Containing 67.29 Acres

Subject to any and all easements, grants, right-of-ways and any pertinent facts that
are disclosed by a complete title search.

BOOK 3608 PAGE 546

Langan Engineering

STATE OF NEW JERSEY)
) ss.:
COUNTY OF MERCER)

Be it remembered, that on this 15th day of April, 1987, in the County and State aforesaid, before me, the subscriber, a Notary Public authorized to take acknowledgments and proofs in said County and State, personally appeared RONALD BERMAN, the President of DKM PROPERTIES CORP., who I am satisfied is the person named in and who executed the foregoing instrument, and he did acknowledge that he was at the time of the execution thereof the President of DKM PROPERTIES CORP. and that he signed, sealed and delivered the same as the voluntary act and deed of the said corporation, by virtue of authority from the Board of Directors, for the uses and purposes therein expressed.

Ellen M. Gillespie
Ellen M. Gillespie
Attorney at Law of the
State of New Jersey

STATE OF NEW JERSEY)
) ss.:
COUNTY OF MIDDLESEX)

Be it remembered, that on this 15th day of April, 1987, in the County and State aforesaid, before me, the subscriber, a Notary Public authorized to take acknowledgments and proofs in said County and State, personally appeared ^{Donald} ~~Donald~~ ~~Heidrich~~, the Vice President of JOHNSON & JOHNSON, who I am satisfied is the person named in and who executed the foregoing instrument, and he did ^{Vice President} ~~did~~ acknowledge that he was at the time of the execution thereof the ^{Assistant} ~~Assistant~~ Secretary of JOHNSON & JOHNSON and that he signed, sealed and delivered the same as the voluntary act and deed of the said corporation, by virtue of authority from the Board of Directors, for the uses and purposes therein expressed.

000274

RECEIVED & RECORDED
Apr 15 2 16 PM '87
RANE, 4, 10, 15, 20, 25, 30, 35, 40, 45, 50, 55, 60, 65, 70, 75, 80, 85, 90, 95, 100
MIDDLESEX COUNTY, NEW JERSEY
BOOK 3608 PAGE 541

Lorraine R. Sheard
LORRAINE R. SHEARD
Notary Public of New Jersey
My Commission Expires Feb. 25, 1992

BOOK 3608 PAGE 547

27ctt

RECEIVED/RECORDED
MIDDLESEX COUNTY 03/10/95 102256
CONSIDERATION 1.00 TAX 1.00
DEED REC. FEE \$43.00
INSTRUMENT DEED 3222 NAME SS

Prepared By:

Gary M. Maletta
Gary M. Maletta, Esq.

RESTATED AND AMENDED EASEMENT AGREEMENT

THIS AMENDED EASEMENT AGREEMENT dated this 7th day of March, 1995, between JOHNSON & JOHNSON, a New Jersey corporation, with an office at One Johnson & Johnson Plaza, New Brunswick, New Jersey 08903 ("J&J") and DKM PROPERTIES CORP., a New Jersey corporation, with an office at 1009 Lenox Drive, P.O. Box 6540, Lawrenceville, New Jersey 08648 ("DKM").

WITNESSETH:

WHEREAS, on April 15, 1987, 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 ("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 B), 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, on December 20, 1994, J&J sold Lot 6.1 (formerly Lot 6) in Block 252 to Artken Realty, L.L.C. ("Artken"), which contains a portion of the J&J Roads, containing the northbound access point to U.S. Route 1. DKM and Artken will enter in a separate restated and amended easement agreement for Lot 6.1 in Block 252; and

WHEREAS, pursuant to the Easement Agreement access to and from U.S. Route 1 South is to be provided to the DKM property in Lot 1.1, Lot 1.2 and Lot 1.3 in Block 252 ("DKM Property") through an access point which is part of the J&J Roads and which is located on property retained by J&J and designated on the North Brunswick Township Maps as Lot 28, Block 194 (southbound access point) ("J&J Property"); and

WHEREAS, DKM has obtained various governmental permits and approvals to construct on the DKM Property (which has been approved for subdivision into three (3) lots to be known as Lots 1.01, 1.02 and 1.03, Block 252) 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, pursuant to the State Highway Access Management Act, N.J.S.A. 27:7-89 et seq., which was enacted in 1989, and the Access Code promulgated thereunder and adopted in April 1992 (N.J.S.A. 16:47-1.1 et seq.), either the owner of property where access is sought or a party to whom the owner has given a Power of Attorney Authorization, may apply to NJDOT for a permit to utilize an access point; and

WHEREAS, in order for DKM to secure the full and complete enjoyment of its rights and privileges under the Easement Agreement, DKM has requested that J&J amend and supplement the Easement Agreement to, inter alia, more particularly describe the J&J Roads and the lots over which DKM, and its successors and assigns, and their respective employees, agents, servants, tenants, invitees or licensees, have "ingress to and egress from the DKM Property to U.S. Route 1" and which DKM may widen "to accommodate the increased traffic" due to DKM's development of the DKM Property"; and

WHEREAS, it is intended that DKM will convey a portion of the DKM Property known as New Lot 1.2 in Block 252 as shown on the Tax Map of the Township of North Brunswick ("Keller Tract") to Keller Graduate School of Management, Inc. ("Keller"), One Tower Lane, Suite 1000, Oakbrook Terrace, Illinois 60181; and

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

BK 4 224 PG 593

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:

1. J&J hereby grants to DKM and its successors and assigns, and their respective employees, agents, servants, tenants, sub-tenants, guests, invitees or licensees, a perpetual and non-exclusive easement through and across (a) those portions of the J&J Roads on Lot 20, Lot 28 and Lot 29.03 and (b) the access point to U.S. Route 1 located on J&J Property (Lot 28, Block 194) (hereinafter the "Access Point") described on the Off-Site Roadway Improvement Plan prepared by Langan Engineering dated January 29, 1993 and last revised September 22, 1994 ("Off-Site Roadway Improvement Plan"), a true copy of which plan is annexed hereto and made a part hereof as Exhibit "B" for the purpose of providing motor vehicles of any description and pedestrians ingress to and egress from the DKM Property to and from U.S. Route 1. The parties understand and agree that DKM, its successors and assigns, shall connect the DKM Property or portions thereof to the J&J Roads with driveways and/or roads situated at such locations as shown on Exhibit "B" or at such other locations as DKM and J&J shall mutually reasonably determine. The parties hereto undertake and agree to obtain a revised metes and bounds description of the J&J Roads, at the sole cost of DKM, and to hereafter amend this Amended Easement Agreement by more particularly describing the J&J Roads.

2. J&J hereby further grants to DKM, and its successors and assigns, and their respective employees, agents, servants, tenants, sub-tenants, guests, invitees or licensees, a temporary and non-exclusive easement over, under and upon those portions of the lots owned by J&J and on which the J&J Roads are located (i.e., Lots 20, 28 and 29.03, Block 194) in proximity to the improvements shown on Exhibit "B" for the purpose of constructing the improvements to the J&J Roads described in Paragraph 3 of this Amended Easement Agreement and performing any grading or other work incidental to the completion of these improvements provided that the performance of such work at no time prevents and shall not unreasonably interfere with access to such Lots. Upon completion of all contemplated improvements shown on Exhibit B to the satisfaction of the appropriate regulatory authority or authorities, DKM agrees to execute a document terminating this construction easement.

3. In connection with the development of the DKM and Keller Tracts, and in accordance with that certain Developer Agreement entered into on or about February 28, 1995 between the State of New Jersey, Department of Transportation and DKM ("NJDOT Developer's Agreement"), a copy of which has hereto been furnished to J&J, DKM will be required to perform certain road widening of U.S. Route 1 as shown on the "Offsite Roadway Improvements" map prepared by Langan Engineering dated January 29, 1993 revised through September 22, 1994, drawing no. DA-1, a copy of which is annexed hereto as Exhibit "B". J&J, for itself and on behalf of its successors and assigns, hereby agrees to dedicate and convey to the State of New Jersey those lands on Lots 20, 28 and 29.03 in Block 194 and access rights on Lot 28 in Block 194 needed for the aforesaid highway improvements upon completion of the construction and prior to the acceptance of the construction work by the State of New Jersey. The dedication and conveyance of lands and access rights by J&J or its successors and assigns shall be in fee simple absolute by bargain and sale deed with covenants against grantor's acts free and clear of all liens and encumbrances except easements and restrictions of record. The deeds for the conveyance of lands and access rights described above shall otherwise comply with the requirements set forth in N.J.A.C. 16:47-4.20. DKM will prepare any required documents at its cost. J&J agrees to furnish a letter to the Clerk of the Township of North Brunswick pursuant to N.J.S.A. 39:5A-1 requesting that the provisions of subtitle 1, Title 39 shall be made applicable to the private access road owned by J&J. In accordance with N.J.S.A. 39:5A-1 such written request shall contain the name and post office address of J&J and shall designate with reasonable accuracy the private access roads to be used by vehicular traffic. The request must come directly from the Board of Directors of J&J or its duly authorized Finance Committee supported by a unanimous consent or other resolution.

DKM shall, at its own cost, enter into those portions of the lots owned by J&J on which the J&J Roads and Access Point is located, to construct the access improvements described on Exhibit "B", in accordance with the temporary construction easement granted in paragraph 2 above. DKM shall indemnify, hold harmless and defend J&J from any liability, claim, damage, matter or suit whatsoever resulting from DKM's failure to perform under the NJDOT Developer's Agreement.

4. If, as and when DKM constructs the improvements to the J&J Roads described on Exhibit "B", DKM shall be deemed to have simultaneously granted to J&J and Permacel (the owner of Lot 29.01, Block 194), and their successors and assigns, and their respective

employees, agents, servants, tenants, subtenants, guests, invitees or licensees, a perpetual and non-exclusive easement through and across the portions of the DKM Property on which such improvements are constructed for the purpose of providing motor vehicles of any description and pedestrians ingress to and egress from the DKM Property to and from U.S. Route 1. If, as and when the construction of each phase of the improvements to the J&J Roads described on Exhibit "B" is completed, the definition of the J&J Roads shall be deemed modified to incorporate each such improvement to this private roadway system.

5. J&J hereby agrees, at no cost to J&J, to cooperate with DKM, or Keller, as DKM's successor to Lot 1.2, in connection with obtaining Access Permits from the NJDOT for additional traffic to use the Access Points to and from U.S. Route 1 generated by development of the DKM Property or the Keller Property. Such cooperation shall include J&J's agreement to promptly (i.e. 10 calendar days) execute and deliver any documents required by the NJDOT to issue the Access Permits, or such substitutions therefore as required by the NJDOT provided same shall be acceptable to J&J, which approval shall not be unreasonably withheld or delayed.

6. Attached hereto as Exhibit "C" is the chart DKM submitted to the NJDOT describing the size and type (e.g., office, light industrial, etc.) of each building(s) located on each such tax lot owned by J&J and Permacer (Lot 28.01 in Block 194) and projecting the total two-way traffic volumes that the buildings currently located on the lots utilizing the Access Points would generate if they were being fully utilized based upon the ITE (5th Edition) average trip generation rates for the applicable land use(s). J&J will diligently pursue, execute and deliver to NJDOT Access Permits consistent with Exhibit "C" when J&J receives the approved Access Permits from the NJDOT.

7. Except for the modifications to be made by DKM pursuant to Exhibit B, any road widening or expansion required by any parties hereto within the J&J Roads shall be subject to the reasonable approval of all other affected parties and any applicable governmental authorities and shall be at the sole cost and expense of the party which requires such widening or expansion. J&J shall not subdivide or consolidate Lot 28, Block 194 unless and until it has obtained a Permit from the NJDOT which preserves the rights of the owners and occupants of Lots 1.1 and 1.2, Block 252 to utilize the Access Point for ingress and egress to and from Lots 1.2 and 1.2, Block 252 to and from U.S. Route One.

8. The easement granted herein shall be appurtenant to the DKM Property and J&J Property and shall be utilized for ingress to and egress from the DKM Property and J&J Property or portions thereof by the owners of all or portions of the DKM Property and J&J Property, their successors and assigns, and their respective employees, agents, servants, tenants, invitees or licensees.

9. The parties hereto agree not to obstruct, impede or interfere, one with the other, in the reasonable use of said easement.

10. J&J reserves to itself and its successors and assigns the right to use the J&J Roads for ingress to properties owned by J&J or its successors and assigns on both sides of U.S. Route 1.

11. ~~J&J and DKM acknowledge that the Easement Agreement provided that~~ Neither J&J, DKM nor any of their successors or assigns shall be under any obligation to widen the underpass connecting the J&J Roads from either side of U.S. Route 1. ~~Notwithstanding, Arken as a condition to confirming its obligations under the Easement Agreement is requiring that DKM widen the underpass to accommodate an additional travel lane to the J&J Roads pass under U.S. Route One. This Amended and Rectified Easement Agreement is not dispositive and does not constitute a waiver of any parties rights or obligations relating to the modifications to the bridge abutment at the underpass on the J&J Roads under U.S. Route 1 required by the Easement Agreement between DKM and Arken dated on or about the date hereof.~~ from one to the other

12. If any party hereto fails to perform any act or make any payment which that party is obligated to perform or make pursuant to the terms of this Amended Easement Agreement (such party being referred to as the "Obligated Party"), then the other party hereto may (but shall not be obligated to) without waiving or releasing any rights or claims which it may have against the Obligated Party, perform any such act or make any such payment in such manner and to such extent as is necessary and consistent with the Obligated Party's obligations hereunder.

13. Each party covenants to indemnify, hold harmless and to defend the other from any liability, claim, damage, matter or suit whatsoever arising from the indemnifying party's,

its employees, agents, servants, guests and invitees use of the J&J Roads or construction activities occurring in connection with the permanent or temporary construction easement granted herein.

14. Each party's use of the J&J Roads shall be subject to all applicable laws, ordinances, regulations and existing matters of record.

15. Each party shall do, execute, acknowledge and deliver all and every such other or further act, instrument or document as any other party to this Amended Easement Agreement may reasonably request in order to carry out the intent or purposes of this Amended Easement Agreement.

16. All notices and demands which are required to be or are permitted by the terms of this Amended Easement Agreement shall be given in writing, whether herein specified or not, and shall be sent by U.S. Registered or Certified Mail, postage paid, or by overnight courier, which provides proof of delivery, addressed to the parties as follows:

To J&J:

Johnson & Johnson
One Johnson & Johnson Plaza
New Brunswick, NJ 08933
Attn: Marianne Yorke, Director/Real Estate Services

To DKM:

DKM Properties Corp.
Princeton Pike Corporate Center
1009 Lenox Drive, P.O. Box 6540
Lawrenceville, NJ 08648
Attn: Corporate Counsel

and

Sterns & Weinroth
50 West State Street
P.O. Box 1298, Suite 1400
Trenton, NJ 08607-1298
Attn: Frank J. Petrino, Esq.

Said addresses and the names of the parties to whom notices are to be sent may be changed from time to time by either party or by an assignee or successor of either of them by the giving of written notice to the other sent as above provided.

17. The easement granted herein shall run with the land and the terms and provisions of this Amended Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

18. This Amended Easement Agreement supersedes the Easement Agreement. J&J and DKM acknowledge that they, among other parties, are about to enter into a reciprocal easement and utility agreement which after it is fully executed and recorded shall supersede paragraph 7 herein and further govern in the event of any inconsistency between such agreement and this Amended Easement Agreement.

19. The Recitals to this Amended Easement Agreement are incorporated herein and made a part hereof.

20. This Amended Easement Agreement has been mutually negotiated between the parties. Therefore, no party shall be deemed to be the drafter of this Amended Easement Agreement if any issue is raised with regard to its interpretation.

IN WITNESS WHEREOF, the parties have caused this Amended Easement Agreement to be executed as of the day and year first above written.

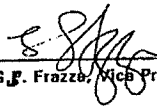
ATTEST:

JOHNSON & JOHNSON



P.S. Galloway, Secretary

By:



G.F. Frazze, Vice President

Record & Return/TC-13799
MANS-COUNTY TITLE AGENCY, INC.
P. O. Box 675
New Brunswick, NJ 08903 2.

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").

WITNESSETH:

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.

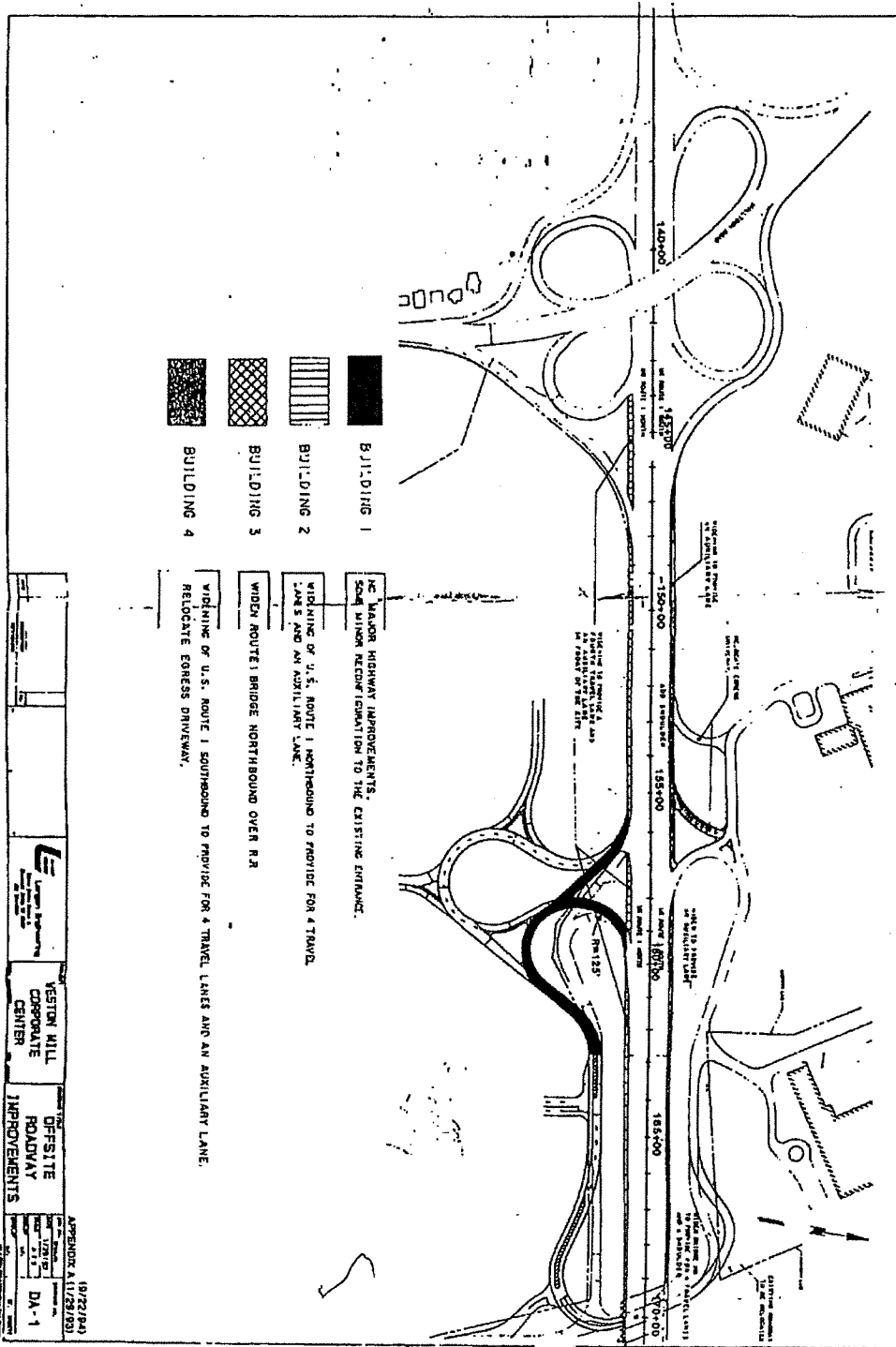
NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars, each in hand paid to the other and in consideration of the mutual covenants and easements herein contained, it is agreed as follows:





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

BK 4224 PG 597



-  BUILDING 1
-  BUILDING 2
-  BUILDING 3
-  BUILDING 4

- NO MAJOR HIGHWAY IMPROVEMENTS, SOME MINOR RECONFIGURATION TO THE EXISTING ENTRANCE.
- WIDENING OF U.S. ROUTE 1 NORTHBOUND TO PROVIDE FOR 4 TRAVEL LANES AND AN AUXILIARY LANE.
- WIDEN ROUTE 1 BRIDGE NORTHBOUND OVER R.R.
- WIDENING OF U.S. ROUTE 1 SOUTHBOUND TO PROVIDE FOR 4 TRAVEL LANES AND AN AUXILIARY LANE. RELOCATE FORESS DRIVEWAY.

		WESTON HILL CORPORATE CENTER		OFFSITE ROADWAY IMPROVEMENTS	
DATE	BY	SCALE	PROJECT NO.	DATE	BY
11/28/93	DA-1				

19/72/P43
 APPENDIX A (1/28/93)

**TOTAL DRIVEWAY TRAFFIC VOLUMES
NORTHBOUND AND SOUTHBOUND ROUTE 1
J & J ACCESS DRIVEWAYS**

Revised: 1-23-95
12-9-94
12217

Based on ITE Trip Generation Manual Rates 5th Edition

(A)	Weston Mill Development	100,000 SF 693,000 SF	School Office
(B) *	J&J Properties * & Arken Properties *	380,258 SF 125,901 SF 636,000 SF 1,000 SF 4,287 SF	Office Research Light Manufacturing Training Center Mechanical
(C)	Pamcel	62,000 SF 76,500 SF 110,000 SF	Office Warehouse Manufacturing

*These figures are aggregate and the breakdown by Lot appears on Table I (page 3 of 8) and Table III-A (page 6 of 8) of this Exhibit

			Northbound Route 1 Access	Southbound Route 1 Access
AM Peak Hour	(A)	1,538	702	936
	(B)	1,333	667	666
	(C)	312	156	156
	Total	3,283	1,525	1,758
PM Peak Hour	(A)	1,697	703	994
	(B)	1,308	654	664
	(C)	325	163	162
	Total	3,330	1,520	1,810
Saturday Peak Hour	(A)	810	262	548
	(B)	301	151	150
	(C)	66	33	33
	Total	1,177	446	731
Weekday Daily	(A)	14,178	7,089	7,089
	(B)	10,115	5,058	5,057
	(C)	2,016	1,008	1,008
	Total	26,309	13,155	13,155
Saturday Daily	(A)	4,620	2,310	2,310
	(B)	1,778	889	889
	(C)	408	204	204
	Total	6,806	3,403	3,403

Langan Engineering and Environmental Services

Weston Mill Driveway Traffic Volumes based on
ITE Trip Generation Manual Rates 5th Edition

100,000 SF Educational Facility (2,400 students)
University College (550)

693,000 Total SF General Office Building (710) based on summed totals of two
193,500 SF buildings, one 166,500 SF building, and one 140,000
SF building

AM PEAK HOUR

School	468	
Office		
140 K =	248	
166.5 K =	284	
2 @ 193.5 K = 319 x 2	<u>638</u>	
	1,638	Two-Way Trips

PM PEAK HOUR

School	584	
Office		
140 K =	238	
166.5 K =	271	
2 @ 193.5 K =	<u>604</u>	
	1,697	Two-Way Trips

SATURDAY PEAK HOUR

School	20% daily =	572	
Office			
140. K		50	
165.5 K		58	
193.5 K		65	
193.5 K		<u>65</u>	
		810	Two-Way Trips

WEEKDAY DAILY -

School	5,684	
Office		
193.5 K x 2 =	4,622	
166.5 K x 1	2,063	
140. K x 1	<u>1,809</u>	
	14,178	Two-Way Trips

SATURDAY DAILY

School	3,120	
Office	<u>1,500</u>	
	4,620	Two-Way Trips

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EXHIBIT C
2 of 8

Langan Engineering and Environmental Service
BK 4224 PG 600

TABLE I
FLOOR SPACE ALLOCATION
FOR
TRIP GENERATION PURPOSES*
(BY TYPE OF USE)

USE	NORTHBOUND - I***	SOUTHBOUND - I	TOTAL
	Block 252, Lots 5.01-2 and 6-1**	Block 194, Lot 28	Block 194, Lot 20
	PERSONAL PRODUCTS PLANT BUILDINGS	J & J RESEARCH	"WEST WING"
OFFICE	131,000 ^a	187,200 ^b	12,058 ^c
RESEARCH (LABS)	---	40,800	10,101
LIGHT MANUFACTURING	636,000	---	---
TRAINING CENTER	---	---	---
MECHANICAL	---	---	4,287
TOTAL SQUARE FEET (S.F.)	767,000	228,000	26,446
			1,147,446

* Excludes Permacell
 ** Does not include an approximate 10,000 S.F. powerhouse with six (6) employees.
 *** Milltown Lots: Block 27, Lots 3B, 4, 5A, 5B, and 6A and Block 61, Lot 2 adjoining the North Brunswick property.
 Includes a 3,000 S.F. maintenance garage on the site that has not been used in the T.G. Rates.
 (a) Includes 21,000 & 11,000 S.F. of office space within the Light Manufacturing Area, respectively.
 (b) Includes 167,200 S.F. of office space in Research facility.
 (c) Includes 1,830 S.F. "modular space".

BK4224PG601

TABLE II - A
 PROJECTED LAND USES
 PEAK HOUR
 TRIP GENERATION RATES
 AM, PM, SAT PEAK HOURS

PEAK HOUR TRIP GENERATION RATES

LAND USE TYPES	AM			PM			SAT		
	IN	OUT	TOTAL	IN	OUT	TOTAL	IN	OUT	TOTAL
1. OFFICE (380,258 S.F.)	480	59	539	84	413	497	76	65	141
2. RESEARCH LABS (125,901 S.F.)	138	28	166	24	138	162	35	35	70
3. LIGHT MANUFACTURING (836,000 S.F.)	560	61	621	90	550	640	42	46	88
4. TRAINING* (1,000 S.F.)	4	1	5	1	5	6	1	0	1
5. MECHANICAL** (4,287 S.F.)	1	1	2	1	2	3	1	0	1
TOTALS	1183	150	1333	200	1108	1308	155	146	301

* General Office (ITE Code 710)
 ** (ITE Code 150), Average Rate
 THP Project No. 4120.150

TABLE II - B
 PROJECTED LAND USES
 24 - HOUR TRIP GENERATION RATES

LAND USE TYPES	WEEKDAY			SATURDAY		
	IN	OUT	TOTAL	IN	OUT	TOTAL
1. OFFICE (380,258 S.F.)	1,926	1,926	3,852	416	415	831
2. RESEARCH LABS (125,901 S.F.)	607	607	1,214	108	108	216
3. LIGHT MANUFACTURING (638,000 S.F.)	2,324	2,324	4,648	353	352	705
4. TRAINING* (1,000 S.F.)	22	21	43	11	10	21
5. MECHANICAL** (4,287 S.F.)	179	179	358	3	2	5
TOTALS	5,058	5,057	10,115	891	887	1,778

* General Office (ITE Code 710)
 ** (ITE Code 150), Average Rate

THP Project No. 4120.150

BX 4 2 2 4 PG 6 0 3

EXHIBIT C
 5 of 8

TABLE III-A
PROJECTED
TRIP GENERATION RATES
BY BLOCK AND LOT

LAND USE TYPES	AM			PM			SAT		
	IN	OUT	TOTAL	IN	OUT	TOTAL	IN	OUT	TOTAL
1. Block 252, Lots 5.01-2 and 6-1									
OFFICE (131,000 S.F.)	165	20	185	29	142	171	26	22	48
LIGHT MANUFACTURING (638,000 S.F.)	560	61	621	90	551	641	43	46	89
TOTAL	725	81	806	119	693	812	69	68	137
2. Block 252, Lots 5.01-1 and 6-2									
OFFICE (50,000 S.F.)	63	8	71	11	54	65	10	9	19
RESEARCH LABS (75,000 S.F.)	82	17	99	14	82	96	21	21	42
TRAINING CENTER (1,000 S.F.)	4	1	5	1	5	6	1	0	1
TOTAL	149	26	175	26	141	167	32	30	62
3. Block 194, Lot 28									
OFFICE (187,200 S.F.)	237	29	266	41	203	244	37	32	69
RESEARCH LABS (40,800 S.F.)	45	9	54	8	45	53	11	11	22
TOTAL	282	38	320	49	248	297	48	43	91
4. Block 194, Lot 20									
OFFICE (12,058 S.F.)	15	2	17	3	13	16	2	2	4
RESEARCH LABS (10,101 S.F.)	11	2	13	2	11	13	3	3	6
MECHANICAL	1	1	2	1	2	3	1	0	1
TOTAL	27	5	32	6	26	32	6	5	11
GRAND TOTAL	1183	150	1333	200	1108	1308	155	146	301

THP Project No. 4120.15

EXHIBIT C
6 of 8

BK 4224 PG 604

TABLE III-B
 PROJECTED
 24 - HOUR TRIP GENERATION RATES
 BY BLOCK AND LOT

LAND USE TYPES	WEEKDAY			SATURDAY		
	IN	OUT	TOTAL	IN	OUT	TOTAL
1. Block 252, Lots 5.01-2 and 6-1						
OFFICE (131,000 S.F.)	874	874	1348	146	146	292
LIGHT MANUFACTURING (836,000 S.F.)	2324	2324	4648	353	352	705
TOTAL	2998	2998	5996	499	498	997
2. Block 252, Lots 5.01-1 and 6-2						
OFFICE (50,000 S.F.)	250	250	500	54	54	108
RESEARCH LABS (75,000 S.F.)	364	384	728	65	65	130
TRAINING CENTER (1,000 S.F.)	22	21	43	11	10	21
TOTAL	636	635	1271	130	129	259
3. Block 194, Lot 28						
OFFICE (187,200 S.F.)	944	944	1888	204	203	407
RESEARCH LABS (40,800 S.F.)	194	194	388	34	34	68
TOTAL	1138	1138	2276	238	237	475
4. Block 194, Lot 20						
OFFICE (12,058 S.F.)	58	58	116	12	12	24
RESEARCH LABS (10,101 S.F.)	49	49	98	9	9	18
MECHANICAL	179	179	358	3	2	5
TOTAL	286	286	572	24	23	47
GRAND TOTAL	5058	5057	10115	891	887	1778

THP Project No. 4120.15

EXHIBIT C
 7 OF 8

BK4224PG605

PERMACEL

12-9-94

DRIVEWAY TRAFFIC VOLUMES

Based on ITE Trip Generation Manual Rates, 5th Edition

	62,000 SF 76,500 SF 110,000 SF	Office Warehouse Manufacturing	
AM Peak Hour	Office Warehouse Manufacturing TOTAL	132 108 72 312	Two-way trips
PM Peak Hour	Office Warehouse Manufacturing TOTAL	131 112 82 325	Two-way trips
Saturday Peak Hour	Office Warehouse Manufacturing TOTAL	26 9 31 66	Two-way trips
Weekday Daily	Office Warehouse Manufacturing TOTAL	978 624 414 2,016	Two-way trips
Saturday Daily	Office Warehouse Manufacturing TOTAL	151 93 164 408	Two-way trips

12217ckm.lab

EXHIBIT C
B of 8

Langan Engineering and Environmental Serv

BK 4224 P6606

ATTEST:

DKM PROPERTIES CORP.

Gary N. Maietta
Gary N. Maietta, Assistant Secretary

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

STATE OF NEW JERSEY)
)ss:
COUNTY OF MIDDLESEX)

I CERTIFY that on March 2, 1995, P.S. Galloway personally came before me and he acknowledged under oath, to my satisfaction, that:

- (a) he is the Secretary of JOHNSON & JOHNSON, 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 G.F. Frezza, 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;
 - (d) he knows the proper seal of the corporation which was affixed to this document;
- and
- (e) he signed this proof to attest to the truth of these facts.

Signed and sworn to before me
March 2, 1995.

Nancy A. Felczak
Notary Public
NANCY A. FELCZAK
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 18, 1995

P.S. Galloway
P.S. Galloway, Secretary

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

I CERTIFY that on March 7, 1995, Gary N. Maietta personally came before me and (he/she) 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;
 - (d) he knows the proper seal of the corporation which was affixed to this document;
- and
- (e) he signed this proof to attest to the truth of these facts.

Signed and sworn to before me
March 7, 1995.

James D. Parsons
Notary Public
A Notary Public of New Jersey
My Commission Expires 12/11/96

Gary N. Maietta
Gary N. Maietta, Assistant Secretary

RETURN TO

RECORD AND RETURN TO:
Gary N. Maietta, Esq.
DKM Properties Corp.
Princeton Pike Corporate Center
1009 Lenox Drive, P.O. Box 6540
Lawrenceville, NJ 08648

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

BK4224PG607

133841

END OF DOCUMENT

MIDDLESEX COUNTY 03/18/95 102634
CONSIDERATION \$1.00 TAX
DEED REC. FEE \$45.00
INSTRUMENT DEED 3223 NFFE SJ

Prepared By:

Barry N. Maletta, Esq.

RESTATED AND AMENDED EASEMENT AGREEMENT

THIS AMENDED EASEMENT AGREEMENT dated this 24th day of March, 1995, between ARTKEN REALTY, L.L.C., a New Jersey limited liability company, with an office at c/o Silverline Building Product Corp., 207 Pond Avenue, Middlesex, New Jersey 08846 ("Artken") and DKM PROPERTIES CORP., a New Jersey corporation, with an office at 1009 Lenox Drive, P.O. Box 6540, Lawrenceville, New Jersey 08648 ("DKM").

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; and

WHEREAS, on April 15, 1987, 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 ("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 Easement Agreement access to and from U.S. Route 1 North is to be provided to the DKM property in Lot 1.1, Lot 1.2 and Lot 1.3 in Block 252 ("DKM Property") through an access point which is part of the J&J Roads and which is located on property now owned by Artken and designated on the North Brunswick Township Map as Lot 6.1 (formerly part of Lot 6), Block 252 (northbound access point); and

WHEREAS, DKM has obtained various governmental permits and approvals to construct on the DKM Property (which has been approved for subdivision into three (3) lots to be known as Lots 1.01, 1.02 and 1.03, Block 252) 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, pursuant to the State Highway Access Management Act, N.J.S.A. 27:7-89 et seq., which was enacted in 1989, and the Access Code promulgated thereunder and adopted in April 1992 (N.J.S.A. 16:47-1.1 et seq.), either the owner of property where access is sought or a party to whom the owner has given a Power of Attorney Authorization, may apply to NJDOT for a permit to utilize an access point; and

WHEREAS, in order for DKM to secure the full and complete enjoyment of its rights and privileges under the Easement Agreement, DKM has requested that Artken amend and supplement the Easement Agreement as it relates to Lot 6.1 in Block 252 to, inter alia, more particularly describe the J&J Roads and the lots over which DKM, and its successors and assigns, and their respective employees, agents, servants, tenants, invitees or licensees, have "ingress to and egress from the DKM Property to U.S. Route 1" and which DKM may widen "to accommodate the increased traffic" due to "DKM's development of the DKM Property" DKM intends to enter into an Amended Easement Agreement with J&J which supplements the Easement Agreement as described above; and

WHEREAS, it is intended that DKM will convey a portion of the DKM Property known as New Lot 1.2 in Block 252 as shown on the Tax Map of the Township of North Brunswick ("Keller Tract") to Keller Graduate School of Management, Inc. ("Keller"), One Tower Lane, Suite 1000, Oakbrook Terrace, Illinois 60181; and

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

BK4224PG608

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:

1. Artken hereby grants to DKM and its successors and assigns, and their respective employees, agents, servants, tenants, sub-tenants, guests, invitees or licensees, a perpetual and non-exclusive easement through and across (a) Lot 6.1 in Block 252 and (b) the access point to U.S. Route 1 North located on Lot 6.1 (formerly part of Lot 6), Block 252 (hereinafter the "Access Point") described on the Off-Site Roadway Improvement Plan prepared by Langan Engineering dated January 29, 1993 and last revised September 22, 1994 ("Off-Site Roadway Improvement Plan"), a true copy of which plan is annexed hereto and made a part hereof as Exhibit "B" for the purpose of providing motor vehicles of any description and pedestrians ingress to and egress from the DKM Property to and from U.S. Route 1. The balance of those portions of the J&J Roads on Lot 6.1 in Block 252 not necessary for the aforesaid purpose is reserved to Artken. The parties understand and agree that DKM, its successors and assigns, at their sole cost and expense, shall connect the DKM Property or portions thereof to those portions of the J&J Roads on Lot 6.1 in Block 252 with driveways and/or roads situated at such locations as shown on Exhibit "B" or at such other locations as DKM and Artken shall mutually reasonably determine. The parties hereto undertake and agree to obtain a revised metes and bounds description of the J&J Roads, at the sole cost of DKM, and to hereafter amend this Amended Easement Agreement by more particularly describing the J&J Roads.

2. Artken hereby further grants to DKM, and its successors and assigns, and their respective employees, agents, servants, tenants, sub-tenants, guests, invitees or licensees, a temporary and non-exclusive easement over, under and upon those portions of Lot 6.1 (formerly part of Lot 6), Block 252 in proximity to the improvements shown on Exhibit "B" for the purpose of DKM, at its sole cost, constructing the phased improvements to the J&J Roads described in Paragraph 1 and Paragraph 3 of this Amended Easement Agreement and performing any grading or other work incidental to the completion of these improvements. Upon completion of said improvements to the satisfaction of the appropriate regulatory authority or authorities, DKM agrees to execute a document terminating this construction easement. All road widening, construction plans and changes thereto are subject to the review and approval of Artken Engineers not to be unreasonably withheld, delayed or conditioned, provided Artken Engineers shall not have the right to object to changes required by the Developer's Agreement with the NJDOT or the Developer's Agreement with the Township of North Brunswick 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, 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 and further the method, manner and timing of such road construction plans are subject to Artken's review and approval, not to be unreasonably withheld, delayed or conditioned.

3. U.S. Route 1 Road Widening. In connection with the development of the DKM and Keller Tracts, and in accordance with that certain Developer Agreement entered into on or about February 3, 1995 between the State of New Jersey, Department of Transportation and DKM, a copy of which has hereto been furnished to Artken, DKM will be required to perform certain road widening of U.S. Route 1 as shown on the "Offsite Roadway Improvements" map prepared by Langan Engineering dated January 29, 1993 revised through September 22, 1994, drawing no. DA-1, a copy of which is annexed hereto as Exhibit "B". Artken, for itself and on behalf of its successors and assigns, hereby agrees, upon DKM's written notice, to dedicate and convey to the State of New Jersey those lands and access rights needed for the aforesaid highway improvements to U.S. Route 1 Northbound shown on Exhibit "B" upon completion of the construction and prior to the acceptance of the construction work by the State of New Jersey. The dedication and conveyance of lands and access rights by Artken or its successors and assigns shall be in fee simple absolute by bargain and sale deed with covenants against grantor's acts free and clear of all liens and encumbrances except easements and restrictions of record. The deeds for the conveyance of lands and access rights described above shall comply with the requirements set forth in N.J.A.C. 16:47-4.20. DKM will prepare any required documents including releases of part of mortgaged property at its cost. Notwithstanding anything to the contrary in this paragraph, Artken shall not be required to deliver to the NJDOT a Deed of Dedication for those areas shown on Exhibit "B" until such time as DKM or its

successors or assigns have a firm commitment to construct the Phase II building or any improvements built under Phase 2 provided same are not in excess of 140,000 sq. ft., 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.

Artken agrees to furnish a letter to the Clerk of the Township of North Brunswick pursuant to N.J.S.A. 39:5A-1 requesting that the provisions of subtitle 1, Title 39 shall be made applicable to the private access road owned by Artken so that speed limit signs will be enforced by the municipality. In accordance with N.J.S.A. 39:5A-1 such written request shall contain the name and post office address of Artken and shall designate with reasonable accuracy the private access roads to be used by vehicular traffic. The request must come directly from the Board of Directors of Artken supported by a unanimous consent or other resolution.

4. If, as and when DKM constructs the improvements to the J&J Roads described on Exhibit "B", DKM shall be deemed to have simultaneously granted to Artken, and its successors and assigns, employees, agents, servants, tenants, subtenants, guests, invitees or licensees, a perpetual and non-exclusive easement through and across the portions of the DKM Property on which such improvements are constructed for the purpose of providing motor vehicles of any description and pedestrians ingress to and egress from the DKM Property to and from U.S. Route 1. If, as and when the construction of each phase of the improvements to the J&J Roads described on Exhibit "B" is completed, the definition of the J&J Roads shall be deemed modified to incorporate each such improvement to this private roadway system.

5. Artken hereby agrees, at no cost to Artken, to cooperate with DKM, or Keller, as DKM's successor to Lot 1.2, in connection with obtaining Access Permits from the NJDOT for additional traffic to use the Access Points to and from U.S. Route 1 generated by development of the DKM Property or the Keller Property in accordance with the Developer's Agreement with the NJDOT. Such cooperation shall include Artken's agreement to promptly (i.e. 10 calendar days) execute and deliver any documents required by the NJDOT to issue the Access Permits, or such substitutions therefore as required by the NJDOT provided same shall be acceptable to Artken, not to be unreasonably withheld or delayed.

6. Attached hereto as Exhibit "C" is the chart DKM submitted to the NJDOT describing the size and type (e.g., office, light industrial, etc.) of each building(s) located on each tax lot owned by Artken, J&J and Permacel (Lot 29.01 in Block 194) and projecting the total two-way traffic volumes that the buildings currently located on the lots utilizing the Access Points would generate if they were being fully utilized based upon the ITE (5th Edition) average trip generation rates for the applicable land use(s). Artken will diligently execute and deliver to NJDOT Access Permits in form and substance acceptable to Artken and consistent with Exhibit "C" when Artken receives the approved Access Permits from the NJDOT.

7. Except for the modifications to be made by DKM pursuant to Exhibit B, any road widening or expansion required by any parties hereto within the J&J Roads shall be subject to the reasonable approval of all other affected parties and any applicable governmental authorities and shall be at the sole cost and expense of the party which requires such widening or expansion. J&J shall not subdivide or consolidate Lot 28, Block 194 unless and until it has obtained a Permit from the NJDOT which preserves the rights of the owners and occupants of Lots 1.1 and 1.2, Block 252 to utilize the Access Point for ingress and egress to and from Lots 1.2 and 1.2, Block 252 to and from U.S. Route One. Artken further agrees not to subdivide or consolidate Lot 6.1, Block 252 unless and until it has obtained a Permit from the NJDOT which preserves the rights of the owners and occupants of Lots 1.1 and 1.2, Block 252 to utilize the Access Point for ingress and egress to and from Lots 1.1 and 1.2, Block 252 to and from U.S. Route One.

8. The easements granted herein shall be appurtenant to the DKM Property and Artken Property and shall be utilized for ingress to and egress from the DKM Property and Artken Property or portions thereof by the owners of all or portions of the DKM Property and Artken Property, their successors and assigns, and their respective employees, agents, servants, tenants, invitees or licensees.

9. The parties hereto agree not to obstruct, impede or interfere, one with the other, in the reasonable use of said easement.

10. The J&J Roads shall be maintained by J&J; provided, however, that the cost of maintenance shall be shared by J&J, DKM and their successors and assigns based upon a ratio established by car counts to determine the number of cars utilizing the J&J Roads for J&J, DKM or any of their successors and assigns purposes, as the case may be. Such car counts

shall be conducted at times reasonably agreeable to the parties by a licensed traffic engineer and the cost of such car counts shall be included as a maintenance expense. In no event shall J&J or Artken be required to expand the J&J Roads to accommodate increased traffic volume due to DKM's or its successors or assigns development of the DKM Property or portions thereof; provided, however, that if as a result of development of the DKM Property or portions thereof any governmental authorities require the widening of J&J Roads to accommodate the increased traffic, then and in that event J&J or Artken shall provide such additional easements as are reasonably necessary for such road widening. Such road widening shall be at DKM's or its successors or assigns expense, as applicable.

11. Any obligation to widen the underpass connecting the J&J Roads from either side of U.S. Route 1 shall be subject to the terms of the Consent Agreement.

12. If any party hereto fails to perform any act or make any payment which that party is obligated to perform or make pursuant to the terms of this Amended Easement Agreement (such party being referred to as the "Obligated Party"), then the other party hereto may (but shall not be obligated to) without waiving or releasing any rights or claims which it may have against the Obligated Party, perform any such act or make any such payment in such manner and to such extent as is necessary and consistent with the Obligated Party's obligations hereunder.

13. Each party covenants to indemnify, hold harmless and to defend the other from any liability, claim, damage, loss, matter or suit whatsoever arising from the indemnifying party's use, or the use by such party's successors, assigns, employees, agents, servants, tenants, guests, invitees and licensees of the J&J Roads or construction activities occurring in connection with the permanent or temporary construction easement granted herein.

14. Artken and DKM shall each carry public liability insurance insuring against personal injury and property damage in an initial amount of \$5,000,000 for personal injury to one or more persons arising out of a single incident and \$5,000,000 for property damage within the J&J Roads on Lot 6.1, Lot 1.2 and Lot 1.3 and any other easement areas created hereby. The amount of public liability insurance maintained by all parties may be changed from time to time by written agreement of the parties. Each party shall provide certificates to the others evidencing the insurance coverages required herein prior to the commencement of any activities by their respective employees, agents or contractors hereunder.

15. Each party agrees, by the acceptance of the easements granted hereunder, that it shall attempt to avoid any unnecessary damage or disturbance to any other party's property in the exercise of its rights hereunder and that any damage or disturbance to such property caused by any party in the exercise of its rights shall be promptly repaired (reasonable wear and tear excepted) and such property shall be restored as nearly as possible to its prior condition, at the sole cost and expense of the party causing such damage or disturbance. For example, in the event any opening is made in the ground in connection with any of the purposes hereunder, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made. Any party causing such damage or disturbance shall be obligated to restore landscaping, as nearly as possible to its original condition, including resodding any grass or landscaping which was removed upon entry.

16. All work performed by any party 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 causes within the definition 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 such party. Except in the case of an emergency, any party performing work hereunder shall provide reasonable advance notice in writing to any affected party as to all such work to be performed. Upon completion of any such work, the party performing such work shall provide to any affected party a revised survey of that portion of the J&J Roads on such party's property showing the exact locations of any such work.

17. Each party's use of the J&J Roads shall be subject to all applicable laws, ordinances, regulations and existing matters of record.

18. Each party shall do, execute, acknowledge and deliver all and every such other or further act, instrument or document as any other party to this Amended Easement Agreement may reasonably request in order to carry out the intent or purposes of this Amended Easement Agreement.

19. All notices and demands which are required to be or are permitted by the terms of this Amended Easement Agreement shall be given in writing, whether herein specified or not, and shall be sent by U.S. Registered or Certified Mail, postage paid, or by overnight courier, which provides proof of delivery, addressed to the parties as follows:

To Artken:
c/o Silverline Building Product Corp.
207 Pond Avenue
Middlesex, NJ 08846
Attn: Arthur Silverman

and

Brach, Eichler
101 Eisenhower Parkway
Roseland, NJ 07088
Attn: Alan Hammer, Esq.

To DKM:
DKM Properties Corp.
Princeton Pike Corporate Center
1009 Lenox Drive, P.O. Box 6540
Lawrenceville, NJ 08648
Attn: Donald M. Slaght, Vice President

and

Sterns & Weinroth
50 West State Street
P.O. Box 1298, Suite 1400
Trenton, NJ 08607-1298
Attn: Frank J. Petrino, Esq.

Said addresses and the names of the parties to whom notices are to be sent may be changed from time to time by either party or by an assignee or successor of either of them by the giving of written notice to the other sent as above provided.

20. The easement granted herein shall run with the land and the terms and provisions of this Amended Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

21. This Amended Easement Agreement supersedes the Easement Agreement. Artken acknowledges that J&J and Artken entered into a reciprocal easement and utility agreement which was dated December 20, 1994 and recorded on December ____, 1994 in the Middlesex County Clerk's Office in Book __ at Page __. This reciprocal easement and utility agreement will be restated and amended to add DKM and Keller and thereafter such restated and amended reciprocal easement and utility agreement among J&J, Artken, DKM and Keller shall supersede paragraph 7 and paragraph 10 herein and further govern in the event of any inconsistency between such agreement and this Amended Easement Agreement.

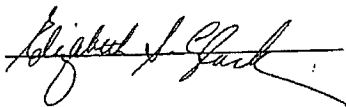
22. The Recitals to this Amended Easement Agreement are incorporated herein and made a part hereof.

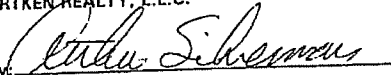
23. This Amended Easement Agreement has been mutually negotiated between the parties. Therefore, no party shall be deemed to be the drafter of this Amended Easement Agreement if any issue is raised with regard to its interpretation.

IN WITNESS WHEREOF, the parties have caused this Amended Easement Agreement to be executed as of the day and year first above written.

WITNESS:

ARTKEN REALTY, L.L.C.



By 
Arthur Silverman, Member

Record & Return TC-13789
JANS-COUNTY TITLE AGENCY, INC.
P. O. Box 875
New Brunswick, NJ 08903 2.

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").

WITNESSETH:

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.

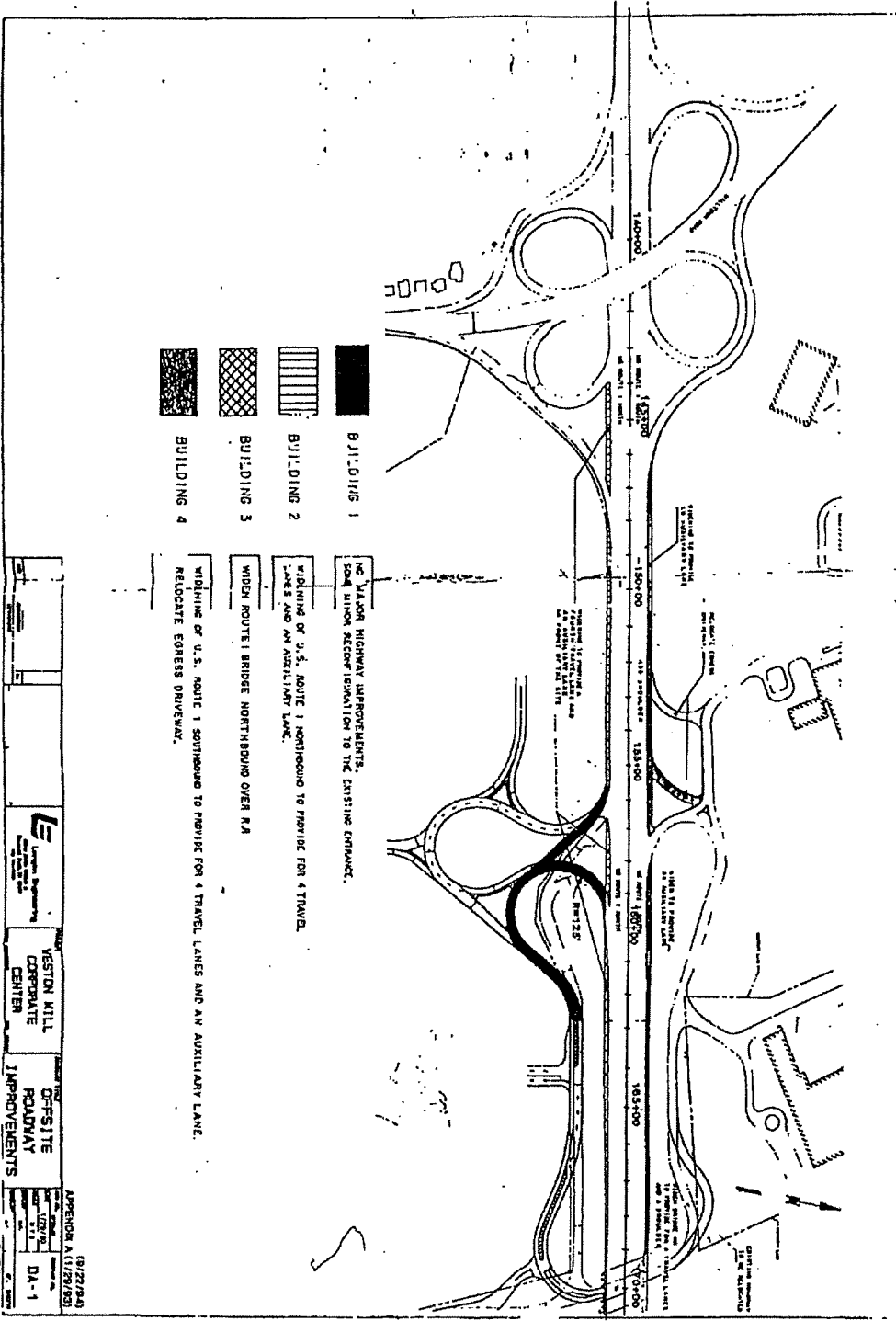
NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars, each in hand paid to the other and in consideration of the mutual covenants and easements herein contained, it is agreed as follows:





- 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

BK 4224 PG 613



-  BUILDING 1
-  BUILDING 2
-  BUILDING 3
-  BUILDING 4

- NO VASON HIGHWAY IMPROVEMENTS. SOME SIGN RECONFIGURATION TO THE EXISTING CORNER.
- WIDENING OF U.S. ROUTE 1 NORTHBOUND TO PROVIDE FOR 4 TRAVEL LANES AND AN AUXILIARY LANE.
- WIDEN ROUTE 1 BRIDGE NORTHBOUND OVER R.A.
- WIDENING OF U.S. ROUTE 1 SOUTHBOUND TO PROVIDE FOR 4 TRAVEL LANES AND AN AUXILIARY LANE. RELOCATE EGRESS DRIVEWAY.


 VASON HIGHWAY IMPROVEMENTS
 OFF-SITE ROADWAY IMPROVEMENTS
 DA-1
 12/27/84
 11/29/83

EXHIBIT B

BK4224PG6.14.1

**TOTAL DRIVEWAY TRAFFIC VOLUMES
NORTHBOUND AND SOUTHBOUND ROUTE 1
J & J ACCESS DRIVEWAYS**

Revised: 1-23-95
12-9-94
12217

Based on ITE Trip Generation Manual Rates 5th Edition

(A)	Weston Mill Development	100,000 SF 693,000 SF	School Office
(B) *	J&J Properties * & Arken Properties *	380,258 SF 125,901 SF 636,000 SF 1,000 SF 4,287 SF	Office Research Light Manufacturing Training Center Mechanical
(C)	Permacerl	62,000 SF 76,500 SF 110,000 SF	Office Warehouse Manufacturing

*These figures are aggregate and the breakdown by Lot appears on Table I (page 3 of 8) and Table II-A (page 6 of 8) of this Exhibit

			Northbound Route 1 Access	Southbound Route 1 Access
AM Peak Hour	(A)	1,638	702	938
	(B)	1,333	667	666
	(C)	312	156	158
	Total	3,283	1,525	1,758
PM Peak Hour	(A)	1,697	703	994
	(B)	1,308	654	654
	(C)	325	163	162
	Total	3,330	1,520	1,810
Saturday Peak Hour	(A)	810	262	548
	(B)	301	151	150
	(C)	68	33	33
	Total	1,177	446	731
Weekday Daily	(A)	14,178	7,089	7,089
	(B)	10,115	5,058	5,057
	(C)	2,016	1,008	1,008
	Total	26,309	13,155	13,155
Saturday Daily	(A)	4,620	2,310	2,310
	(B)	1,778	889	889
	(C)	408	204	204
	Total	6,806	3,403	3,403

Langan Engineering and Environmental Services

Weston Mill Driveway Traffic Volumes based on
ITE Trip Generation Manual Rates 5th Edition

100,000 SF Educational Facility (2,400 students)
University College (550)

693,000 Total SF General Office Building (710) based on summed totals of two
193,500 SF buildings, one 166,500 SF building, and one 140,000
SF building

AM PEAK HOUR

School	468	
Office		
140 K =	248	
166.5 K =	284	
2 @ 193.5 K = 319 x 2	<u>638</u>	
	1,638	Two-Way Trips

PM PEAK HOUR

School	584	
Office		
140 K =	238	
166.5 K =	271	
2 @ 193.5 K =	<u>604</u>	
	1,697	Two-Way Trips

SATURDAY PEAK HOUR

School	20% daily =	572	
Office		50	
140. K		58	
165.5 K		65	
193.5 K		<u>65</u>	
193.5 K		810	Two-Way Trips

WEEKDAY DAILY -

School	5,684	
Office		
193.5 K x 2 =	4,622	
166.5 K x 1	2,063	
140. K x 1	<u>1,809</u>	
	14,178	Two-Way Trips

SATURDAY DAILY

School	3,120	
Office	<u>1,500</u>	
	4,620	Two-Way Trips

12217\trprate.lst

EXHIBIT C
2 of 8

Langan Engineering and Environmental Service
BK 4224 PG 616

TABLE I
FLOOR SPACE ALLOCATION
FOR
TRIP GENERATION PURPOSES*
(BY TYPE OF USE)

USE	NORTHBOUND - I***	SOUTHBOUND - I	TOTAL
	Block 252, Lots 5.01-2 and 6-1**	Block 194, Lot 28	Block 194, Lot 20
	PERSONAL PRODUCTS PLANT BUILDINGS	J & J RESEARCH	"WEST WING"
OFFICE	131,000 ^a	187,200 ^b	12,058 ^c
RESEARCH (LABS)	---	40,800	10,101
LIGHT MANUFACTURING	636,000	---	---
TRAINING CENTER	---	---	---
MECHANICAL	---	---	4,287
TOTAL SQUARE FEET (S.F.)	767,000	228,000	26,446
			1,147,446

* Excludes Permeated.
 ** Does not include an approximate 10,000 S.F. powerhouse with six (6) employees.
 *** Milltown Lots: Block 27, Lots JB, 4, 5V, 5A, and 6A and Block 61, Lot 2 adjoining the North Brunswick property.
 (a) Includes a 3,000 S.F. maintenance garage on the site that has not been used in the T.G. Rates.
 (b) Includes 23,000 & 11,000 S.F. of office space within the Light Manufacturing Area, respectively.
 (c) Includes 167,200 S.F. of office space in Research facility.
 (d) Includes 1,810 S.F. "modular space".

TABLE II - A
 PROJECTED LAND USES
 PEAK HOUR
 TRIP GENERATION RATES
 AM, PM, SAT PEAK HOURS

PEAK HOUR TRIP GENERATION RATES

LAND USE TYPES	AM			PM			SAT		
	IN	OUT	TOTAL	IN	OUT	TOTAL	IN	OUT	TOTAL
1. OFFICE (380,258 S.F.)	480	59	539	84	413	497	76	65	141
2. RESEARCH LABS (125,901 S.F.)	138	28	166	24	138	162	35	35	70
3. LIGHT MANUFACTURING (636,000 S.F.)	560	61	621	90	550	640	42	46	88
4. TRAINING* (1,000 S.F.)	4	1	5	1	5	6	1	0	1
5. MECHANICAL** (4,287 S.F.)	1	1	2	1	2	3	1	0	1
TOTALS	1183	150	1333	200	1108	1308	155	146	301

* General Office (ITE Code 710)
 ** (ITE Code 150), Average Rate

THP Project No. 4120.150

TABLE II - B
 PROJECTED LAND USES
 24 - HOUR TRIP GENERATION RATES

LAND USE TYPES	WEEKDAY			SATURDAY		
	IN	OUT	TOTAL	IN	OUT	TOTAL
1. OFFICE (380,258 S.F.)	1,926	1,926	3,852	416	415	831
2. RESEARCH LABS (125,901 S.F.)	607	607	1,214	108	108	216
3. LIGHT MANUFACTURING (636,000 S.F.)	2,324	2,324	4,648	353	352	705
4. TRAINING* (1,000 S.F.)	22	21	43	11	10	21
5. MECHANICAL** (4,287 S.F.)	179	179	358	3	2	5
TOTALS	5,058	5,057	10,115	891	887	1,778

* General Office (ITE Code 710)
 ** (ITE Code 150), Average Rate

THP Project No. 4120.150

TABLE III-A
PROJECTED
TRIP GENERATION RATES
BY BLOCK AND LOT

LAND USE TYPES	AM			PM			SAT		
	IN	OUT	TOTAL	IN	OUT	TOTAL	IN	OUT	TOTAL
1. Block 252, Lots 5.01-2 and 6-1									
OFFICE (131,000 S.F.)	165	20	185	29	142	171	26	22	48
LIGHT MANUFACTURING (638,000 S.F.)	560	61	621	90	551	641	43	46	89
TOTAL	725	81	806	119	693	812	69	68	137
2. Block 252, Lots 5.01-1 and 6-2									
OFFICE (50,000 S.F.)	63	8	71	11	54	65	10	9	19
RESEARCH LABS (75,000 S.F.)	82	17	99	14	82	96	21	21	42
TRAINING CENTER (1,000 S.F.)	4	1	5	1	5	6	1	0	1
TOTAL	149	26	175	26	141	167	32	30	62
3. Block 194, Lot 28									
OFFICE (187,200 S.F.)	237	29	266	41	203	244	37	32	69
RESEARCH LABS (40,800 S.F.)	45	9	54	8	45	53	11	11	22
TOTAL	282	38	320	49	248	297	48	43	91
4. Block 194, Lot 20									
OFFICE (12,058 S.F.)	15	2	17	3	13	16	2	2	4
RESEARCH LABS (10,1019.F.)	11	2	13	2	11	13	3	3	6
MECHANICAL	1	1	2	1	2	3	1	0	1
TOTAL	27	5	32	6	26	32	6	5	11
GRAND TOTAL	1183	150	1333	200	1108	1308	155	146	301

THP Project No. 4120.15

EXHIBIT C
6 of 8

BK4224PG620

TABLE III-B
 PROJECTED
 24 - HOUR TRIP GENERATION RATES
 BY BLOCK AND LOT

LAND USE TYPES	WEEKDAY			SATURDAY		
	IN	OUT	TOTAL	IN	OUT	TOTAL
1. Block 252, Lots 5.01-2 and 5-1						
OFFICE (131,000 S.F.)	674	674	1348	146	146	292
LIGHT MANUFACTURING (636,000 S.F.)	2324	2324	4648	353	352	705
TOTAL	2998	2998	5996	499	498	997
2. Block 252, Lots 5.01-1 and 5-2						
OFFICE (50,000 S.F.)	250	250	500	54	54	108
RESEARCH LABS (75,000 S.F.)	364	364	728	65	65	130
TRAINING CENTER (1,000 S.F.)	22	21	43	11	10	21
TOTAL	636	635	1271	130	129	259
3. Block 194, Lot 28						
OFFICE (187,200 S.F.)	944	944	1888	204	203	407
RESEARCH LABS (40,800 S.F.)	194	194	388	34	34	68
TOTAL	1138	1138	2276	238	237	475
4. Block 194, Lot 20						
OFFICE (12,058 S.F.)	58	58	116	12	12	24
RESEARCH LABS (10,101 S.F.)	49	49	98	9	9	18
MECHANICAL	179	179	358	3	2	5
TOTAL	286	286	572	24	23	47
GRAND TOTAL	5058	5057	10115	891	887	1778

THP Project No. 4120.13

EXHIBIT C
 7 OF 8

BK 4224 PG 621

DRIVEWAY TRAFFIC VOLUMES

Based on ITE Trip Generation Manual Rates, 5th Edition

	62,000 SF 76,500 SF 110,000 SF	Office Warehouse Manufacturing	
AM Peak Hour	Office Warehouse Manufacturing TOTAL	132 108 72 312	Two-way trips
PM Peak Hour	Office Warehouse Manufacturing TOTAL	131 112 82 325	Two-way trips
Saturday Peak Hour	Office Warehouse Manufacturing TOTAL	26 9 31 66	Two-way trips
Weekday Daily	Office Warehouse Manufacturing TOTAL	978 624 414 2,016	Two-way trips
Saturday Daily	Office Warehouse Manufacturing TOTAL	151 93 154 408	Two-way trips

12217dkm.1ab

EXHIBIT C
B of 8

~~01-22-95-22~~
Langford Engineering and Environmental Serv

BK 4224 PG 622

WITNESS:

Richard J. Clark

ARTKEN REALTY, L.L.C.

By: Kenneth Silverman, Member

ATTEST:

Garey N. Maietta
Garey N. Maietta, Assistant Secretary

DKM PROPERTIES CORP.

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

STATE OF NEW JERSEY)
COUNTY OF MIDDLESEX) ss: 137-40-4135

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 8, 1996

STATE OF NEW JERSEY)
COUNTY OF MERCER)

I CERTIFY that on March 7, 1995, Garey N. Maietta personally came before me and (he/she) 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.
James D. Persone
Notary Public
My Commission Expires 12/1/96

Garey N. Maietta
Garey N. Maietta, Assistant Secretary

RETURN TO:
Garey N. Maietta, Esq.
DKM Properties Corp.
Princeton Pike Corporate Center
1009 Lehigh Drive, P.O. Box 6540
Lawrenceville, NJ 08648

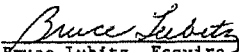
GENERAL LAND ABSTRACT CO.
P. O. Box 327
Plainsboro, New Jersey 08536-0327
(609) 951-9500 (908) 287-3636
133841

Record & Return/TC-13799
TRANS-COUNTY TITLE AGENCY, INC.
P. O. Box 675
New Brunswick, NJ 08903

RETURN TO 

MI DKM19

Prepared by:


Bruce Lubitz, Esquire

EASEMENT AGREEMENT

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

W I T N E S S E T H :

WHEREAS, DKM is the owner of certain property situate in the Township of North Brunswick, County of Middlesex, State of New Jersey known as a portion of Lot 1, Block 252 (the "DKM Property"); and

WHEREAS, J&J is the owner of property contiguous to the DKM Property and situate in the Township of North Brunswick, County of Middlesex, State of New Jersey and known as Lot __, Block __ (the "J&J Property"); and

WHEREAS, there is presently existing upon the DKM Property a certain steam line which is more particularly depicted as the southerly most steam line on a boundary survey of the DKM Property prepared by Langan Engineering Associates, Inc. dated February 2, 1987; and

WHEREAS, the parties hereto desire to make provision for the continued use of the steam line by J&J upon the terms and provisions herein set forth.

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. DKM hereby grants to J&J and its successors and assigns, as owner of the J&J Property, an easement across the DKM Property to permit the J&J steam line to remain as located, except as otherwise provided herein.

BOOK 3608 PAGE 548

R 41587

2. J&J shall have the right to enter and re-enter from time to time by its agents, servants and contractors on foot and with vehicles and machinery upon the DKM Property for the purpose of inspecting, maintaining, repairing and replacing the steam line; provided, however, that J&J shall, at all times, after doing any work in connection with the steam line, restore the DKM Property to the condition in which same was found before such work was undertaken and that in the use of said rights and privileges herein granted J&J will not create a nuisance or do any act that will be detrimental to DKM or in any way interfere with DKM's use and enjoyment of the DKM Property.

3. J&J's use of the steam line and all rights and privileges herein granted to it are subject to all applicable laws, ordinances, regulations and existing matters of record.

4. J&J covenants to indemnify, hold harmless and to defend DKM from any liability, claim, damage, matter or suit whatsoever arising from its use of the steam line or the exercise of any of the rights or privileges granted herein.

5. Notwithstanding any contrary provision herein contained, in the event that DKM shall determine that the J&J's continued use of the steam line interferes with DKM's development of the DKM Property, then J&J shall, upon one (1) year advance written notice either (a) finance the mutually acceptable relocation of the steam line or (b) abandon the use of the steam line.

6. Each party shall do, execute, acknowledge and deliver all and every such other or further act, instrument, or document as any other party to this Easement Agreement may reasonably request in order to carry out the intent or purposes of this Easement Agreement.

7. The easement granted herein shall run with the land and this Easement Agreement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed as of the day and year first above written.

ATTEST:

George J. Mandelker
Secretary

DKM Properties Corp.

By: Ronald Berman
Ronald Berman, President

ATTEST:

R. L. Zocco
Assistant Secretary
R. L. Zocco

Johnson & Johnson
By: Donald P. Becker
Donald P. Becker, Vice President

BOOK 3608 PAGE 550

STATE OF NEW JERSEY)
) ss.:
COUNTY OF MERCER)

Be it remembered, that on this 15th day of April, 1987, in the County and State aforesaid, before me, the subscriber, a Notary Public authorized to take acknowledgments and proofs in said County and State, personally appeared RONALD BERMAN, the President of DKM PROPERTIES CORP., who I am satisfied is the person named in and who executed the foregoing instrument, and he did acknowledge that he was at the time of the execution thereof the President of DKM PROPERTIES CORP. and that he signed, sealed and delivered the same as the voluntary act and deed of the said corporation, by virtue of authority from the Board of Directors, for the uses and purposes therein expressed.

Ellen M. Gillespie
Ellen M. Gillespie
Attorney at Law of the
State of New Jersey

STATE OF NEW JERSEY)
) ss.:
COUNTY OF MIDDLESEX)

Be it remembered, that on this 15th day of April, 1987, in the County and State aforesaid, before me, the subscriber, a Notary Public authorized to take acknowledgments and proofs in said County and State, personally appeared ~~J. J. Heidrich~~ ^{Douglas W. Becker}, the Vice President of JOHNSON & JOHNSON, who I am satisfied is the person named in and who executed the foregoing instrument, and he did acknowledge that he was at the time of the execution thereof the ~~Assistant Secretary~~ ^{Vice President} of JOHNSON & JOHNSON and that he signed, sealed and delivered the same as the voluntary act and deed of the said corporation, by virtue of authority from the Board of Directors, for the uses and purposes therein expressed.

Lorraine R. Sheard
LORRAINE R. SHEARD
Notary Public of New Jersey
My Commission Expires Feb. 25, 1992

006275

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APR 15 2 16 PM '87
FBI - NEW JERSEY
BOOK 3608 PAGE 548

-4-BOOK 3608 PAGE 551

JPH

are abandoned and the westerly steam line of which is active; and

WHEREAS, DKM and J&J entered into an easement agreement dated April 15, 1987 which was recorded on April 15, 1987 in Book 3608 at Page 548 in the Middlesex County Clerk's Office ("Steam Line Easement"), the first page of which is attached hereto as Exhibit "E", which sets forth DKM's and J&J's rights and obligations with respect to the westerly active steam line but DKM and J&J mutually desire to further set forth herein the rights and obligations of DKM and J&J with respect to the steam lines which shall supersede to the extent contrary the Steam Line Easement; and

WHEREAS, in connection with DKM's purchase of the Property from J&J, J&J took back a mortgage dated April 15, 1987 which was recorded on April 15, 1987 in Mortgage Book 3423, Page 713 in the Middlesex County Clerk's Office ("Mortgage") to secure payment of a mortgage note in the principal amount of \$6,000,000 dated of even date thereof which required that J&J release from the lien of its mortgage, from time to time as DKM may request, up to twenty-five acres of land upon DKM's payment of an amount equal to \$157,500 per acre of land to be released; and

WHEREAS, DKM has requested and J&J has agreed (i) to reduce the total release price for the fifteen acres to be conveyed to Keller from \$2,362,500 to \$2,237,500 which is a reduction of \$125,000, to be used to assist DKM in removing, at its sole cost and expense, the abandoned steam lines crossing the Keller Tract, and (ii) to release Lot 1.3 for no additional consideration; and

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the covenants, promises and agreements contained herein, DKM and J&J do mutually covenant, promise and agree as follows:

1. WAIVER OF RESTRICTIVE COVENANT. J&J hereby acknowledges, confirms and ratifies its waiver pursuant to the June 23, 1994 letter from J&J attached hereto as Exhibit "G" of the restrictive covenant in paragraph 1(A) of the J&J Deed which provided, in relevant part, that:

"Unless otherwise agreed to by J&J, the uses for the Premises shall be limited to office, research and development, park amenities and high-tech manufacturing"

in connection with the use of Keller's Tract for a two-story ninety-nine thousand square foot building for private-for-profit educational purposes. Except as set forth above, the restrictions in the Deed shall remain in full force and effect.

2. APPROVAL OF PLANS. J&J hereby acknowledges and confirms that it has reviewed and approved the following drawings:

- (i) the Overall Site Plan (Exhibit "B");
- (ii) Minor Subdivision Plan (Exhibit "D");
- (iii) Water Main Installation Scope of Work prepared by Langan Engineering dated March 30, 1990 revised through either September 12, February 10 or February 15, 1995, consisting of eight (8) drawings Drawing Nos. 23.10 to 23.16 the title blocks of which are attached hereto as Exhibit "H" and J&J, on behalf of itself and its successors and assigns, agrees to deliver a Waterline Easement Agreement in the form previously delivered to and approved by J&J to convey easements to the Township of North Brunswick for the waterline extensions shown on Exhibit "H"; and
- (iv) Grading, Drainage and Utilities Plan (Exhibit "F").

3. SUPERHEAT STEAM LINES. DKM agrees to remove, at its sole cost and expense, the abandoned steam lines crossing the Keller Tract in accordance with a separate agreement to be entered into between DKM and Keller. DKM agrees to assume any and all responsibility, and hereby agrees to indemnify and hold harmless J&J and its successors and assigns from any and all liability arising out of such removal, including without limitation the proper handling and disposal of any asbestos in or surrounding such steam lines in accordance with applicable governmental regulations. The agreement shall provide that the middle and east lines will be removed on an agreed-upon schedule promptly after the closing between DKM and Keller to allow Keller to commence its site work. J&J agrees that the active westerly line serving J&J will be abandoned by J&J on or before November 1, 1995, which steam line, once abandoned, shall be removable by DKM at its option in the same manner as set forth above and subject to the indemnifications set forth above. DKM confirms that J&J is released from any and all liabilities or responsibilities with respect to the three (3) steam lines as and when abandoned.

4. J&J'S WATERLINE. J&J hereby acknowledges, confirms and ratifies its consent

that DKM shall have the right, at its sole cost and expense to connect the 12" water main to be constructed by DKM on the DKM Tract and the 16" water main to be constructed by DKM on Lot 28 and Lot 29.03 owned by J&J to the existing 8" domestic water line owned by J&J in the two locations shown on Exhibit "H". DKM agrees that the 16" and 12" waterline extensions for Phase I is shown on Drawing No. 23.10 will be installed prior to the diversion of any water from the existing 8" waterline. The existing 8" domestic water line is currently metered on the Permacel side of U.S. Route 1. In order to separate the use of the water between J&J and DeVry, at DKM's sole expense, the existing meter pit will be removed and a new meter pit will be installed south of where the 12" water line connects to the 8" water line on the DKM Tract or a meter will be installed at a location to be mutually agreed upon between DKM and Artken Realty L.L.C.

5. **MORTGAGE DEFAULT.** If DKM defaults under the Mortgage beyond any applicable cure period which results in J&J or its successors or assigns exercising their rights under the Mortgage to take title to the DKM Tract, DKM agrees to assign to J&J its rights and obligations under the Developers Agreement with the New Jersey Department of Transportation and the Developers Agreement with the Township of North Brunswick and to execute such documents as J&J may reasonably request in connection therewith.

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.

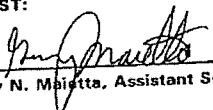
8. **SUCCESSORS AND ASSIGNS.** The terms of this Agreement shall run with the land and be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. **CONFLICT.** The parties hereto acknowledge and agree that the terms and conditions set forth herein shall govern in the event of any conflict between the provisions of this Agreement and any other existing agreement between the parties.

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

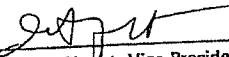
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be signed and sealed on the day and year first written above.

ATTEST:



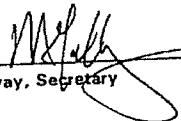
Gary N. Maletta, Assistant Secretary

DKM PROPERTIES CORP.

By: 

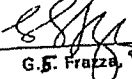
Donald M. Slaght, Vice President

ATTEST:



P.S. Galloway, Secretary

JOHNSON & JOHNSON

By: 

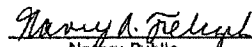
G.F. Frazza, Vice President

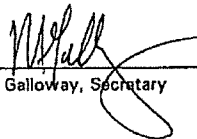
STATE OF NEW JERSEY)
)ss:
COUNTY OF MIDDLESEX)

I CERTIFY that on March 2nd, 1995, P.S. Galloway personally came before me and he acknowledged under oath, to my satisfaction, that:

- (a) he is the Secretary of JOHNSON & JOHNSON, 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 G.S. Frazza, 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;
 - (d) he knows the proper seal of the corporation which was affixed to this document;
- and
- (e) he signed this proof to attest to the truth of these facts.

Signed and sworn to before me
March 2, 1995.


Notary Public
NANCY A. FELCZAK
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 18, 1996

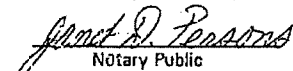

P.S. Galloway, Secretary

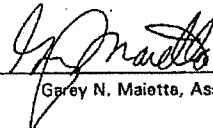
STATE OF NEW JERSEY)
)ss:
COUNTY OF MERCER)

I CERTIFY that on March 7th, 1995, Garey 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. Slight, 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;
 - (d) he knows the proper seal of the corporation which was affixed to this document;
- and
- (e) he signed this proof to attest to the truth of these facts.

Signed and sworn to before me
March 7th, 1995.


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


Garey N. Maietta, Assistant Secretary

This Indenture,

Made the 15th day of April, in the year of our Lord
One Thousand Nine Hundred and Eighty-seven

Between JOHNSON & JOHNSON

whose address is One Johnson & Johnson Plaza, New Brunswick, New Jersey 08933

COUNTY OF MIDDLESEX
CONSIDERATION \$11,000,000.00
REALTY TRANSFER FEE \$4,775.00
DATE 4/15/87 BY [Signature]

In the County of
and State of party of the first part;

And DKM PROPERTIES CORP.

whose address is 993 Lenox Drive, Lawrenceville, New Jersey 08648

In the County of
and State of party of the second part;

Witnesseth, That the said party of the first part, for and in consideration of Eleven Million Dollars (\$11,000,000).

lawful money of the United States of America, to it in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed and by these presents does give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said party of the second part, and to its and assigns, forever.

All that

tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Township of North Brunswick County of Middlesex and State of New Jersey, more particularly described as follows:

SEE SCHEDULE A ANNEXED HERETO AND MADE A PART HEREOF.

Exhibit A

(4)

Prepared By: P. S. Galloway
Peter S. Galloway is ALZ


R4-15-87

EXHIBIT A

BOOK 3608 PAGE 526

BOOK 4224 PAGE 436

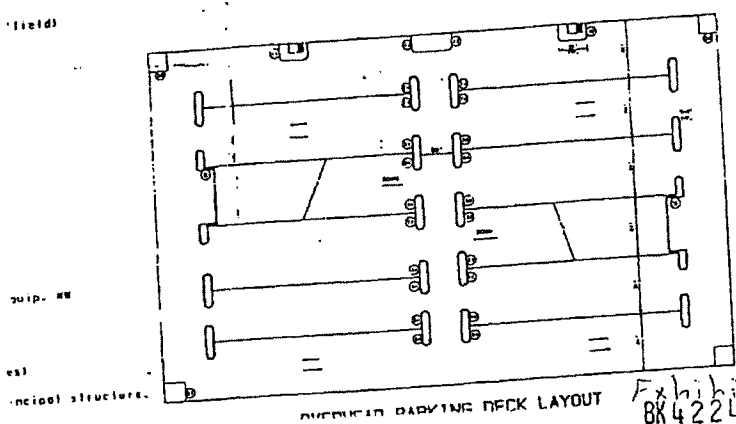
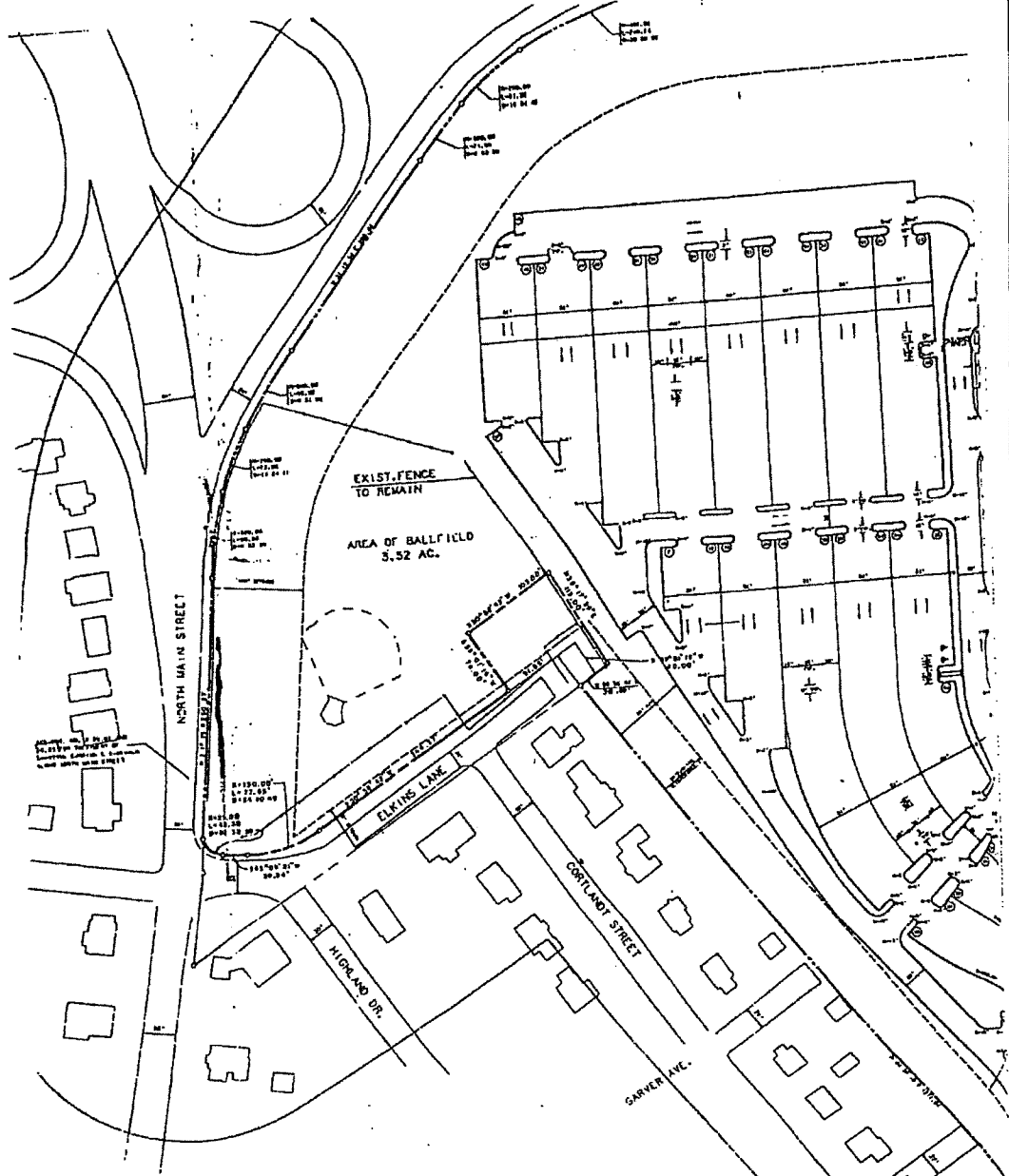
PROJECT WESTON MILL CORPORATE CENTER <small>SOUTH BRANSON</small>	DRAWING TITLE OVERALL SITE PLAN		DRAWING NO. 20.00
	JOB NO. DATE	REVISION SCALE	SHEETS OF
	DRAWN BY CHECKED BY	DATE	OF SHEETS
	COMPANY <small>WESTON MILL CORPORATION</small>		OF SHEETS

	Larson Engineering and Environmental Services River Drive Center 2 Emerald Park, MI 48127 Tel: 734-880-
---	---

REVISION NO.	DESCRIPTION
1	(Signature)

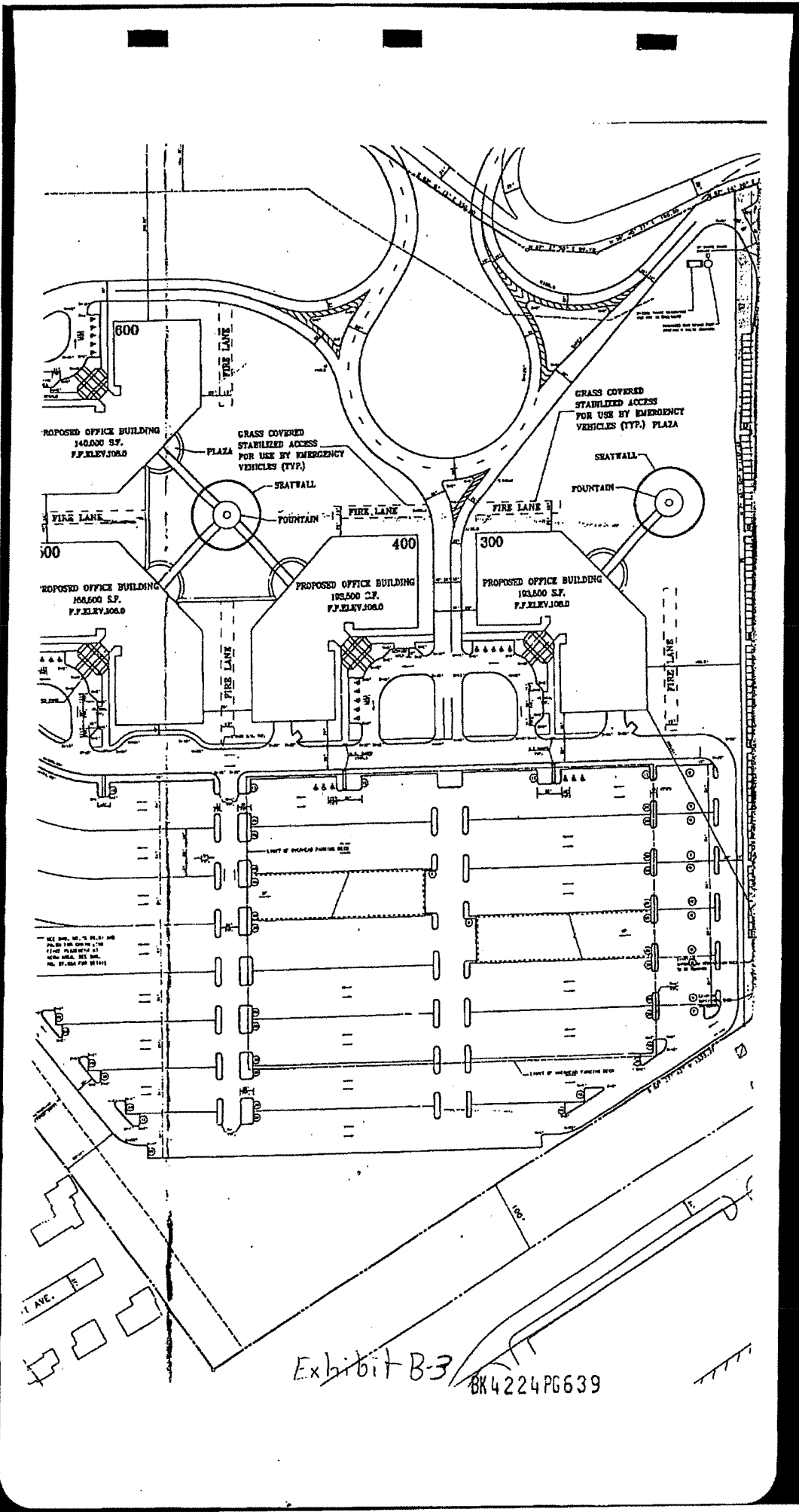
EXHIBIT B-1

BK 4224PG637



DIMENSIONED PARKING DECK LAYOUT

Exhibit R-2
BK 4224 PG 638



800
 PROPOSED OFFICE BUILDING
 140,000 S.F.
 F.F. ELEV. 100.0

GRASS COVERED
 STABILIZED ACCESS
 PLAZA FOR USE BY EMERGENCY
 VEHICLES (TYP.)

GRASS COVERED
 STABILIZED ACCESS
 PLAZA FOR USE BY EMERGENCY
 VEHICLES (TYP.)

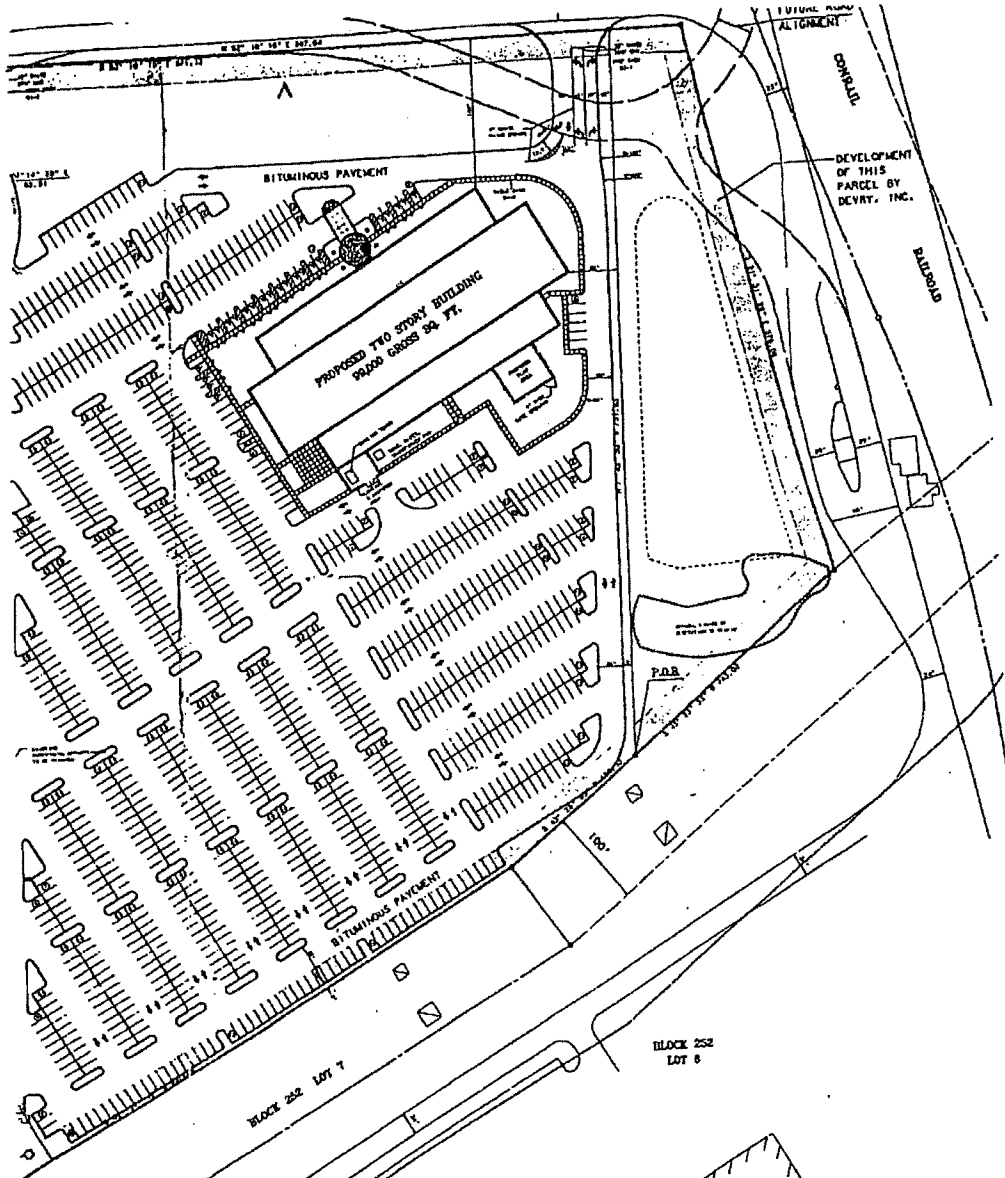
100
 PROPOSED OFFICE BUILDING
 140,000 S.F.
 F.F. ELEV. 100.0

400
 PROPOSED OFFICE BUILDING
 100,000 S.F.
 F.F. ELEV. 100.0

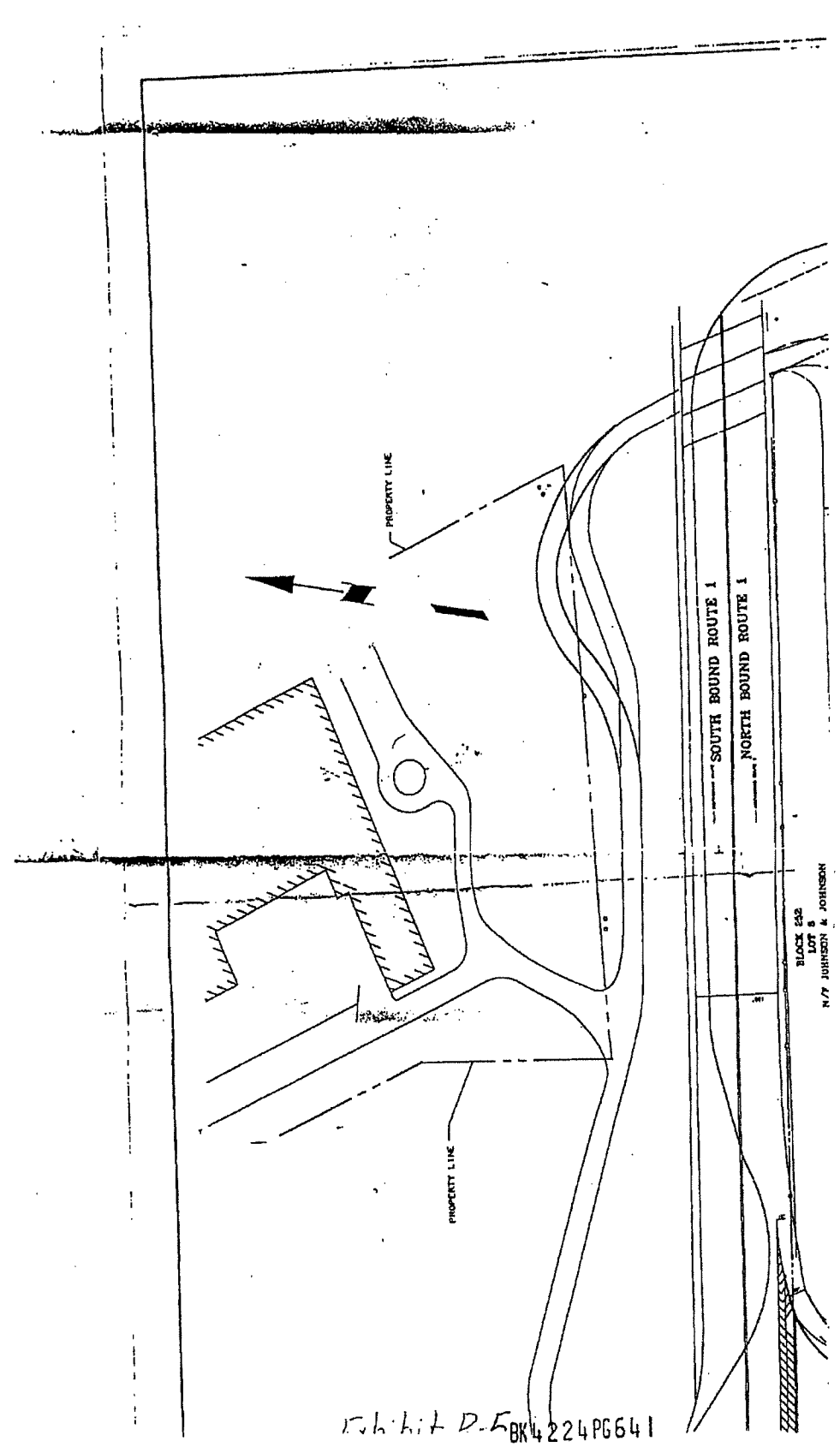
300
 PROPOSED OFFICE BUILDING
 100,000 S.F.
 F.F. ELEV. 100.0

SEE SHEET NO. 10, 11, 12, 13, 14
 FOR THE OTHER BUILDINGS
 1" = 100'-0" (VERTICAL)
 1" = 100'-0" (HORIZONTAL)
 ALL DIMENSIONS IN FEET
 UNLESS OTHERWISE NOTED

Exhibit B-3 BK4224PG639



F.I.I.P.L. BK 4224 PG 640



BLOCK 232
LOT 8
N/Y JOHNSON & JOHNSON

Exhibit D-5 BK 4224 PG 641

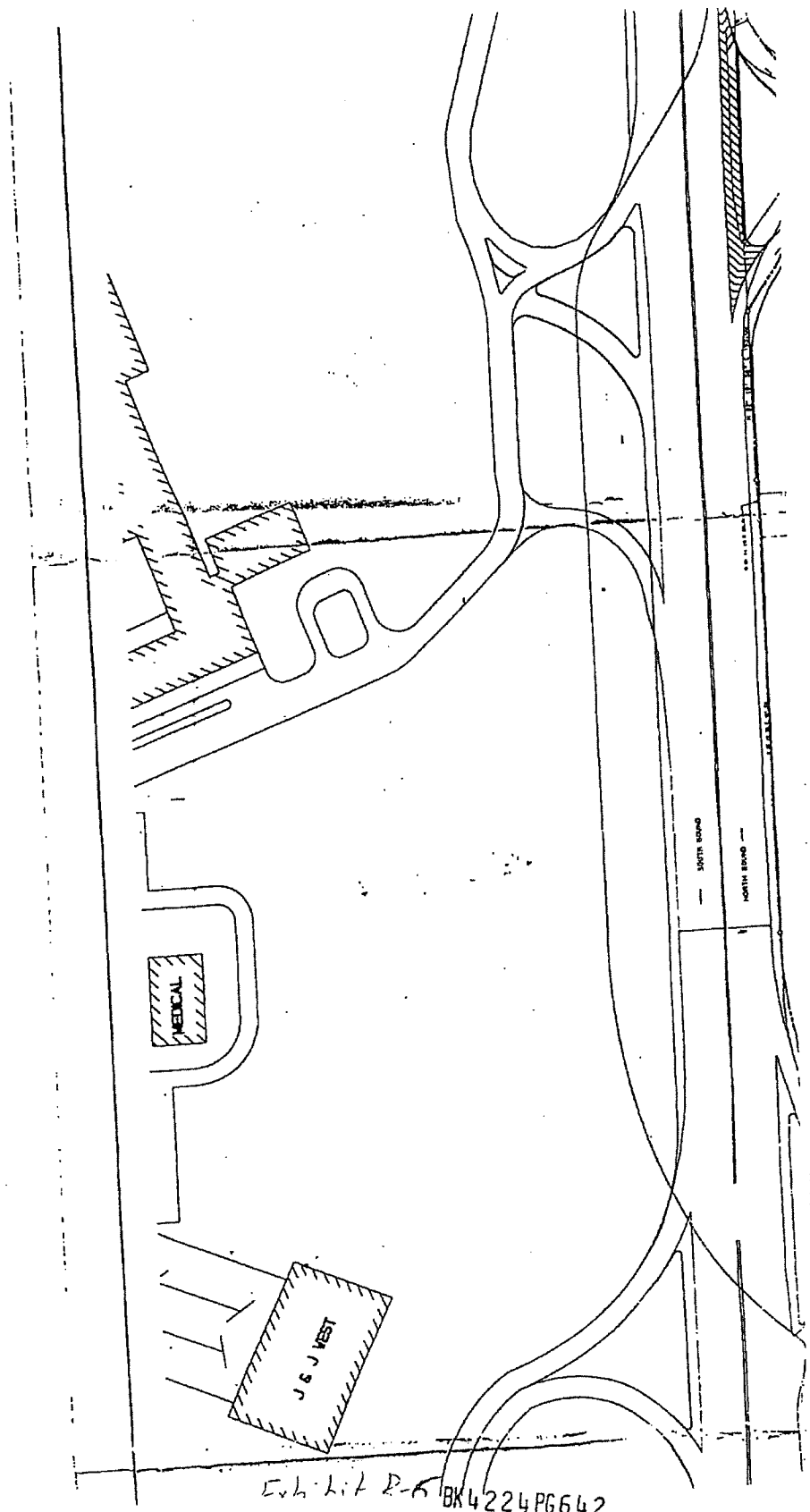


Exhibit B-6 BK4224PG642

RESOLUTION OF FINDINGS AND CONCLUSIONS

BOARD OF ADJUSTMENT OF THE TOWNSHIP OF NORTH BRUNSWICK

WHEREAS, DEVRY, INCORPORATED ("Applicant") and DKM Properties Corp. ("DKM") have applied to the Zoning Board of Adjustment of the Township of North Brunswick for minor subdivision and site plan approval, including certain use and bulk variances, for the premises known as Block 252, Lot 1, on the Tax Map of the Township of North Brunswick (the "Property") for the purpose of constructing a two-story 99,000 square foot building for educational purposes.

WHEREAS, the Board, after carefully considering the evidence presented by applicant, applicant's planner, architect and engineer, the adjoining property owners and the general public, has made the following factual findings:

1. The Property is currently owned by DKM. The North Brunswick Township Planning Board granted DKM site plan approval in 1989 for the construction of six office buildings on the Property.
2. Applicant seeks to subdivide the Property into three tracts, the middle tract ("Applicant's Tract") (approximately 15 acres) to be acquired and owned by Applicant.
3. The Property is located in the Office-Research O-R Zone.
4. Applicant desires to build a two-story 99,000 square foot private for profit secondary educational facility on the Applicant's Tract. The foregoing use is not permitted in the O-R Zone and, consequently, Applicant requires a use variance.
5. Applicant testified that the facility will have a peak enrollment of 2,200

EXHIBIT C

BK 4224 PG 643

students and 140 faculty members with classes held in three shifts.

6. The ownership of the third tract (the "Detention Tract") (approximately 2.3 acres) will be retained by DKM and will be used as a detention area for drainage.
7. Applicant's site plan shows the Applicant's Tract and the Detention Tract replacing the area upon which two (2) of the office buildings were to be located. The Board found that Applicant's proposed site plan for the Applicant's Tract is harmonious with the future construction of the remaining four (4) office buildings as shown on DKM's 1989 site plan and current conceptual site drawings. As such, approval of Applicant's site plan would not nullify the Planning Board's prior approval with respect to the remainder of DKM's site plan for the 49.25 acre tract, subject to the submission of a revised site plan with required engineering modifications.
8. A traffic study (the "Traffic Study") prepared for the Board by Dr. Robert Dresnack, P.E. dated July 12, 1994 concluded that the estimated trip generations created by the educational facility were approximately equivalent to the proposed two (2) office buildings which it will replace. The traffic study further found that parking was ample based on planning figures utilized for educational institutions and should accommodate the parking needs of staff and students during peak periods of assembly. The traffic study made a number of recommendations which were adopted as conditions by the Board.
9. A report was prepared for the Board by CME Associates respecting water and sanitary sewer system improvements (the "Water Report"). The Board adopts the conclusions and recommendations of the Water Report. The Board advised Applicant that Applicant's engineering plans must be revised in accordance with the recommendations set forth in the

Water Report. The Board recommends that the Township Council consider all other recommendations set forth in the Water Report and address same in the developer's agreement between the Township and Applicant and/or DKM.

- 10. The Township Council has adopted an amendment to the Zoning Ordinance which would have the effect of making the educational facility a permitted use in the O-R Zone. However, as of the date of the hearing, the effective date of the amendment had not yet occurred. However, such action by the Township Council was evidence that the Property is a site particularly suited for the educational facility.
- 11. Applicant's planner testified that there were special reasons in support of the use variance and that the application could be granted without substantial detriment to the public good and without substantial impairment to the intent and purpose of the zone plan and Zoning Ordinance.
- 12. Access and egress to and from the Applicant's Tract shall be from Route 1 and the private access roads servicing Applicant's Tract and not from any other public roads or streets.

WHEREAS, the Board of Adjustment has determined that the special reasons do exist for the relief sought by applicant for the following reasons:

The site is particularly suited for educational facility use. Other sites in the general area are utilized for uses similar to the proposed use. Further evidence of the suitability of the site is the Township Council's adoption of an amendment to the Zoning Ordinance permitting such use in the O-R Zone. The use requires accessibility to major roads and the site provides such access from Route 1.

BK4224PG645

WHEREAS, the Board has determined that the relief requested by applicant can be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the zone plan and zoning ordinance for the following reasons:

- 1. The traffic impact of the educational facility will be substantially similar to the traffic impact of the two proposed office buildings which it replaces.
- 2. The facility should have no substantial aesthetic impact on the area.
- 3. There is no impairment of the zone plan as further evidenced by the pending Zoning Ordinance Amendments.

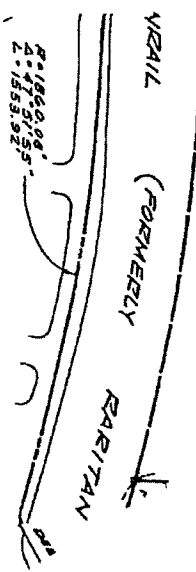
NOW, THEREFORE, BE IT RESOLVED by the Board of Adjustment of the Township of North Brunswick, on this 10th day of August, 1994 that approval of the application of Devry, Incorporated be granted subject to the following conditions:

- 1. Applicant's compliance with each and every item (excepting item 12) set forth in the Township Engineer prepared "Points for Zoning Board of Adjustment Consideration, Block 252, Lot 1 - File No. 5.1.655 - June, 1994".
- 2. Applicant's compliance with the recommendations set forth in the Traffic Study in items No. 4, 5 and 6 beginning on page 7 under the heading Conclusions and Recommendations. With respect to item 4, Applicant shall make timely applications to the New Jersey DOT for approval of signage.
- 3. Applicant revise all plans in accordance with the recommendations contained in the Water Report.

BK 4224PG646

The grant of variance specified herein shall not be construed to obviate satisfaction of other requirements of the zoning ordinance or applicable laws, regulations, resolutions and ordinances of the State of New Jersey, County of Middlesex and Township of North Brunswick.

BK4224PG647



1. SURVEY.
2. UNDERGROUND UTILITY LOCATIONS OBTAINED FROM REFERENCE MAPS AND MAY VARY FROM THEIR ACTUAL LOCATION. THIS INFORMATION SHOULD BE FIELD VERIFIED.
3. THE MERIDIAN OF THIS SURVEY HAS BEEN ESTABLISHED FROM THE REFERENCE MAP NOTED AS NO. 1 HEREON AND IS AN ARBITRARY SYSTEM.
4. BLOCK 252, LOT 1 IS SUBJECT TO THE RESTRICTIONS OF RECORDED AS RECORDED IN DEED BOOK 3608, PAGE 526.

DATE	DESCRIPTION	NO.
2/18/04	ADDED EASEMENT NUMBERS AND TO PARCELS	
12/19/04	REV. CERTIFICATION AND ADDED EASEMENTS	
12/8/04	REV. CERTIFICATION AND ADDED EASEMENTS	
11/10/04	REV. PER TOWNSHIP COMMENTS	
7/21/04	ADDED WATER LINE/EASEMENT AND ELJONS LANE VACATION	
6/29/04	TOWNSHIP COMMENTS	
6/23/04	ADDED ELJONS LANE	
REVISIONS		

of Management, Inc.,
 Insurance Company
 S CORPORATION
 IVE
 E, N.J. 08648

Langan
 Engineering and Environmental Services, Inc.
 River Drive Center 1
 Elmwood Park, New Jersey 07407
 (201)794-6600
ELMWOOD PARK, NJ NEW YORK, NY MIAMI, FL DOYLESTOWN, PA

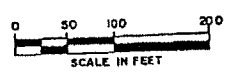
RECORD OF THE PROPERTY AS SHOWN HEREON DO
 OF SAID MAP IN THE MIDDLESEX COUNTY CLERKS

ROBERT S. POWERS
ROBERT S. POWERS JR.

BEFORE ME ON 7/21/04 AND
in presence of

NOTARY PUBLIC
 Middlesex County, N.J.
 My Comm. Expires 07/21/08

Exhibit D.




PROJECT
DEVRY INSTITUTE
 MIDDLESEX COUNTY
 NORTH BRUNSWICK NEW JERSEY
 DRAWING TITLE
**PROPOSED MINOR
 SUBDIVISION**
 TAX MAP SHEET 78
 BLOCK 252 LOT 1

JOB NO.	12178.2D	DRAWING NO.	07.01
DATE	13 JUNE 1994		
SCALE	1"=100'		
DRN. BY	S.G.		
CHKD. BY	JR./KJ	1 OF 1 SHEETS	

BK 4224 PG 648

Record & Return **13799**
TRANS-COUNTY TITLE AGENCY, INC.
P. O. Box 675
New Brunswick, NJ 08903

RETURN TO 

MI DKM19

Prepared by:

Bruce Lubitz
Bruce Lubitz, Esquire

EASEMENT AGREEMENT

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

WITNESSETH:

WHEREAS, DKM is the owner of certain property situate in the Township of North Brunswick, County of Middlesex, State of New Jersey known as a portion of Lot 1, Block 252 (the "DKM Property"); and

WHEREAS, J&J is the owner of property contiguous to the DKM Property and situate in the Township of North Brunswick, County of Middlesex, State of New Jersey and known as Lot ____, Block ____ (the "J&J Property"); and

WHEREAS, there is presently existing upon the DKM Property a certain steam line which is more particularly depicted as the southerly most steam line on a boundary survey of the DKM Property prepared by Langan Engineering Associates, Inc. dated February 2, 1987; and

WHEREAS, the parties hereto desire to make provision for the continued use of the steam line by J&J upon the terms and provisions herein set forth.

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. DKM hereby grants to J&J and its successors and assigns, as owner of the J&J Property, an easement across the DKM Property to permit the J&J steam line to remain as located, except as otherwise provided herein.

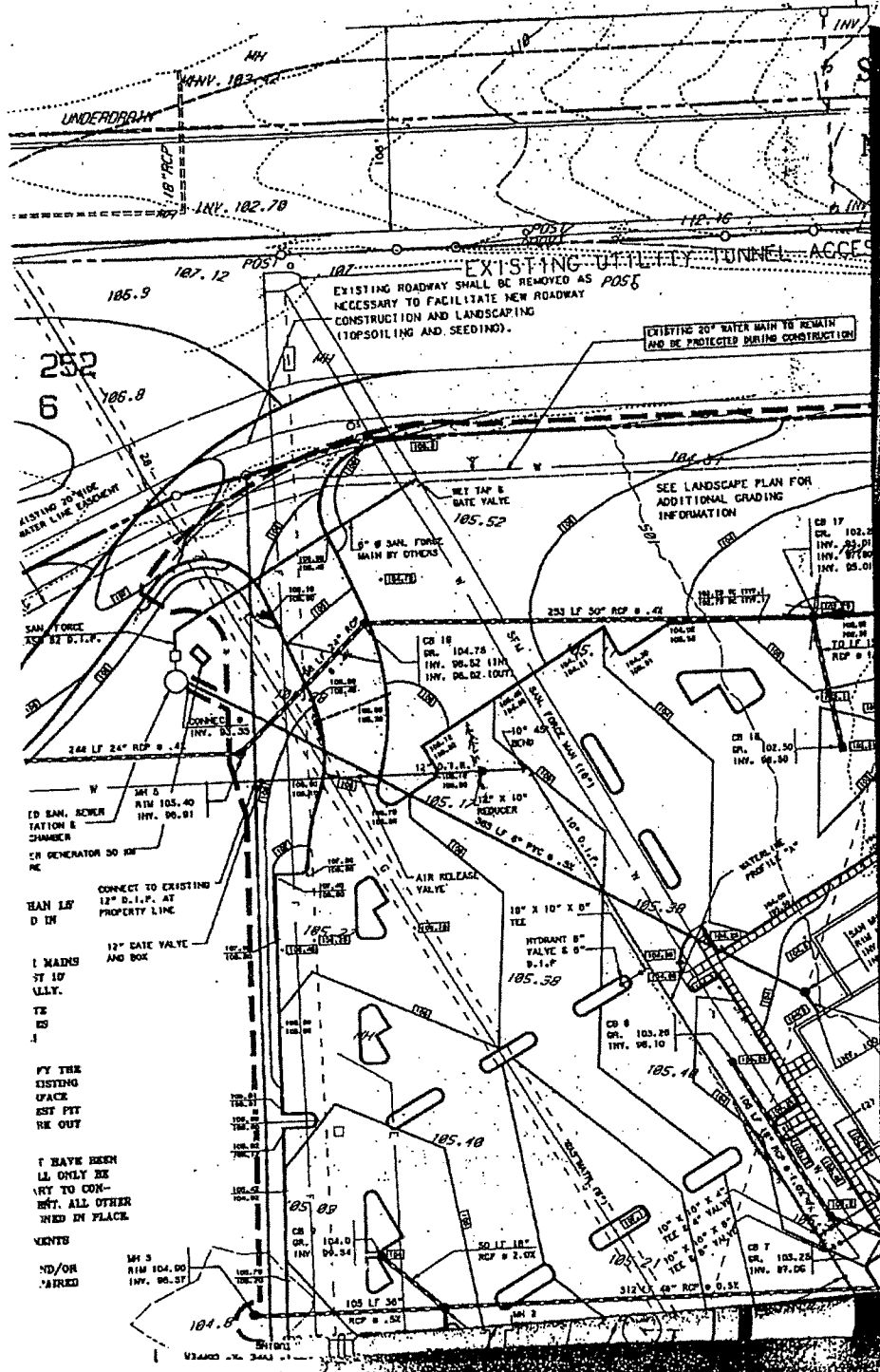
BOOK 3608 PAGE 548

59
R4/15/87

Rubitz

EXHIBIT E

BK 4224 PG 649



252
6

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

EXISTING 20" WATER MAIN TO REMAIN
AND BE PROTECTED DURING CONSTRUCTION

SEE LANDSCAPE PLAN FOR
ADDITIONAL GRADING
INFORMATION

CONNECT TO EXISTING
12" D.I.P. AT
PROPERTY LINE

12" GATE VALVE
AND BOX

1" MAINS
ST 10'
VALV.
TE
ED

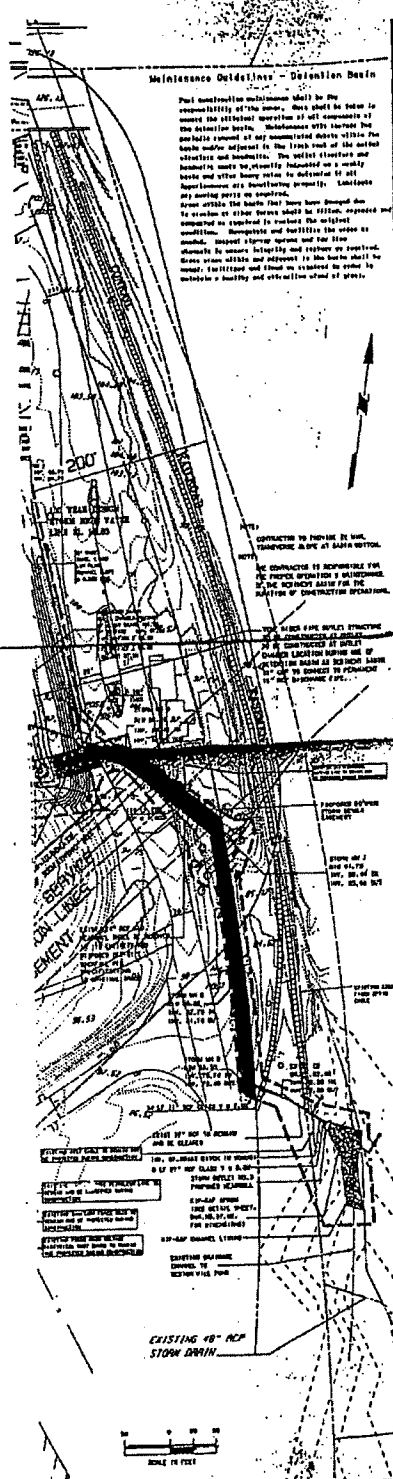
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INED IN PLACE

VENTS
ND/OR
ATED

EXHIBIT E-1 (P. 2)

BK 4224 PG 650



Retention Detention Basin

Full construction maintenance shall be the responsibility of the owner. This shall be done to ensure the proper operation of all components of the retention basin. Maintenance will include the regular removal of any accumulated debris within the basin and adjacent to the trash rack of the outlet structure and headwalls. The outlet structure and headwall shall be routinely inspected on a weekly basis and after heavy rain to determine if all components are functioning properly. Locate any existing or proposed structures. Locate any existing or proposed structures. Locate any existing or proposed structures. Locate any existing or proposed structures.

DEVRV TECHNICAL INSTITUTE
 OF NEW JERSEY
 NORTH BRUNSWICK, NEW JERSEY

GRADING, DRAINAGE, & UTILITIES
 PLAN

2101

OPUS
 CONSULTING ENGINEERS & ARCHITECTS, P.C.
 700 West Street
 800 West Road East
 Montclair, New Jersey 07042
 Telephone: (973) 241-1100 FAX: (973) 241-1101

DEVRV TECHNICAL INSTITUTE
 OF NEW JERSEY
 NORTH BRUNSWICK, NEW JERSEY

GRADING, DRAINAGE, & UTILITIES
 PLAN

NO.	DATE	DESCRIPTION
1	06/14/00	ISSUED FOR PERMIT
2	06/14/00	ISSUED FOR PERMIT
3	06/14/00	ISSUED FOR PERMIT
4	06/14/00	ISSUED FOR PERMIT
5	06/14/00	ISSUED FOR PERMIT
6	06/14/00	ISSUED FOR PERMIT
7	06/14/00	ISSUED FOR PERMIT
8	06/14/00	ISSUED FOR PERMIT
9	06/14/00	ISSUED FOR PERMIT
10	06/14/00	ISSUED FOR PERMIT

Exhibit F (2002)

BX 4-224 PG 65

RECEIVED
JUN 24 1994

James N. Hilton

Via Fax and Mail
(609) 894-4932 - 1 page

ONE JOHNSON & JOHNSON PLAZA
NEW BRUNSWICK, N.J. 08933

June 23, 1994

Paul McArthur
Senior Vice President
DKM Properties Corp.
Princeton Pike Corporate Center
1009 Lenox Drive
Lawrenceville, NJ 08648

Dear Paul:

We have reviewed DKM's requests associated with the DeVry purchase and wish to respond to them. The following requests are acceptable and we will provide appropriate consents contingent upon closing of the purchase and for items 2 and 3, receipt of appropriate indemnification.

- 1) Use as institution for higher education
- 2) Relocating sewer pump
- 3) Tapping into existing sewer force main

If you have any questions regarding the above, Paul, kindly give me a call at (908) 524-3881.

Best regards,

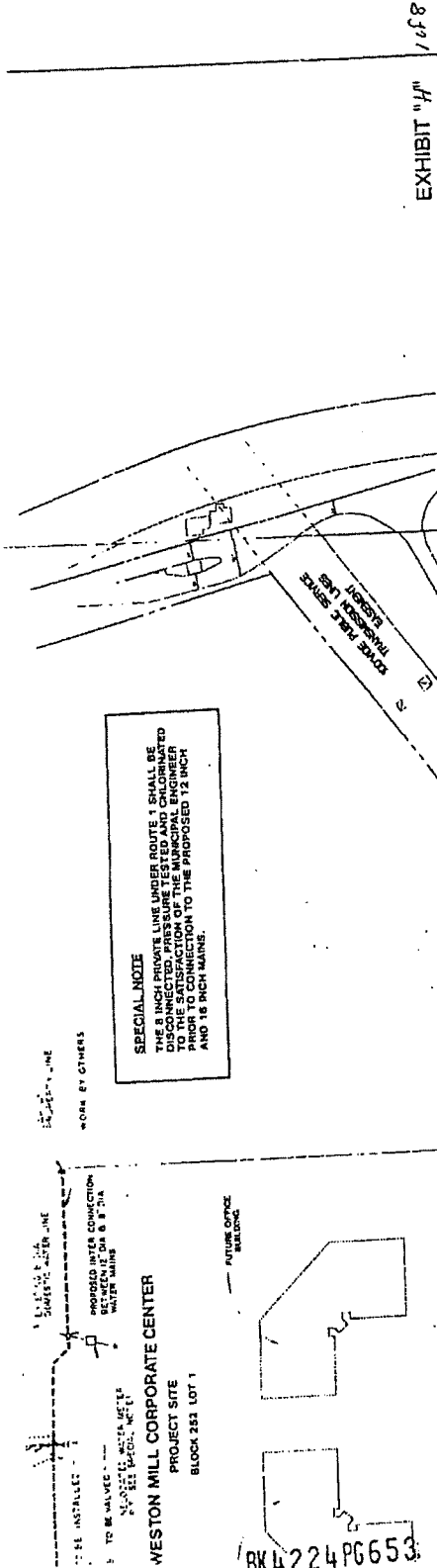

Marianne Yorke

cc: John Beldler
Stan Burd
Rob Cotter
Dave Crosby
Bob Gamgort
Jim Hilton ✓

EXHIBIT G

** TOTAL PAGE.07 **

BK 4 224 PG 652



SPECIAL NOTE
 THE 8 INCH PRIVATE LINE UNDER ROUTE 1 SHALL BE DISCLOSED TO THE PUBLIC AND COLOR-MARKED PRIOR TO CONNECTION TO THE MUNICIPAL ENGINEER'S OFFICE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MUNICIPAL ENGINEER PRIOR TO CONNECTION TO THE PROPOSED 12 INCH AND 16 INCH MAINS.

EXHIBIT "H" 168

WESTON MILL CORPORATE CENTER PROJECT SITE BLOCK 283 LOT 1	PROJECT Langen Engineering 20 Main Street Portland, ME 04101	DRAWING TITLE WATER MAIN INSTALLATION -SCOPE OF WORK-	JOB NO. 9-89-00	DRAWING NO. 23.10
			SCALE 1"=10'	SHEETS 1/10 OF SHEETS

BK 4 224 PG 653

1. This drawing is a preliminary drawing and is not to be used for construction purposes without the approval of the Engineer. It is the responsibility of the client to verify all data and conditions shown on this drawing.

2. The Engineer does not warrant the accuracy of the information provided by the client. It is the client's responsibility to provide accurate and complete information.

3. The Engineer does not warrant the accuracy of the information provided by the client. It is the client's responsibility to provide accurate and complete information.

4. The Engineer does not warrant the accuracy of the information provided by the client. It is the client's responsibility to provide accurate and complete information.

5. The Engineer does not warrant the accuracy of the information provided by the client. It is the client's responsibility to provide accurate and complete information.

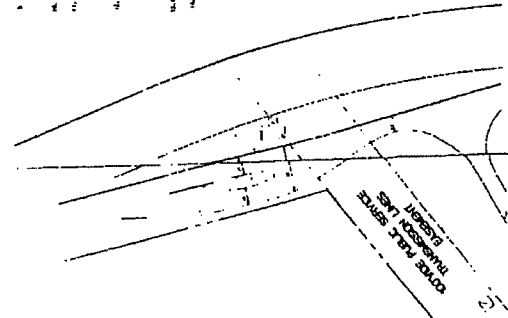
6. The Engineer does not warrant the accuracy of the information provided by the client. It is the client's responsibility to provide accurate and complete information.

7. The Engineer does not warrant the accuracy of the information provided by the client. It is the client's responsibility to provide accurate and complete information.

8. The Engineer does not warrant the accuracy of the information provided by the client. It is the client's responsibility to provide accurate and complete information.

9. The Engineer does not warrant the accuracy of the information provided by the client. It is the client's responsibility to provide accurate and complete information.

10. The Engineer does not warrant the accuracy of the information provided by the client. It is the client's responsibility to provide accurate and complete information.



SPECIAL NOTE
 THE 8 INCH PRIVATE LINE UNDER ROUTE 1 SHALL BE DISCONNECTED, PRESSURE TESTED AND CALORIMETERED PRIOR TO CONNECTION TO THE PROPOSED 12 INCH AND 18 INCH MAINS.

WORK BY OTHERS
 12" DIAM. WATER MAIN

TO BE VALUED
 12" DIAM. WATER MAIN
 40' SEE SPECIAL NOTE

WESTON MILL CORPORATE CENTER
 PROJECT SITE
 BLOCK 352 LOT 1

FUTURE OFFICE BUILDING

BK 4224 PG 654

JOB NO. 87111 DRAWING NO. 23.10A
 SHEET 1 OF 1
 DATE 04/11/07
 SCALE 1"=100'
 DESIGNER J.A.B.
 CHECKER J.A.B.

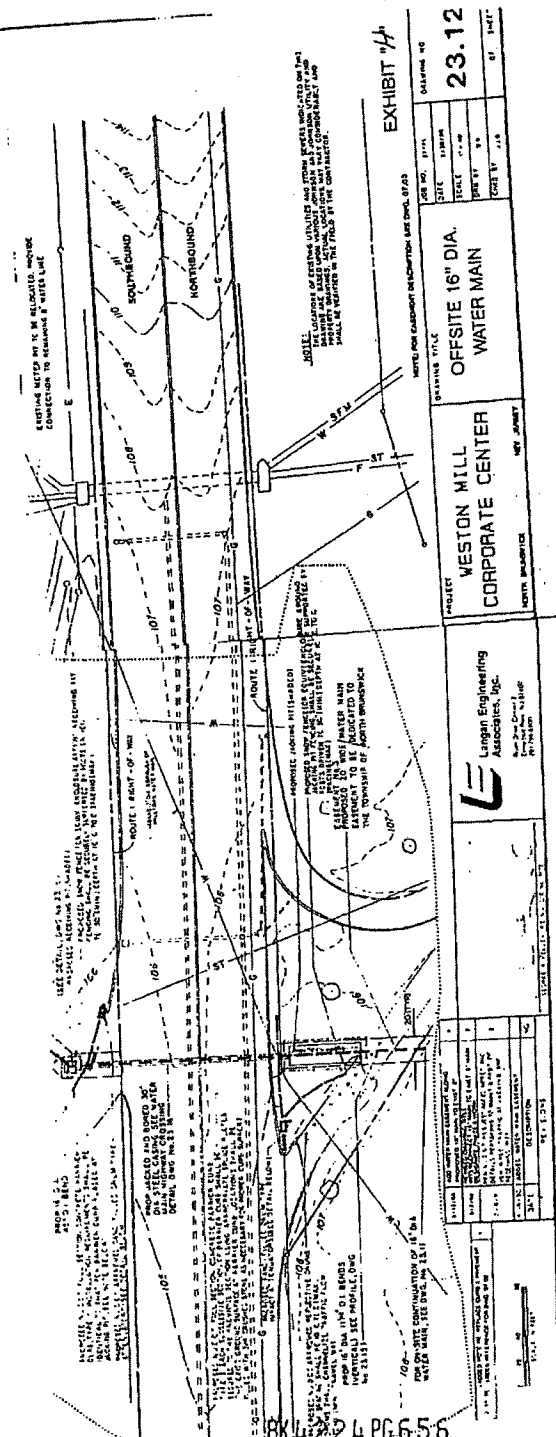
WESTON MILL CORPORATE CENTER
 WATER MAIN INSTALLATION
 SOIL EROSION & SEDIMENT CONTROL PLAN

Lengen Engineering
 1200 WESTON MILL CORPORATE CENTER
 WESTON, MI 48395-4000
 (248) 648-4000

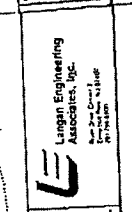
APPROVED:

REV. 1/05

SCALE: AS SHOWN



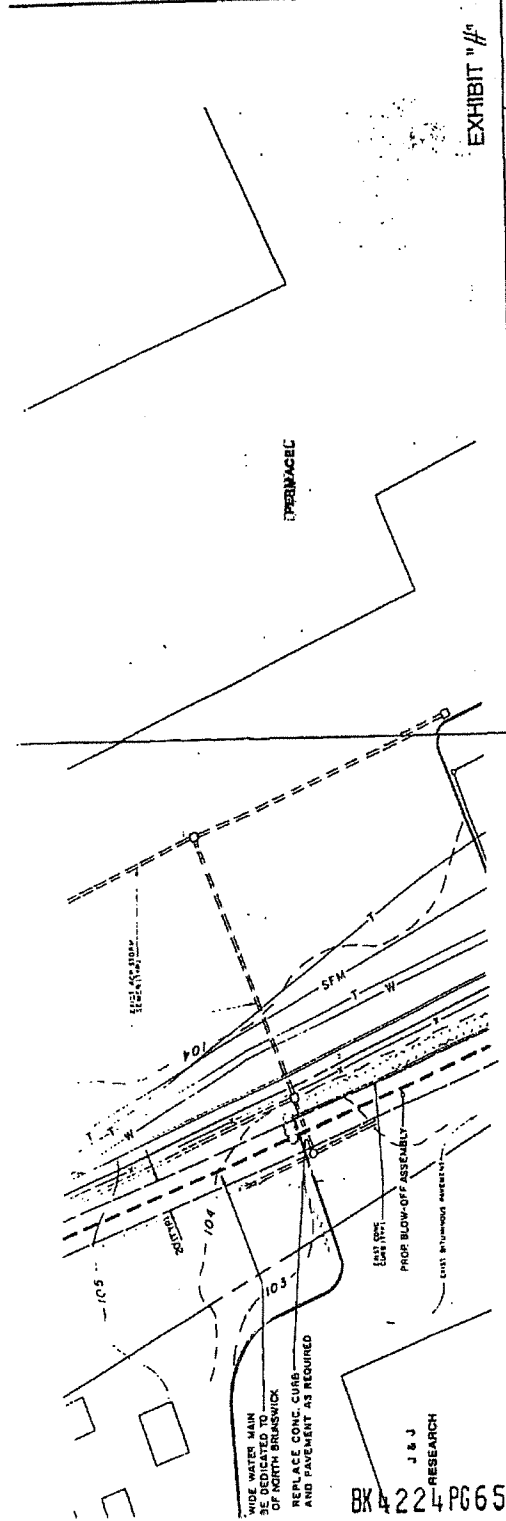
PROJECT		WESTON MILL CORPORATE CENTER	
CLIENT		WESTON MILL	
DATE		23.12	
SCALE		1" = 10'	
SHEET		4/4	
DATE		12/23/12	



DATE		12/23/12	
SCALE		1" = 10'	
SHEET		4/4	
DATE		12/23/12	

BK4724 PG 656

EXHIBIT #/s



WIDE WATER MAIN
BE DEDICATED TO
OF NORTH BRASWICK
REPLACE CONC. CURB
AND PAVEMENT AS REQUIRED

J & J
RESEARCH

BX 4224 PG 657

JOB NO. 1111 DATE 12/20/80 SCALE 1"=40' DES. BY L.W.L. CHKD. BY J.L.B.		DRAWING NO. 23.13	
PROJECT WESTON MILL CORPORATE CENTER NORTH BRASWICK		DRAWING TITLE OFFSITE 16" DIA. WATER MAIN	
Langan Engineering Associates, Inc. One Dixie Center 7 North Brunswick, NJ 08901		REV. SHEET NET SHEET	
REVISIONS NO. DESCRIPTION		SHEET 13 OF 13	

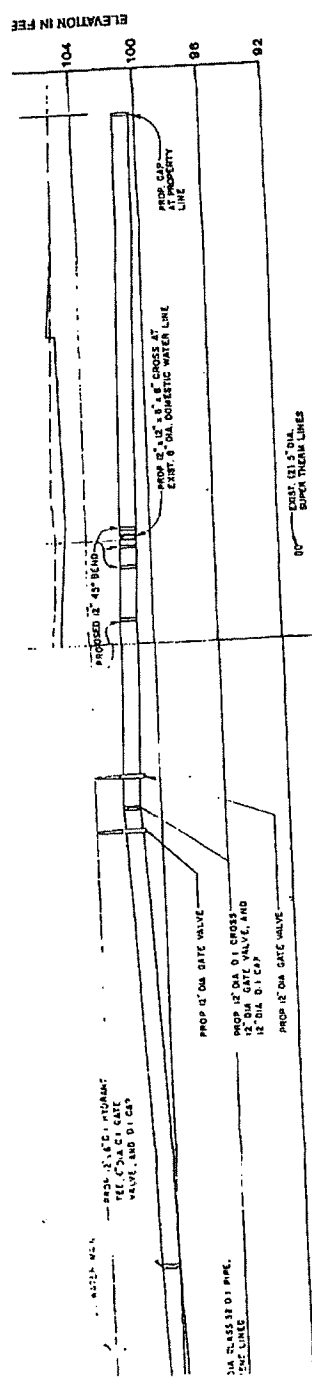


EXHIBIT "H"

JOB NO. 8711	DRAWING NO.
DATE 3/20/90	23.14
SCALE 1"=20' (HORIZ.) 1"=10' (VERT.)	
DRAWN BY S.G.	
CHECKED BY J.A.O.	

DRAWING TITLE
 12" DIA. WATER MAIN
 PROFILE
 FROM 107 DIA. MUNICIPAL MAIN AT NORTH
 MAIN STREET TO 8K-SITE 16" DIA. MAIN

PROJECT
 WESTON MILL
 CORPORATE CENTER



Lengen Engineering
 1111 West Center 2
 Lincoln Park, NJ 07030
 TEL 973-980-1100

NO.	DATE	DESCRIPTION	REVISIONS
1		ISSUED FOR CONSTRUCTION TO PROPERTY LINE	
2		ISSUED FOR CONSTRUCTION TO PROPERTY LINE	

BK4224PG658

BR 4224 PG 659

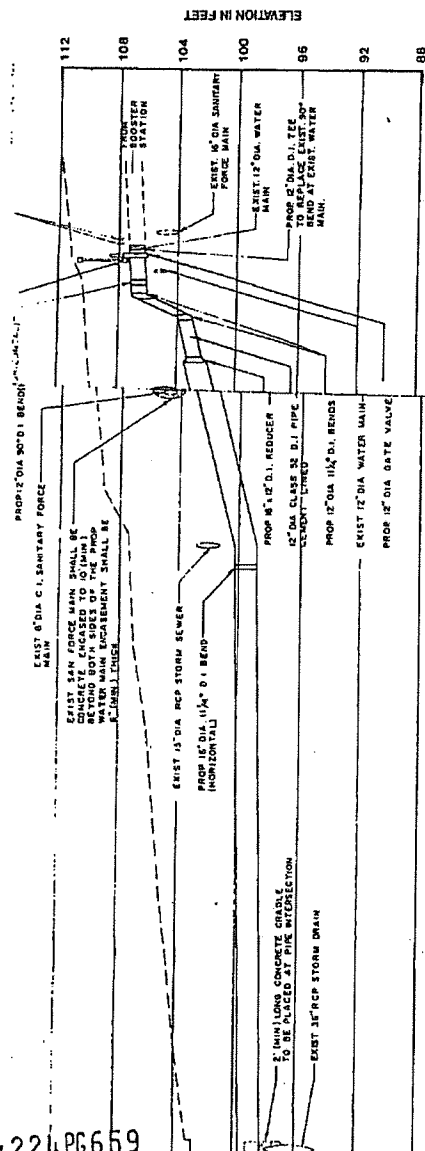


EXHIBIT "H" 70F 8

JOB NO.	8711	DRAWING NO.	23.15
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BY	J.J.O.	CHECKED BY	J.J.O.
DATE		DATE	

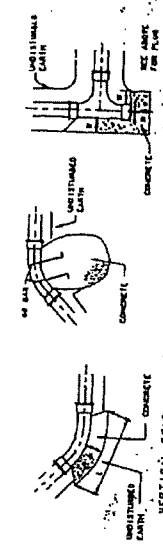
DRAWING TITLE
16" DIA. WATER MAIN PROFILE
 (FROM OH-SITE 12" DIA. MAIN AT LOOP TO MUNICIPAL WATER STORAGE TANK PROPERTY)

PROJECT
WESTON MILL CORPORATE CENTER
 SOUTH BEND, INDIANA

Langan Engineering
 1000 North Lincoln Street
 Chicago, Illinois 60610
 Phone: 312-467-4000

DATE: 2/20/80 BY: J.J.O.

NO.	DESCRIPTION	QTY	REVISIONS
1	ISSUED FOR PERMITS	1	
2	FOR CONSTRUCTION	1	
3	FOR RECORD	1	

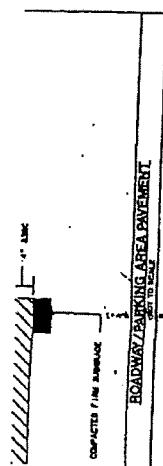


THRUST BLOCK SCHEDULE

PIPE DIA.	12"	14"	16"	18"	20"	22"	24"	26"	28"	30"	32"	34"	36"	38"	40"
MIN. DIST. FROM CURB	12"	14"	16"	18"	20"	22"	24"	26"	28"	30"	32"	34"	36"	38"	40"
MIN. DIST. FROM WALL	12"	14"	16"	18"	20"	22"	24"	26"	28"	30"	32"	34"	36"	38"	40"
MIN. DIST. FROM CENTERLINE	12"	14"	16"	18"	20"	22"	24"	26"	28"	30"	32"	34"	36"	38"	40"

END OF DOCUMENT

BK4224PG660

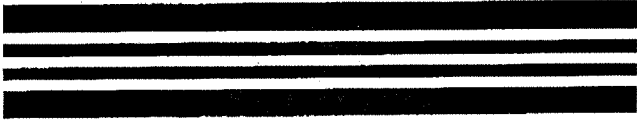


NO.	DATE	DESCRIPTION
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2	10/15/00	REVISED PER COMMENTS
3	10/15/00	REVISED PER COMMENTS
4	10/15/00	REVISED PER COMMENTS
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6	10/15/00	REVISED PER COMMENTS
7	10/15/00	REVISED PER COMMENTS
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48	10/15/00	REVISED PER COMMENTS
49	10/15/00	REVISED PER COMMENTS
50	10/15/00	REVISED PER COMMENTS

Le Leagon Engineering
 1100 S. 1st Avenue, Suite 200
 Phoenix, AZ 85004
 Phone: 602.254.1100
 Fax: 602.254.1101
 Email: info@leagon.com

WESTON MILL CORPORATE CENTER
 WESTON MILL CORPORATE CENTER
 WESTON MILL CORPORATE CENTER
 WESTON MILL CORPORATE CENTER

NO.	DATE	DESCRIPTION
1	10/15/00	ISSUED FOR PERMIT
2	10/15/00	REVISED PER COMMENTS
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MIDDLESEX COUNTY CLERK

Return To:

FARER FERSKO PA
600 SOUTH AVE
P O BOX 580
WESTFIELD NJ 07091

New Jersey Economic Development
~~DKM PROPERTIES CORP.~~
Authority

Index DEED BOOK

Book 05938 Page 0193

No. Pages 0003

Instrument DEED W/O ABSTRA

Date : 4/23/2008

Time : 9:13:00

Control # 200804230065

INST# DE 2008 004567

Employee ID DALALB

RECORDING	\$	30.00
DARM	\$	6.00
NJPRPA	\$	4.00
-	\$.00
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Total: \$ 40.00

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

ELAINE FLYNN
COUNTY CLERK



200804230065



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Farer Fersko, PA
600 South Avenue
P.O. Box 580
Westfield, NJ 07091
Attn: Jack Fersko, Esq.

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ELAINE M. FLYNN
MIDDLESEX CTY CLERK

2008 APR 23 AM 9:10

BOOK # _____

PAGE # _____

OF PAGES _____

Notice of Termination of Rights to Steam Line

This Notice of Termination of Rights to Steam Line (the "Notice of Termination") is made as of the 15th day of April, 2008, by the New Jersey Economic Development Authority, an instrumentality of the State of New Jersey, with an address at 36 West State Street, P.O. Box 990, Trenton, New Jersey 08625-0990 (the "NJEDA").

Background

A. DKM Properties Corp., a New Jersey corporation ("DKM"), and Johnson & Johnson, a New Jersey corporation ("J&J"), entered into a certain Easement Agreement, dated and recorded on April 15, 1987, in the Middlesex County Clerk's Office in Deed Book 3608, Page 548, which agreement was amended by the parties by a certain Consent Agreement, dated March 7, 1995, and recorded in the Middlesex County Clerk's Office in Deed Book 4224, Page 632, on March 10, 1995 (which agreements are collectively referred to herein as the "Easements").

B. The Easements provided for, among other things, certain rights in three steam lines located on the lot then known and designated as Lot 1 in Block 252, on the Tax Map of the Township of North Brunswick, Middlesex County, New Jersey. More particularly, the Easements provided, in part, for the abandonment by J&J of the westerly steam line, as it is referred to in the Easements, on or before November 1, 1995, which steam line is located on what currently is known and designated as Lot 1.06 in Block 252, which lot was created by the subdivision of Lot 1 (referred to hereinafter as "Lot 1.06").

C. The Easements also provided DKM with the right to remove the westerly steam line after its abandonment by J&J.

D. The westerly steam line has since been abandoned, as shown by a current survey of Lot 1.06 prepared and certified to the NJEDA by Langan Engineering on February 8, 2008

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E. Subsequent to the abandonment of the westerly steam line by J&J, DKM conveyed Lot 1.06 to the NJEDA, by deed dated October 25, 2004, and recorded in the Middlesex County Clerk's Office at Deed Book 5404, Page 758, on November 3, 2004.

NOW, THEREFORE, the NJEDA by the recording of this Notice of Termination hereby gives notice of the following:

Notice

1. **Notice.** The NJEDA, as successor in title to DKM of Lot 1.06, hereby gives notice of the abandonment of the westerly steam line, and the termination of the easement rights to the westerly steam line granted by the Easements.

2. **Incorporation of Background Section.** The Background section is incorporated herein by reference as if set forth at length.

In Witness Whereof, the NJEDA has caused this Notice of Termination to be executed the day and year first above written.

Attest:

New Jersey Economic Development Authority, an instrumentality of the State of New Jersey

By:

David E. Nuse
David E. Nuse
Director of Real Estate Division

Caren S. Frantzini
Caren S. Frantzini
Chief Executive Officer

State of New Jersey)
) ss:
County of Middlesex)

Be it remembered, that on this 15 day of April, 2008, before me the subscriber, personally appeared Caren S. Frantzini, who, I am satisfied, is the person who signed the within instrument as CEO of the New Jersey Economic Development Authority, the instrumentality of the State of New Jersey named therein and he/she thereupon acknowledged that the said instrument, made by the corporation and sealed with its corporate seal, was signed, sealed with the corporate seal and delivered by him/her as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.

Cathleen A. Schweppenheiser
(A Notary Public of
My Commission Expires: _____
(Affix notarial seal)

CATHLEEN A. SCHWEPPEHEISER
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 1, 2009

805938P0195

RETURN TO ➔

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

133841

RESTATED AND AMENDED RECIPROCAL EASEMENT AND UTILITY AGREEMENT

BY AND AMONG

ARTKEN REALTY, L.L.C.,

JOHNSON & JOHNSON,

DKM PROPERTIES CORP.,

AND

KELLER GRADUATE SCHOOL OF MANAGEMENT, INC.

RECEIVED/RECORDED
MIDDLESEX COUNTY 03/10/95 113025
CONSIDERATION 1.00 TAX
DEED REC. FEE \$227.00
INSTRUMENT DEED J239 NAME SJ 1.00

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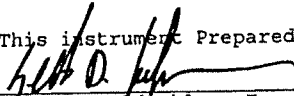
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This instrument Prepared by

Seth D. Geidzahler, Esquire

RESTATED AND AMENDED RECIPROCAL EASEMENT AND UTILITY AGREEMENT

THIS RESTATED AND AMENDED RECIPROCAL EASEMENT AND UTILITY AGREEMENT, made this 2nd day of March, 1995 by and among ARTKEN REALTY, L.L.C., a New Jersey limited liability company, having an address at c/o Silverline Building Products Corp., 207 Pond Avenue, Middlesex, New Jersey 08846 ("ARTKEN"), JOHNSON & JOHNSON, a New Jersey corporation, having an office at One Johnson & Johnson Plaza, New Brunswick, New Jersey 08933 ("J&J"), DKM PROPERTIES, CORP., a New Jersey Corporation, having an office at 1009 Lenox Drive, P.O. Box 6540, Lawrenceville, New Jersey 08648 ("DKM"), and KELLER GRADUATE SCHOOL OF MANAGEMENT, INC., a Delaware corporation, having an office at One Tower Lane, Suite 1000, Oakbrook Terrace, Illinois 60181 ("KELLER").

WITNESSETH:

WHEREAS, ARTKEN is the owner of certain property situate in the Township of North Brunswick, County of Middlesex, State of New Jersey, and designated as 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, as approved by the Planning Board of the Township of North Brunswick (the "Subdivision Plat") all as more particularly described on Exhibit A-1 annexed hereto (the "ARTKEN Property");

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WHEREAS, DKM is the owner of certain property situate in the Township of North Brunswick, County of Middlesex, State of New Jersey, and designated as Lot 1 in Block 252 as more particularly described on Exhibit A-2 annexed hereto;

WHEREAS, on or about December 20, 1994, J&J and ARTKEN entered into a Reciprocal Easement and Utility Agreement which agreement was recorded with the Middlesex County Clerk's Office on December 21, 1994, as Instrument Number 100249, in Book 4206 at Page 30 (the "REUA");

WHEREAS, DKM has subdivided Lot 1 into three separate parcels, known as New Lot 1.1 (the "DKM Property"), New Lot 1.2 (the "KELLER Property") and New Lot 1.3 (the "ATLANTIC Property"), all as more particularly described on Exhibit A-2 annexed hereto;

WHEREAS, DKM this day has conveyed to KELLER the KELLER Property;

WHEREAS, J&J is the owner of certain property situate in the Township of North Brunswick, County of Middlesex, State of New Jersey, and designated as Lots 20, 21, 28 and 29.03 in Block 194, all as more particularly described on Exhibit A-3 annexed hereto (the "J&J Property") and certain property situate in the Township of Milltown, County of Middlesex, State of New Jersey and designated as Lots 3B, 4, 5, 5A and 6A in Block 27 and Lot 2 in Block 61 and certain property situate in the Township of North Brunswick, County of Middlesex, State of New Jersey, and designated as Lots 5.03 and 6.2 in Block 252, which lots were created pursuant

to the Subdivision Plat, and are more particularly described on Exhibit A-4 annexed hereto (the "PPC Property");

WHEREAS, PERMACEL, a New Jersey Corporation ("PERMACEL"), is the owner of certain property situate in the Township of North Brunswick, County of Middlesex, State of New Jersey, and designated as Lot 29.01 in Block 194, all as more particularly described on Exhibit A-5 annexed hereto (the "PERMACEL Property") (the ARTKEN Property, the J&J Property, the PPC Property, the DKM Property, the ATLANTIC Property, the KELLER Property and the PERMACEL Property are sometimes hereinafter collectively referred to as the "Land");

WHEREAS, the parties acknowledge that there are certain rights and obligations of the parties which are material for the operation of the individual properties identified above, including, without limitation, the maintenance of existing water, sanitary sewer, electric, steam and fire protection water systems, as well as the provision of continuous ingress to and egress from each parcel; and

WHEREAS, all parties hereto are willing to enter into this Agreement to amend and restate the REUA and to establish and/or confirm the rights and obligations of each party in connection with its property and the Land.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ARTKEN, DKM, KELLER and J&J hereby agree that the REUA is hereby amended and restated in its entirety, and hereby agree, as follows:

ACCESS EASEMENTS:

1. ARTKEN hereby grants and conveys to J&J, DKM and KELLER (collectively, the "ARTKEN Grantees") non-exclusive easements in, across, over and through existing roadways on certain portions of the ARTKEN Property, more particularly delineated on the map attached hereto as Exhibit B and made a part hereof, (as such access area may be revised by DKM in accordance with the Offsite Roadway Improvements Plan set forth as Exhibit B-1, the "ARTKEN Access Area") for the purpose of ingress and egress for motor vehicles and pedestrians and ingress and egress of goods and supplies, to and from the J&J Property, the PPC Property, the DKM Property, the ATLANTIC Property and the KELLER Property, to and from U.S. Route 1, as well as the maintenance of directional signs reasonably acceptable to ARTKEN, but in no event shall directional signs required by the New Jersey Department of Transportation be considered unreasonable. This access easement is granted for use by the ARTKEN Grantees and assigns, their tenants and sub-tenants, and their agents, employees, invitees, guests and licensees and all other parties acting by, through or under the authority of the ARTKEN Grantees. Except with respect to any widening by DKM in accordance with any Easement set forth in Exhibit C hereto (as any such Easement may be amended through and including the date hereof), ARTKEN shall be solely responsible for the proper and timely maintenance of the ARTKEN Access Area, including, without limitation: lighting, repairing, repaving and/or placing a new coat on the paved roadways, snow/ice removal from all paved roadways

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(all of the foregoing to be performed to the standards of other similar facilities along the Route 1 corridor) and maintenance and replacement of required directional signs and other markers.

2. J&J hereby grants and conveys to ARTKEN, J&J, DKM and KELLER (the "J&J Grantees") non-exclusive easements in, across, over and through existing roadways on certain portions of the J&J Property more particularly delineated on Exhibit B (as such access area may be revised by DKM in accordance with the Offsite Roadway Improvements Plan set forth as Exhibit B-1, the "J&J Access Area") for the purpose of ingress and egress for motor vehicles and pedestrians and ingress and egress of goods and supplies, to and from the ARTKEN Property, the PPC Property, the DKM Property, the ATLANTIC Property and the KELLER Property, respectively, to and from U.S. Route 1, as well as the maintenance of directional signs reasonably acceptable to J&J, but in no event shall directional signs required by the New Jersey Department of Transportation be considered unreasonable. This access easement is granted for use by each of the J&J Grantees and assigns, their tenants and sub-tenants, and their agents, employees, invitees, guests and licensees and all other parties acting by, through or under the authority of the J&J Grantees. Except with respect to any widening by DKM in accordance with any Easement set forth in Exhibit C hereto, J&J shall be solely responsible for the proper and timely maintenance of the J&J Access Area, including, without limitation: lighting, repairing, repaving and/or placing a new coat on the paved roadways, snow/ice removal from all paved roadways (all of

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the foregoing to be performed to the standards of other similar facilities along the Route 1 corridor) and maintenance and replacement of required directional signs and other markers.

3. DKM hereby grants and conveys to ARTKEN, KELLER and J&J (the "DKM Grantees") non-exclusive easements in, across, over and through proposed roadways, as such roadways are developed in accordance with a certain Developer Agreement for Job Number 1202-501 between DKM and the New Jersey Department of Transportation, on certain portions of the DKM Property, the KELLER Property and the ATLANTIC Property more particularly delineated on the Offsite Roadway Improvements Plan attached hereto as Exhibit B-1 (the "DKM Access Area") for the purpose of ingress and egress for motor vehicles and pedestrians and ingress and egress of goods and supplies, to and from the ARTKEN Property, the PPC Property, the J&J Property and the KELLER Property, respectively, to and from U.S. Route 1, as well as the maintenance of directional signs reasonably acceptable to DKM, but in no event shall directional signs required by the New Jersey Department of Transportation be considered unreasonable. This access easement is granted for use by each of the DKM Grantees and assigns, their tenants and sub-tenants, and their agents, employees, invitees, guests and licensees and all other parties acting by, through or under the authority of the DKM Grantees. DKM shall be solely responsible for the proper and timely maintenance of the DKM Access Area, including, without limitation: lighting, repairing, repaving and/or placing a new coat on the paved roadways, snow/ice removal from all

BK 4224 PG 737

paved roadways (all of the foregoing to be performed to the standards of other similar facilities along the Route 1 corridor) and maintenance and replacement of required directional signs and other markers.

4. J&J hereby grants and conveys to ARTKEN a non-exclusive easement in, across, over and through the Van Liew Avenue entrance gate and existing roadways on certain portions of the PPC Property more particularly delineated on Exhibit B (the "PPC Access Area"), to the extent that such gate and/or roadway are legally available as a means of ingress or egress to and from Van Liew Avenue, for the purpose of occasional ingress and egress for motor vehicles, but not trucks, to and from the ARTKEN Property, to and from Van Liew Avenue for use by management of Silverline Building Products Corp in the interaction with local Milltown business. J&J shall be solely responsible for the proper and timely maintenance of the PPC Access Area, including, without limitation: lighting, repairing, repaving and/or placing a new coat on the paved roadways, snow/ice removal from all paved roadways (all of the foregoing to the standards of other similar facilities along the Route 1 corridor) and maintenance and replacement of required directional signs and other markers.

5. The cost of maintenance of the ARTKEN Access Area, the PPC Access Area, the DKM Access Area and the J&J Access Area shall be shared by all the parties in accordance with the formula set forth on Exhibit D attached hereto. Except for the modifications to be made by DKM pursuant to Exhibit B-1 (for which approval has

been otherwise given by all parties), any road widening or expansion required by any parties hereto within said Access Areas shall be subject to the reasonable approval of all other affected parties and any applicable governmental authorities and shall be at the sole cost and expense of the party which requires such widening or expansion.

6. ARTKEN hereby grants and conveys to J&J a non-exclusive easement in, across, over, under and through the ARTKEN Property for the purpose of accessing public utilities necessary for the independent operation of the PPC Property, provided same does not interfere with ARTKEN's use and enjoyment of the ARTKEN Property. J&J shall be solely responsible for the proper and timely maintenance of any such utility lines located on the ARTKEN Property.

7. Each of the access easements granted herein shall continue in full force and effect commencing from the date hereof and continuing in perpetuity or until such date as such access roads as above-described or any portions thereof shall have been dedicated as public roads and accepted as part of the public road systems of the Township of North Brunswick and incorporated therein, but shall remain in full force and effect as to any portion of such access roads not so dedicated or incorporated into the public road system of the Township of North Brunswick. Upon the dedication of any portion of such access roads as a part of and incorporation into the public road system of the Township of North Brunswick, the rights herein granted shall merge into the public

easement and the rights of the J&J Grantees, the ARTKEN Grantees and/or the DKM Grantees, as the case may be, and other parties granted rights hereunder shall be those of the general public in and to said public road.

8. The parties hereto agree for themselves and those using the ARTKEN Access Area, the J&J Access Area, the DKM Access Area and the PPC Access Area by, through or under their authority or permission, that they shall not cause, suffer or permit the parking or stopping of vehicles or the obstruction, impediment or interference with passage in any other manner on, over and across said roads.

UTILITY EASEMENTS:

ELECTRICITY:

9. ARTKEN acknowledges that there is an electric substation currently existing on the ARTKEN Property (the "Substation") at the location marked "Substation" on the map attached hereto as Exhibit B and made a part hereof, which Substation currently provides electric service to certain buildings currently existing on the J&J Property and the PPC Property. ARTKEN hereby covenants and agrees to continue to supply electricity to the J&J Property and/or the PPC Property from the Substation in the same manner and shall provide the same type and levels of service which are currently provided to the J&J Property and the PPC Property at the service levels described on Exhibit E attached hereto and made a part hereof, until such time as J&J or its successors or assigns may

BK 4224 PG 740

elect to discontinue receipt of electricity from the Substation in accordance with the terms of this Agreement. ARTKEN acknowledges that there currently exist electric lines in, across, under, over and/or through the ARTKEN Property to the J&J Property and the PPC Property. ARTKEN hereby grants and conveys to J&J, for the benefit of the J&J Property and the PPC Property, a permanent non-exclusive easement in, across, under, over and/or through the ARTKEN Property to maintain and/or replace the current existing electric lines.

10. ARTKEN shall maintain the Substation in the condition necessary to continuously supply the electric service demanded by J&J, in accordance and compliance with all laws, ordinances and regulations of governmental authorities, and all rules and regulations of the public utility from which it receives power for the Substation. ARTKEN further covenants to pay when due any and all charges imposed by such public utility for the supply of electric or otherwise. J&J and ARTKEN acknowledge that the routine maintenance of the Substation may require an annual 24 hour shut-down of the Substation and any parties receiving service from the Substation agree to cooperate in deciding on a mutually acceptable date for such shut-down.

11. J&J agrees to pay to ARTKEN the reasonable cost of the electric power provided to the J&J Property and/or the PPC Property from the Substation and a portion of the cost of routine servicing and maintenance thereof, in such amounts and proportions and on such dates as are determined in accordance with the formula set forth on Exhibit D attached hereto and made a part hereof. J&J

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agrees to install sub-meters, at its sole cost and expense, measuring its use of electricity at the J&J Property and the PPC Property; provided, however, that ARTKEN shall have the right, if it can obtain such approval from the utility, to cause the use of electricity at the ARTKEN Property, the J&J Property and the PPC Property to be directly metered at any time prior to or after the Closing Date. The cost of such direct metering for each property shall be paid by the owner of that property.

12. J&J shall have the continuing right, on sixty (60) days prior written notice to ARTKEN, to discontinue any or all of its receipt of electric service to the J&J Property and/or the PPC Property. If J&J elects to discontinue its receipt of electric service from the Substation, J&J shall pay all reasonable costs of disconnecting any electric lines from the Substation as necessary in connection with the discontinuance of service. In no event, however, shall J&J be required to pay to ARTKEN any incremental costs which ARTKEN may incur as a result of purchasing less electric power to the Substation from any public utility.

13. J&J shall have the right, at its sole cost and expense, to increase or otherwise change the electric service which is provided to the J&J Property and/or the PPC Property at any time. Unless required for an emergent reason, J&J shall give ARTKEN thirty (30) days prior written notice of its intent to change the electric service.

14. If J&J elects to change or disconnect service to the J&J Property and/or the PPC Property, ARTKEN hereby grants to J&J a

temporary easement to come onto the ARTKEN Property to make any and all changes to the Substation necessary to change or disconnect service to the J&J Property and/or the PPC Property, which changes shall be made at J&J's sole cost and expense and in accordance with all applicable laws, ordinances and regulations of governing authorities, and the rules and regulations of the public utility. If ARTKEN fails to maintain the Substation and provide electric service to J&J as provided herein, J&J shall have the right (but shall not be obligated to), without waiving or releasing any rights or claims which it may have against ARTKEN, to (i) go onto the ARTKEN Property and into the Substation to perform any act or (ii) make any payment otherwise required to be made by ARTKEN, in such manner and to such extent as is necessary and consistent with the obligations of ARTKEN hereunder. Notwithstanding the foregoing, J&J shall only be able to take the actions described in the previous sentence after having given five (5) days prior written notice to ARTKEN of its intention to so act (except in an emergency, in which event J&J shall use diligent efforts to give contemporaneous telephonic notice). Additionally, if J&J elects to take either of the actions permitted above, it shall be entitled to immediate reimbursement from ARTKEN for the costs of performing such acts and/or the costs of any such payments and shall be permitted to offset such costs against any amounts which J&J may be obligated to pay to ARTKEN hereunder.

BK 4224 PG 743

HIGH TEMPERATURE HOT WATER ("HTHW")

15. ARTKEN acknowledges that there is a high temperature hot water generation plant currently existing on the ARTKEN Property (the "HTHW Plant") at the location marked as "HTHW Plant" on Exhibit B, which HTHW Plant currently provides HTHW service to certain buildings currently existing on the J&J Property and the PPC Property. ARTKEN hereby covenants and agrees to continue to generate and supply HTHW to the J&J Property and the PPC Property from the HTHW Plant in the same manner and shall produce the same types and levels of HTHW service which are currently provided to the J&J Property and the PPC Property until the earlier of (i) November 22, 1995 and (ii) as to the J&J Property and the PPC Property, respectively, such time as J&J or its successors or assigns may elect to discontinue receipt of HTHW from the HTHW Plant to the J&J Property and/or the PPC Property in accordance with the terms of this Agreement.

16. ARTKEN shall maintain the HTHW Plant and all steam lines and tunnels up to the J&J Property line and the PPC Property line, as appropriate, in the condition necessary to continuously supply the HTHW service demanded by J&J, in accordance and compliance with all laws, ordinances and regulations of governmental authorities and all rules and regulations of any public utility. ARTKEN further covenants to pay when due any and all charges for goods and/or services necessary for the proper operation of the HTHW Plant. ARTKEN, J&J, DKM and KELLER acknowledge that certain portions of the steam tunnels to the J&J Property currently cross

the DKM Property and the KELLER Property and that J&J and DKM have certain obligations regarding the steam tunnels which are established by that certain Easement Agreement dated as of April 15, 1987, recorded in the Middlesex County Recorder's Office in Deed Book 3608 at Page 548 (the "Steam Easement"). ARTKEN hereby assumes all rights and obligations of J&J created by the Steam Easement, and DKM and KELLER hereby acknowledge and agree to such assumption and hereby release J&J from such obligations created by the Steam Easement, except however that J&J shall not be released from the obligation to abandon the westerly most steam line no later than November 22, 1995, upon sixty (60) days prior notice to ARTKEN, DKM and KELLER.

17. J&J agrees to pay to ARTKEN the reasonable cost of the HTHW power provided to the J&J Property and the PPC Property, in such amounts and on such dates as are determined in accordance with the formula set forth on Exhibit D. The allocation of capital expenditures with respect to the facilities for providing HTHW power is provided for in a separate Powerhouse Management Agreement between ARTKEN and McNeil PPC, dated the date hereof.

18. J&J shall have the continuing right, on One Hundred Twenty (120) days' prior written notice to ARTKEN, to discontinue any or all of its receipt of HTHW service to the J&J Property and/or the PPC Property. If J&J elects to discontinue its receipt of HTHW service from the HTHW Plant, J&J shall be responsible only for the reasonable cost of capping the existing steam tunnels and/or HTHW lines on the J&J Property and/or the PPC Property, as

applicable, but shall not be responsible for the removal or other disposition of any portions of the steam tunnels which are not located on the J&J Property or the PPC Property. ARTKEN hereby covenants and agrees to indemnify, hold harmless and to defend J&J, DKM and KELLER from any and all liability, claim, damage, matter or suit whatsoever arising from or in any way related to the steam tunnels on the ARTKEN Property, the DKM Property and the KELLER Property or J&J's discontinuance of the receipt of HTHW service to the J&J Property and/or the PPC Property. J&J hereby covenants and agrees to indemnify, hold harmless and to defend ARTKEN from any and all liability, claim, damage, matter or suit whatsoever arising from or in any way related to the steam tunnels located on the J&J Property and the PPC Property.

19. J&J shall also have the right, at its sole cost and expense, to increase or otherwise change the HTHW service which is provided to the J&J Property and/or the PPC Property at any time. Unless required for an emergent reason, J&J shall give ARTKEN thirty (30) days prior written notice of its intent to change the HTHW service.

20. If J&J elects to change HTHW service to the J&J Property and/or the PPC Property, ARTKEN hereby grants to J&J a temporary easement to come onto the ARTKEN Property to make any and all changes to the HTHW Plant necessary to change, but not disconnect, service to the J&J Property, which changes shall be made at J&J's sole cost and expense and in accordance with all applicable laws, ordinances and regulations of governmental authorities and the

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rules and regulations of any public utility. If ARTKEN fails to maintain the HTHW Plant and provide adequate HTHW service to J&J as provided herein, J&J shall have the right (but shall not be obligated to), without waiving or releasing any rights or claims which it may have against ARTKEN, to (i) go onto the ARTKEN Property and into the HTHW Plant to perform any act or (ii) make any payment otherwise required to be made by ARTKEN, in such manner and to such extent as is necessary and consistent with the obligations of ARTKEN hereunder. Notwithstanding the foregoing, J&J shall only be able to take the actions described in the previous sentence after having given five (5) days prior written notice to ARTKEN of its intention to so act (except in an emergency, in which event J&J shall use diligent efforts to give contemporaneous telephonic notice). Additionally, if J&J elects to take either of the actions permitted above, it shall be entitled to immediate reimbursement from ARTKEN for the costs of performing such acts and/or the costs of any such payments and shall be permitted to offset such costs against any amounts which J&J may be obligated to pay to ARTKEN hereunder.

FIRE PROTECTION WATER DISTRIBUTION:

21. J&J, DKM, KELLER and ARTKEN acknowledge that there currently exists a fire protection water distribution system which is designed to provide maximum backup fire protection water to the buildings currently located on the J&J Property, the PPC Property, the PERMACEL Property and the ARTKEN Property. J&J, DKM, KELLER

and ARTKEN each agree to permit the continued location of the fire protection water line in its current location for the benefit of the parties as contemplated herein.

22. ARTKEN covenants to maintain, at its own cost and expense, the current fire water pumping station ("FWPS"), which is at the location on the PPC Property marked "FWPS" on Exhibit B hereto, in a manner sufficient to adequately provide (including monitoring of water pressure capability) fire protection water to the J&J Property, the PPC Property and the PERMACEL Property. ARTKEN further agrees to maintain, at its own cost and expense, the water pipes which currently are located on the ARTKEN Property, the DKM Property, the KELLER Property and in the PPC Property FWPS Access Area identified on Exhibit B attached hereto, in the condition necessary to adequately provide the fire protection water to the J&J Property, the PPC Property and the PERMACEL Property.

23. DKM and KELLER hereby grant to ARTKEN and J&J a permanent easement to come onto the DKM Property and the KELLER Property, respectively, to adequately maintain and monitor the fire water pipes located thereon and thereunder. Any party maintaining and monitoring the fire water pipes hereunder shall repair and restore them, at their sole cost and expense and in accordance with all applicable laws, ordinances and regulations of governing authorities and agrees to indemnify and hold harmless DKM and KELLER from any liability resulting therefrom.

24. J&J, hereby grants to ARTKEN a permanent easement to come onto the PPC Property FWPS Access Area to take any and all actions

necessary to adequately maintain and monitor the FWPS as required hereby, which maintenance (including the periodic running of the diesel pump and monitoring of diesel fuel in the tank at the pumphouse) shall be made at ARTKEN's sole cost and expense and in accordance with all applicable laws, ordinances and regulations of governing authorities.

25. The parties acknowledge that PERMACEL has agreed to maintain, in good working order, the current fire water storage tower ("FWST") and pumps, which are at the location marked "FWST" on Exhibit B hereto, as further set forth in that certain Fire Protection Agreement attached hereto as Exhibit C-4 (the "Fire Agreement"). PERMACEL has further agreed to maintain the fire water pipes which currently are located on the PERMACEL Property. J&J agrees to maintain, at its own cost and expense, the fire water pipes which currently are located on the J&J Property, in the condition necessary to adequately provide the fire protection water to the J&J Property, the PPC Property and the ARTKEN Property. In the event that PERMACEL seeks any reimbursement for maintenance of the FWST or the fire water pipes located on the PERMACEL Property, pursuant to the Fire Agreement, J&J, in its capacity as owner of the J&J Property, agree to indemnify, defend and hold harmless ARTKEN and any successor to J&J's interest in the PPC Property from any liability therefor. This indemnification obligation shall run with the J&J Property.

26. For the purposes of the fire protection water distribution, the determination of adequacy of the maintenance of

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the FWPS, the FWST and the water pipes used for such fire protection will be collectively determined by the insurance companies insuring the buildings on the PERMACEL Property, the J&J Property, the PPC Property and the ARTKEN Property, or if an agreement cannot be reached by such parties, by an independent fire safety inspection company chosen by such insurance companies.

27. If ARTKEN fails to maintain the FWPS, or fails to maintain the water pipes, all as provided herein, J&J shall have the right (but shall not be obligated to), without waiving or releasing any rights or claims which it may have against ARTKEN, to (i) go onto ARTKEN's property to perform any act or (ii) make any payment otherwise required to be made by ARTKEN, in such manner and to such extent as is necessary and consistent with the obligations of ARTKEN hereunder. Notwithstanding the foregoing, J&J shall only be able to take the actions described in the previous sentence after having given five (5) days prior written notice to ARTKEN of its intention to so act (except in an emergency, in which event J&J shall use diligent efforts to give contemporaneous telephonic notice). Additionally, if J&J elects to take either of the actions permitted above, J&J shall be entitled to immediate reimbursement from ARTKEN for the costs of performing such acts and/or the costs of any such payments and shall be permitted to offset such costs against any amounts which J&J may be obligated to pay to the ARTKEN hereunder.

28. Any party hereto benefitting from the Fire Protection Water Distribution System shall have the right to terminate the

agreement to continue such system by one (1) year's written notice to the other parties hereto.

SANITARY SEWERS:

29. All parties acknowledge that there is currently a sanitary sewage pumping station on the ARTKEN Property, (the "Pumping Station"), which is at the location marked Pumping Station on Exhibit B hereto, which Pumping Station pumps sanitary sewage from the ARTKEN Property and the PPC Property through the sixteen inch (16") sewage system line, the current location of which is delineated on Exhibit B as "Sewage Line", and which Sewage Line is joined by certain sanitary sewage lines from the J&J Property and the PERMACEL Property. In addition, J&J has heretofore agreed, and ARTKEN, as J&J's successor in interest, has further agreed, to provide to DKM the right to connect to the Sewage Line on the DKM Property and the KELLER Property in connection with future development of the DKM Property and the KELLER Property. J&J, DKM and ARTKEN each agree to permit the continued location of the Sewage Line in its current location for their mutual benefit as contemplated herein and shall each be responsible to maintain that portion of the Sewage Line which is located on each of their respective Property, at their own cost and expense; provided however that any blockages and damage caused thereby, which results from activities conducted on any particular Property shall be the financial responsibility of the owner of such Property.

30. ARTKEN covenants to maintain, at its own cost and expense, the Pumping Station and ARTKEN, J&J, KELLER and DKM covenant to maintain the Sewage Line (in the manner set forth above) in a manner sufficient to maintain the integrity of the Sewage Line necessary for the pumping of the sanitary sewage of ARTKEN and J&J.

31. J&J, DKM and KELLER agree to reimburse ARTKEN the cost of sanitary sewage services attributable to the J&J Property, the PPC Property, the DKM Property and the KELLER Property, in such amounts and on such dates as are determined in accordance with the formula set forth on Exhibit D.

32. If ARTKEN fails to maintain the Pumping Station and provide adequate pumping force as provided herein, J&J, KELLER and/or DKM shall have the right (but shall not be obligated to), without waiving or releasing any rights or claims which it may have against ARTKEN, to (i) go onto the ARTKEN Property and into the Pumping Station to perform any act or (ii) make any payment otherwise required to be made by ARTKEN, in such manner and to such extent as is necessary and consistent with the obligations of ARTKEN hereunder. Notwithstanding the foregoing, J&J, KELLER and/or DKM shall only be able to take the actions described in the previous sentence after having given five (5) days prior written notice to ARTKEN of its intention to so act (except in an emergency, in which event no notice shall be required hereunder). Additionally, if J&J, KELLER and/or DKM elect to take either of the actions permitted above, such party shall be entitled to immediate

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reimbursement from ARTKEN for the costs of performing such acts and/or the costs of any such payments and shall be permitted to offset such costs against any amounts which J&J, KELLER and/or DKM may be obligated to pay to ARTKEN hereunder.

33. If ARTKEN, J&J, KELLER and/or DKM fail to maintain their portion of the Sewage Line as provided herein, ARTKEN, J&J, KELLER and/or DKM, as the case may be, shall have the right (but not the obligation), without waiving or releasing any rights or claims which it may have against the defaulting party, to (i) go onto the Property of the defaulting party to perform any act or (ii) make any payment otherwise required to be made, in such manner and to such extent as is necessary and consistent with the obligations of the defaulting party. Notwithstanding the foregoing, ARTKEN, J&J, KELLER and/or DKM shall only be able to take the actions described in the previous sentence after having given five (5) days prior written notice to the defaulting party of its intention to so act (except in an emergency, in which event no notice shall be required hereunder). Contemporaneous telephone notice shall be given (to the extent reasonably possible) at the time of any written notice or the taking of any emergency action. Additionally, if ARTKEN, J&J, KELLER and/or DKM elect to take either of the actions permitted above, such party shall be entitled to immediate reimbursement from the defaulting party for the costs of performing such acts and/or the costs of any such payments and shall be permitted to offset such costs against any amounts which J&J, KELLER and/or DKM may be obligated to pay to ARTKEN hereunder.

BK 4224 PG 753

34. Each party using the Sewage Line covenants and agrees that it shall obtain for itself any and all required permits and approvals necessary to discharge its sanitary sewage into the public system.

STORM WATER:

35. J&J hereby grants to ARTKEN an easement to discharge storm water drainage and run off from the ARTKEN Property onto and over the PPC Property into Westons Mill Pond, in a manner so as to not interfere with J&J's use of the PPC Property, provided such storm water shall not contain any hazardous substances or hazardous wastes, together with a temporary right of access to the PPC Property to trim and keep trimmed all trees, bushes, shrubs, grass and vegetation which interfere with the maintenance of such easement.

GAS AND DOMESTIC WATER:

36. Allocation and payment of the cost of gas and domestic water is provided for in Exhibit D.

GENERAL PROVISIONS:

37. The parties hereto acknowledge that certain easements currently exist over the ARTKEN Property and the J&J Property for the benefit of DKM, KELLER and/or PERMACEL, as more fully described in those certain Agreements described on Exhibit C (collectively, the "Existing Agreements"). All parties hereto covenant and agree that ARTKEN shall and hereby does assume any and all obligations of J&J, McNeil-PPC, Inc. and/or Personal Products, Inc. set forth in

the Existing Agreements with respect to the ARTKEN Property and DKM hereby releases J&J from all obligations thereunder.

38. Each of the easements granted herein shall be subject to minor relocation as may be requested by the party upon whose Property the easement area is located and shall be reasonably acceptable to all parties affected thereby. Any relocated easements shall provide substantially the same benefits as provided for herein and shall not interfere with the use, from time to time, of any portions of the Land.

39. No excavation or blasting shall be carried on by any party or its employees, agents or contractors in any easement area which in any way endangers or might endanger any other party's Property, unless the party intending to conduct such activity notifies the other affected parties and takes all reasonable measures to protect same and corrects all damage arising from same.

40. Each party agrees that any party, upon reasonable notice to any other affected party, shall have the right, at the sole cost and expense of such requesting party, to relocate specific underground pipes, lines and other facilities located within any easement areas, provided said relocation does not prevent or materially interfere with the utilization of any of the rights granted to such affected parties hereunder, nor materially interfere with the conduct and operation of any such party's business conducted on such party's Property. In such event, the requesting party shall pay all costs of removal, repair and

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replacement of all pipes, and other personalty and facilities of any affected party.

41. ARTKEN, DKM, KELLER and J&J hereby agree to indemnify and hold harmless each other and their respective successors and assigns from and against any and all claims, demands, liabilities, losses, lawsuits, judgments, settlements, damages, costs and expenses (including, without limitation, reasonable attorney's fees and costs) suffered or incurred by the other and arising directly or indirectly from the acts or omissions of the indemnifying party, as a result of any personal injury, death, or property damage occurring on or about the J&J Access Area, the DKM Access Area or the ARTKEN Access Area, and any other easement area created hereby, or arising in connection with the easements granted hereunder. Notwithstanding the foregoing, no party hereto shall indemnify or hold harmless any other party hereunder for any claims, actions, judgments, liabilities, costs or expenses (including reasonable attorney's fees and costs) arising out of or relating to the negligent acts or omissions of such party, its agents, invitees, contractors, lessees, licensees, successors or assigns.

42. ARTKEN, DKM, KELLER and J&J shall each carry public liability insurance insuring against personal injury and property damage in an initial amount of \$5,000,000 for personal injury to one or more persons arising out of a single incident and \$5,000,000 for property damage within the ARTKEN Access Area, the J&J Access Area, the DKM Access Area and any other easement areas created hereby. The amount of public liability insurance maintained by all

parties may be changed from time to time by written agreement of the parties. Each party shall provide certificates to the others evidencing the insurance coverages required herein prior to the commencement of any activities by their respective employees, agents or contractors hereunder. J&J shall be permitted to meet its insurance obligations pursuant to its self-insurance program.

43. Each party agrees, by the acceptance of the easements granted hereunder, that it shall attempt to avoid any unnecessary damage or disturbance to any other party's Property in the exercise of its rights hereunder and that any damage or disturbance to such property caused by any party in the exercise of its rights shall be promptly repaired (reasonable wear and tear excepted) and such property shall be restored as nearly as possible to its prior condition, at the sole cost and expense of the party causing such damage or disturbance. For example, in the event any opening is made in the ground in connection with any of the purposes hereunder, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made. Any party causing such damage or disturbance shall be obligated to restore landscaping, as nearly as possible to its original condition, including resodding any grass or landscaping which was removed upon entry.

44. All work performed by any party 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 causes within the definition 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 such party. Except in the case of an emergency, any party performing work hereunder shall provide reasonable advance notice in writing to any affected party as to all such work to be performed. Upon completion of any such work, the party performing such work shall provide to any affected party a revised survey of such party's Property the showing the exact locations of any such work.

45. All of the rights and obligations created hereby shall be deemed to run with the land in perpetuity and shall inure to the benefit of and shall be binding upon ARTKEN, DKM, KELLER and J&J and their respective successors and assigns. ARTKEN, DKM, KELLER and J&J hereby agree that all rights and obligations created hereunder shall be enforceable by and against only the then holder of the interests in the Property of any such party, and that after the transfer by any party of its interest in its Property or portions thereof, ARTKEN, DKM, KELLER and J&J and their respective successors or assigns who have transferred title to any of the Land shall be fully and completely released from any and all rights and obligations thereafter arising hereunder. To the extent that any party hereto transfers less than the entirety of its Property, the transferee's obligations hereunder shall be based on the portion of such transferred property as may more fully be set forth herein.

46. This Agreement may be terminated, in whole by written agreement signed by all of the parties hereto, or in part by written agreement of the parties affected thereby, or by the successors to the respective interests of such parties.

47. The parties hereto acknowledge and agree that the terms and conditions set forth herein are the agreements of all parties hereto, and in the event of any conflict between the provisions of this Agreement and any other existing agreement between the parties or any of them, the provisions of this Agreement shall prevail. To the extent that the provisions of such other existing agreements do not conflict with specific provisions of this Agreement, such existing agreements shall remain in full force and effect in accordance with their terms.

48. Any costs of enforcement of compliance with the obligations of any party hereunder (including attorney's fees) shall be recoverable by the party successfully enforcing the provisions hereof.

49. The parties hereto agree that this document may be executed in several counterparts, which, when fully executed and delivered shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have duly executed this
INDENTURE, all as of the day and year first above written.

ARTKEN REALTY, L.L.C.

By: Kent J. Jiles

JOHNSON & JOHNSON

By: _____

DKM PROPERTIES CORP.

By: _____
Donald M. Slaght, Vice President

Garey Maietta

KELLER GRADUATE SCHOOL OF
MANAGEMENT, INC.

By: _____
Kenneth Rutkowski, _____

FROM DKM PROPERTIES CORP. TO 1

1 1995.03-07 02:21PM #285 P.02/02

IN WITNESS WHEREOF, the parties hereto have duly executed this
INDEMTURE, all as of the day and year first above written.

ARTKEN REALTY, L.L.C.

Robert J. Gluck

By: Kevin J. Johnson

JOHNSON & JOHNSON

By: _____

DKM PROPERTIES CORP.

Gary Maletta

By: Donald M. Slaght, Vice President

KRELLER GRADUATE SCHOOL OF
MANAGEMENT, INC.

By: Kenneth Rutkowski

BK4224PG761

IN WITNESS WHEREOF, the parties hereto have duly executed this
INDENTURE, all as of the day and year first above written.

ARTKEN REALTY, L.L.C.

By: _____

JOHNSON & JOHNSON

By: 

DKM PROPERTIES CORP.

By: _____
Donald M. Slaght, Vice President

Garey Maietta

KELLER GRADUATE SCHOOL OF
MANAGEMENT, INC.

By: _____
Kenneth Rutkowski, _____

IN WITNESS WHEREOF, the parties hereto have duly executed this
INDENTURE, all as of the day and year first above written.

ARTKEN REALTY, L.L.C.

By: _____

JOHNSON & JOHNSON



By:  _____

DKM PROPERTIES CORP.

Gary Maletta

By: _____
Donald M. Slaght, Vice President

KELLER GRADUATE SCHOOL OF
MANAGEMENT, INC.

By: _____
Kenneth Rutkowski, _____

IN WITNESS WHEREOF, the parties hereto have duly executed this
INDENTURE, all as of the day and year first above written.

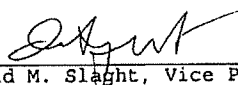
ARTKEN REALTY, L.L.C.

By: _____


JOHNSON & JOHNSON


By: _____

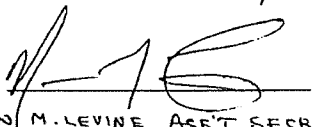
DKM PROPERTIES CORP.

By: 
Donald M. Slight, Vice President

KELLER GRADUATE SCHOOL OF
MANAGEMENT, INC.

By: 
Kenneth Rutkowski, V.P. Operations, Service & Admin.


Gary Maietta, Assistant
Secretary


NORMAN M. LEVINE, ASST SECRETARY

STATE OF NEW JERSEY)
) SS.:
COUNTY OF MIDDLESEX)

On the 7th day of March, 1995, before me personally came Steven S. Duggan to me known, who, being by me duly sworn, did depose and say that he is the Vice President of JOHNSON & JOHNSON, a New Jersey corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

Nancy A. Felczak
Notary Public

NANCY A. FELCZAK
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 18, 1996

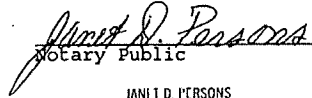
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030195

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STATE OF NEW JERSEY)
COUNTY OF *Mercer*) SS.:

On the 7th day of March, 1995, before me personally came Donald M. Slaght, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of DKM PROPERTIES CORP., a New Jersey corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.


Notary Public

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

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030195

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STATE OF NEW JERSEY)
) SS.:
COUNTY OF *Mercer*)

On the *7th* day of *March*, 1995, before me personally came Kenneth Rutkowski, to me known, who, being by me duly sworn, did depose and say that he is the *Vice-President* of KELLER GRADUATE SCHOOL OF MANAGEMENT, a Delaware corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

HAROLD G. STERLING
Notary Public
Attorney at Law of New Jersey
HAROLD G. STERLING

EXHIBIT A-1

125-502

DESCRIPTION OF
BLOCK 252 LOT 5.04
NORTH BRUNSWICK
MIDDLESEX COUNTY, NEW JERSEY

Commencing at the intersection of the southerly line of N.J. Route No. 1, and the westerly line of the lands of Conrail, 100' wide, formerly the Raritan River Railroad, thence.

- a. Along said line of Conrail, S 28° 35' 40" E, 422.12 feet to a point of curvature; thence.
- b. Along the same on a curve to the right having a radius of 1,860.06 feet, an arc length of 1,847.36 feet and a chord of S 00° 08' 33" E, 1,772.36 feet to a point of tangency; thence.
- c. Across the same, S 81° 41' 26" E, 100.00 feet to the point and place of beginning on the westerly line of Conrail; thence.
1. Along said line of Conrail on a curve to the left having a radius of 1960.06 feet, an arc length of 632.81 feet, and a chord of N 19° 03' 38" E, 630.07 feet to the southerly line of Lot 4; thence.
2. Along said southerly line, N 88° 35' 17" E, 233.06 feet to a point; thence.
3. Along the same, N 87° 55' 58" E, 84.76 feet to a point; thence.
4. Along the same, S 78° 15' 44" E, 114.50 feet to a point; thence.
5. Along the same, S 72° 10' 34" E, 87.51 feet to a point; thence.
6. Along the same, S 42° 43' 48" E, 195.00 feet to the northerly line of Lot 5.03; thence.
7. Along the said northerly line, S 47° 31' 59" W, 96.79 feet to a point; thence.
8. Along the same, S 41° 21' 22" W, 268.13 feet to a point; thence.
9. Along the same, S 10° 32' 56" W, 43.45 feet to a point; thence.
10. Along the same, S 48° 48' 13" W, 125.75 feet to a point; thence.
11. Along the same, S 54° 17' 29" W, 49.50 feet to a point; thence.
12. Along the same, S 74° 28' 30" W, 287.52 feet to a point; thence.
13. Along the same, N 61° 41' 26" W, 185.00 feet to the point and place of beginning.

Encompassing an area of 8.04 acres.

BK 4224 PG 769

EXHIBIT A-1 Cont'd

The above is in accordance with a plan prepared by "Langan Engineering and Environmental Services, Inc., New Drive Center 1, Elmwood Park, New Jersey", Titled "Johnson & Johnson Personal Property", Proposed Minor Subdivision Tax Map Block 252 Lot 5 01, North Brunswick, New Jersey" Drawing "05.03", Dated "9 Sept. 94"

Joseph E. Romano 12-15-94
Joseph E. Romano
Professional Land Surveyor
N.J. Lic. No. 36273

28' SURV. 24' W.P.
Revised 12-7-94 & 1-13-94

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DESCRIPTION OF
BLOCK 252 LOT 6.1
NORTH BRUNSWICK
MIDDLESEX COUNTY, NEW JERSEY

Commencing and beginning at the intersection of the southerly line of N.J. Route No. 1 and the westerly line of the lands of Conrail, 100' wide, formerly the Raritan River Railroad; thence

1. Along said line of Conrail, S 28° 35' 40" E, 422.12 feet to a point; thence.
2. Along the same on a curve to the right having a radius of 1,880.08 feet, an arc length of 1,847.36 feet and a chord of S 00° 08' 33" E, 1,772.36 feet to a point; thence.
3. Along the same, S 28° 18' 34" W, 342.50 feet to the northerly line of Lot 6.2; thence.
4. Along said northerly line, N 61° 41' 28" W, 210.49 feet to a point; thence.
5. Along the same, S 52° 04' 43" W, 442.21 feet to a point; thence.
6. Along the same, N 37° 55' 17" W, 34.97 feet to a point; thence.
7. Along the same, S 52° 04' 43" W, 90.00 feet to the northeasterly line filed map No. 921; thence.
8. Along said northeasterly line, N 44° 38' 18" W, 961.01 feet to the intersection of the southerly line of Block 252 Lot 7; thence.
9. Along said southerly line, N 52° 27' 42" E, 1,508.96 feet to a point; thence.
10. Along the same, N 36° 28' 18" W, 100.02 feet to the southerly line of Lot 1.2; thence.
11. Along said southerly line, N 43° 23' 42" E, 442.97 feet to the southeasterly corner of Block 252, Lot 1.3; thence.
12. Along the westerly line of Lot 1.3, N 21° 31' 28" W, 576.06 feet to a point; thence.
13. Along the northerly line of Block 252, Lots 1.2 and 1.3, S 82° 16' 10" W, 697.64 feet to a point; thence.
14. Along the said northerly lines and also along the northerly line of Block 252, Lot 1.1, S 67° 14' 20" W, 104.61 feet to a point; thence.
15. Along said line of Lot 1.1, S 58° 40' 27" W, 180.00 feet to a point; thence.
16. Along the same, S 87° 02' 50" W, 99.79 feet to a point; thence.
17. Along the same, N 63° 08' 13" W, 350.00 feet to the said line of Route 1; thence.

BK 4224 PG 771

EXHIBIT A-1 (Cont'd)

- 18 Along said line of Route 1 N 82° 19' 58" E 433.00 feet to a point; thence
- 19 Along the same N 82° 39' 23" E 177.00 feet to a point; thence.
- 20 Along the same N 82° 19' 58" E 64.92 feet to a point; thence
- 21 Along the same N 82° 29' 22" E 32.93 feet to a point; thence
- 22 Along the same N 82° 39' 38" E 150.30 feet to a point; thence.
- 23 Along the same, N 81° 29' 47" E, 50.01 feet to a point; thence
- 24 Along the same, N 82° 39' 04" E, 316.68 feet to a point; thence.
- 25 Along the same, N 82° 30' 07" E, 6.77 feet to a point; thence.
- 26 Along the same, N 82° 19' 58" E, 157.88 feet to the point and place of beginning

Encompassing an area of 44.98 acres

The above is in accordance with a plan prepared by "Langan Engineering and Environmental Services, Inc. River Drive Center", Elmwood Park, New Jersey, Titled "Anker Realty, Block 252, Lots 5-04 & 6-1, North Brunswick, Middlesex County, New Jersey", Drawing "07.01", Dated "3 December 1994" Revised "12/13/94"

Joseph E. Romano 12-13-94
Joseph E. Romano
Professional Land Surveyor
N.J. Lic. No. 36273

2025-10-14
12:00:00 AM 12-03-94 12:13:04

BK 4224 PG 772

*

EXHIBIT A-2

DESCRIPTION OF
TAX MAP
BLOCK 252 LOT 1
NORTH BRUNSWICK TOWNSHIP
MIDDLESEX COUNTY, NEW JERSEY

Commencing and beginning at a point said point being at the intersection of the easterly right-of-way of Milltown Road and the northerly right-of-way of Elms Lane thence

1. In a northwesterly direction on a bearing of $N 02^{\circ} 17' 26'' W$ and a distance of 260.57 feet to a point marked by found monument thence
2. On a curve to the right with a radius of 590.00 feet, a delta of $09^{\circ} 32' 56''$ and an arc length of 98.33 feet to a point thence.
3. Continuing on a curve to the right with a radius of 290.00 feet, a delta of $14^{\circ} 24' 11''$ and an arc length of 72.90 feet to a point thence
4. Continuing on a curve to the right with a radius of 590.00 feet, a delta of $09^{\circ} 32' 56''$ and an arc length of 98.33 feet to a point marked by found monument thence.
5. In a northeasterly direction on a bearing of $N 31^{\circ} 12' 34'' E$, and a distance of 238.44 feet to a point marked by found monument thence.
6. On a curve to the right with a radius of 590.00 feet, a delta of $06^{\circ} 53' 47''$ and an arc length of 71.05 feet to a point marked by found monument thence.
7. Continuing on a curve to the right with a radius of 290.00 feet, a delta of $16^{\circ} 04' 40''$ and an arc length of 51.38 feet to a point thence.
8. Continuing on a curve to the right with a radius of 490.00 feet, a delta of $28^{\circ} 08' 57''$ and an arc length of 240.74 feet to a point marked by found monument thence
9. In a northeasterly direction on a bearing of $N 82^{\circ} 19' 58'' E$, and a distance of 461.00 feet to a point marked by found monument thence.
10. Continuing in a northeasterly direction on a bearing of $N 81^{\circ} 11' 13'' E$, and a distance of 200.01 feet to a point thence.
11. Continuing in a northeasterly direction on a bearing of $N 82^{\circ} 19' 58'' E$, and a distance of 195.00 feet to a point thence.
12. In a southeasterly direction on a bearing of $S 63^{\circ} 06' 13'' E$, and a distance of 350.00 feet to a point thence.
13. In a northeasterly direction on a bearing of $N 87^{\circ} 02' 50'' E$, and a distance of 99.79 feet to a point thence.
14. Continuing in a northeasterly direction on a bearing of $N 56^{\circ} 40' 27'' E$, and a distance of 180.00 feet to a point thence.

BK 42-24 PG 773

Langan Engineering and Environmental Services

EXHIBIT A-2 (Cont'd)

- 18 Continuing in a northeasterly direction on a bearing of N 67° 14' 20" E and a distance of 19.17 feet to a point thence.
- 19 Continuing in a northeasterly direction on a bearing of N 67° 14' 00" E and a distance of 25.51 feet to a point thence.
- 20 Continuing in a northeasterly direction on a bearing of N 62° 16' 10" E and a distance of 27.64 feet to a point thence.
- 21 In a southeasterly direction on a bearing of S 21° 31' 25" E and a distance of 676.08 feet to a point thence.
- 22 In a southwesterly direction on a bearing of S 43° 23' 42" W and a distance of 442.27 feet to a point thence.
- 23 Continuing in a southwesterly direction on a bearing of S 52° 27' 42" W and a distance of 1523.27 feet to a point thence.
- 24 In a northwesterly direction on a bearing of N 44° 36' 18" W through a found monument and a found iron pipe, a distance of 1211.04 feet to a point thence.
- 25 In a northeasterly direction on a bearing of N 50° 58' 42" E, and a distance of 32.00 feet to a point thence.
- 26 In a northwesterly direction on a bearing of N 39° 17' 39" W and a distance of 115.00 feet to a point thence.
- 27 In a southwesterly direction on a bearing of S 50° 58' 42" W and a distance of 103.00 feet to a point thence.
- 28 In a southeasterly direction on a bearing of S 39° 01' 18" E, and a distance of 75.00 feet to a point thence.
- 29 In a southwesterly direction on a bearing of S 50° 58' 42" W, and a distance of 244.77 feet to a point thence.
- 30 On a curve to the right, along the northerly right-of-way of Elkins Lane with a radius of 25.00 feet, an arc length of 77.55 feet, a chord bearing of S 35° 39' 21" W and a distance of 28.94 feet to a point thence.
- 31 On a curve to the right, along Elkins Lane, with a radius of 25.00 feet, an arc length of 70.38 feet, a chord bearing of N 48° 34' 20" W, and a chord length of 36.13 feet to the point and place of beginning.

Encompassing an area of 66.57 AC

The above is in accordance with a plan by "Langan Engineering and Environmental Services, Inc. River Drive Center 1, Elmwood Park, New Jersey", titled "DeVry Institute, proposed minor subdivision, Tax Map Sheet 78, Block 252 Lot 1", Drawing No. "07-01" dated 13 June 94, Revised 29 June 94.

BK 4224 PG 774

Langan Engineering and Environmental Services

EXHIBIT A-2 (Cont'd)

DESCRIPTION OF
TAX MAP
BLOCK 252 LOT 1.1
NORTH BRUNSWICK TOWNSHIP
MIDDLESEX COUNTY, NEW JERSEY

Commencing and beginning at a point, said point being at the intersection of the easterly right-of-way of Middown Road and the northerly right-of-way of Exins Lane, thence

1. in a northwesterly direction on a bearing of N 02° 17' 25" W and a distance of 160.57 feet to a point marked by found monument, thence
2. On a curve to the right with a radius of 590.00 feet, a delta of 09° 32' 56" and an arc length of 29.33 feet to a point, thence.
3. Continuing on a curve to the right with a radius of 290.00 feet, a delta of 14° 24' 11" and an arc length of 12.90 feet to a point, thence.
4. Continuing on a curve to the right with a radius of 590.00 feet, a delta of 09° 32' 56" and an arc length of 29.33 feet to a point marked by found monument, thence.
5. in a northeasterly direction on a bearing of N 31° 12' 34" E, and a distance of 238.44 feet to a point marked by found monument, thence.
6. On a curve to the right with a radius of 590.00 feet, a delta of 06° 53' 47" and an arc length of 71.05 feet to a point marked by found monument, thence.
7. Continuing on a curve to the right with a radius of 290.00 feet, a delta of 16° 04' 40" and an arc length of 31.38 feet to a point, thence.
8. Continuing on a curve to the right with a radius of 490.00 feet, a delta of 28° 03' 57" and an arc length of 240.74 feet to a point marked by found monument, thence.
9. in a northeasterly direction on a bearing of N 82° 19' 58" E, and a distance of 461.00 feet to a point marked by found monument, thence.
10. Continuing in a northeasterly direction on a bearing of N 81° 11' 13" E, and a distance of 195.00 feet to a point, thence.
11. Continuing in a northeasterly direction on a bearing of N 82° 19' 58" E, and a distance of 195.00 feet to a point, thence.
12. in a southeasterly direction on a bearing of S 63° 06' 13" E, and a distance of 350.00 feet to a point, thence.
13. in a northeasterly direction on a bearing of N 87° 02' 50" E, and a distance of 99.73 feet to a point, thence.

BK 4 224 PG 775

Langan Engineering and Environmental Services

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EXHIBIT A-2 (Cont'd)

- 11 Continuing in a northeasterly direction on a bearing of $N 55^{\circ} 40' 07'' E$ and a distance of 180.00 feet to a point thence.
- 12 Continuing in a northeasterly direction on a bearing of $N 67^{\circ} 14' 20'' E$ and a distance of 100.00 feet to a point thence.
- 13 In a northeasterly direction on a bearing of $S 07^{\circ} 43' 50'' E$ and a distance of 1127.50 feet to a point thence.
- 14 In a southwesterly direction on a bearing of $S 52^{\circ} 27' 42'' W$ and a distance of 555.57 feet to a point thence.
- 15 In a northwesterly direction on a bearing of $N 44^{\circ} 36' 19'' W$ through a found monument and a found iron pipe a distance of 1211.04 feet to a point thence.
- 16 In a northwesterly direction on a bearing of $N 50^{\circ} 58' 42'' E$ and a distance of 32.00 feet to a point thence.
- 17 In a northwesterly direction on a bearing of $N 39^{\circ} 17' 39'' W$ and a distance of 115.00 feet to a point thence.
- 18 In a southwesterly direction on a bearing of $S 50^{\circ} 58' 42'' W$ and a distance of 103.00 feet to a point thence.
- 19 In a southeasterly direction on a bearing of $S 39^{\circ} 01' 18'' E$ and a distance of 75.00 feet to a point thence.
- 20 In a southwesterly direction on a bearing of $S 50^{\circ} 58' 42'' W$ and a distance of 244.77 feet to a point thence.
- 21 On a curve to the right, along the northerly right-of-way of Elkins Lane with a radius of 150.00 feet, an arc length of 77.55 feet, a chord bearing of $S 68^{\circ} 04' 01'' W$ and a chord length of 75.41 feet to a point thence.
- 22 Continuing in a southwesterly direction along Elkins Lane on a bearing of $S 95^{\circ} 09' 21'' W$ and a distance of 28.94 feet to a point thence.
- 23 On a curve to the right, along Elkins Lane, with a radius of 25.00 feet, an arc length of 40.75 feet, a chord bearing of $N 48^{\circ} 34' 20'' W$ and a chord length of 36.13 feet to the corner and place of beginning.

Enccompassing an area of 49.28 AC.

The above is in accordance with a plan by "Langan Engineering and Environmental Services Inc. River Drive Center 1, Elmwood Park, New Jersey", titled "DeVry Institute, proposed minor subdivision, Tax Map Sheet 78, Block 252 Lot 1", Drawing No. "07 01" dated "13 June 94" Revised "29 June 94"

073 361216

BK4224PG776

Langan Engineering and Environmental Services

EXHIBIT A-2 (Cont'd)

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DESCRIPTION OF
TAX MAP
BLOCK 252 LOT 1.2
NORTH BRUNSWICK TOWNSHIP
MIDDLESEX COUNTY, NEW JERSEY

Commencing at the intersection of the southern line of Block 252 Lot 6 and the northeastern corner of Block 252 Lot 1.3, the following course and distance thence:

1. Along the northerly line of Lot 1.3 S 32° 16' 10" W a distance of 76.52 to the point and place of beginning thence.
2. In a southeasterly direction on a bearing of S 37° 43' 50" E, and a distance of 73.66 feet to a point thence.
3. In a southwesterly direction on a bearing of S 43° 23' 42" W, and a distance of 169.27 feet to a point thence.
4. Continuing in a southwesterly direction on a bearing of S 52° 27' 42" W, and a distance of 637.77 feet to a point thence.
5. In a northwesterly direction on a bearing of N 07° 43' 50" W and a distance of 1137.50 feet to a point thence.
6. In a northeasterly direction on a bearing of N 67° 14' 20" E and a distance of 655.51 feet to a point thence.
7. Continuing in a northeasterly direction on a bearing of N 82° 16' 10" E and a distance of 621.12 feet to the point and place of beginning.

Encompassing an area of 15.00 AC

The above is in accordance with a plan by: "Langan Engineering and Environmental Services, Inc., River Drive Center 1, Elmwood Park, New Jersey", titled "DeVry Institute, proposed minor subdivision, Tax Map Sheet 78, Block 252 Lot 1", Drawing No. "07 01" dated "13 June 94" Revised "23 June 94"

BK 4224 PG 777

Langan Engineering and Environmental Services

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EXHIBIT A-2 (Cont'd)

DESCRIPTION OF
TAX MAP
BLOCK 252 LOT 13
NORTH BRUNSWICK TOWNSHIP
MIDDLESEX COUNTY, NEW JERSEY

Commencing and beginning at the intersection of the southerly line of Block 252 Lot 6 and the northeasterly corner of Block 252 Lot 13 thence:

- 1. in a southeasterly direction on a bearing of S 21° 31' 26" E and a distance of 578.06 feet to a point thence
- 2. in a southwesterly direction on a bearing of S 43° 23' 42" W and a distance of 274.10 feet to a point thence
- 3. in a northwesterly direction on a bearing of N 07° 43' 50" W and a distance of 731.36 feet to a point thence
- 4. in a northwesterly direction on a bearing of N 82° 16' 10" E and a distance of 76.52 feet to the point and place of beginning.

Enclosing an area of 2.29 AC

The above is in accordance with a plan by "Langan Engineering and Environmental Services Inc. River Drive Center 1, Elmwood Park, New Jersey" titled "DeVry Institute, proposed minor subdivision Tax Map Sheet 78 Block 252 Lot 1" Drawing No. "07-01" dated "13 June 94" Revised "29 June 94"

BK 4224 PG 778

Langan Engineering and Environmental Services

EXHIBIT A-3
"J&J PROPERTY"

Lots 20, 21, 28 and 29.03 in Block 194 on the Tax Map of the
Township of North Brunswick, Middlesex County, New Jersey.

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12/1994

BK4224 PG779

EXHIBIT A-4

1251502

DESCRIPTION OF
BLOCK 252 LOT 5.03
NORTH BRUNSWICK
MIDDLESEX COUNTY, NEW JERSEY

Commencing at the intersection of the southerly line of N.J. Route No. 1. and the westerly line of the lands of Conrail, 100' wide, formerly the Raritan River Railroad; thence,

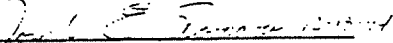
- a. Along said line of Conrail, S 28° 35' 40" E, 422.12 feet to a point of curvature; thence,
 - b. Along the same on a curve to the right having a radius of 1,860.08 feet, an arc length of 1,847.36 feet and a chord of S 00° 08' 33" E, 1,772.36 feet to a point of tangency; thence,
 - c. Across the same, S 61° 41' 26" E, 100.00 feet to the point and place of beginning at the intersection of the westerly line of Conrail and the southerly line of Block 252 Lot 5.04; thence,
1. Along said southerly lot line, S 61° 41' 26" E, 185.00 feet to a point; thence,
 2. Along the same, N 74° 28' 30" E, 287.52 feet to a point; thence,
 3. Along the same, N 54° 17' 29" E, 49.50 feet to a point; thence,
 4. Along the same, N 48° 48' 13" E, 125.75 feet to a point; thence,
 5. Along the same, N 10° 32' 56" E, 43.45 feet to a point; thence,
 6. Along the same, N 41° 21' 22" E, 268.13 feet to a point; thence,
 7. Along the same, N 47° 31' 59" E, 96.79 feet to a point; thence,
 8. S 42° 43' 48" E, 22+/- feet to a point on the westerly line of Westons Mill Pond; thence,
 9. Along said westerly line in a southerly direction, 970+/- feet to a point on the municipal boundary line between North Brunswick and Milltown; thence,
 10. Along said municipal line, S 79° 23' 52" W, 275+/- feet to a point; thence,
 11. Along the same, N 44° 36' 18" W, 308.18 feet to a point on the easterly line of Conrail; thence,
 12. Along said line of Conrail on a curve to the right having a radius of 1382.685 feet, an arc length of 164.04, and a chord of N 24° 54' 38" E, 163.95 feet to a point of tangency; thence,
 13. Along the same, N 28° 18' 34" E, 826.00 feet to the point and place of beginning.

BK 4 2 2 4 PG 7 8 0

EXHIBIT A-4 (Cont'd)

Encompassing an area of 15.56 +/- acres

The above is in accordance with a plan prepared by "Langan Engineering and Environmental Services, Inc., River Drive Center 1, Elmwood Park, New Jersey", Titled "Johnson & Johnson (Personal Products), Proposed Minor Subdivision, Tax Map Block 252 Lot 5.01, North Brunswick, New Jersey" Drawing "05 03", Dated "9 Sept. 94"


Joseph E. Romano
Professional Land Surveyor
N.J. Lic. No. 36273

2315/m15 23 Rev.
Revised 12-1-94 & 12-13-94

BK 4224 PG 781

EXHIBIT A-1

125-502

DESCRIPTION OF
BLOCK 252 LOT 5.04
NORTH BRUNSWICK
MIDDLESEX COUNTY, NEW JERSEY

Commencing at the intersection of the southerly line of N.J. Route No. 1, and the westerly line of the lands of Conrail, 100' wide, formerly the Raritan River Railroad; thence.

- a. Along said line of Conrail, S 28° 35' 40" E, 422.12 feet to a point of curvature; thence.
- b. Along the same on a curve to the right having a radius of 1,860.08 feet, an arc length of 1,847.36 feet and a chord of S 00° 08' 33" E, 1,772.36 feet to a point of tangency; thence.
- c. Across the same, S 61° 41' 26" E, 100.00 feet to the point and place of beginning on the westerly line of Conrail; thence.
1. Along said line of Conrail on a curve to the left having a radius of 1960.08 feet, an arc length of 632.81 feet, and a chord of N 19° 03' 38" E, 630.07 feet to the southerly line of Lot 4; thence.
2. Along said southerly line, N 88° 35' 17" E, 233.08 feet to a point; thence.
3. Along the same, N 87° 55' 56" E, 64.76 feet to a point; thence.
4. Along the same, S 78° 15' 44" E, 114.50 feet to a point; thence.
5. Along the same, S 72° 10' 34" E, 87.51 feet to a point; thence.
6. Along the same, S 42° 43' 48" E, 185.03 feet to the northerly line of Lot 5.03; thence.
7. Along the said northerly line, S 47° 31' 56" W, 96.79 feet to a point; thence.
8. Along the same, S 41° 21' 22" W, 268.13 feet to a point; thence.
9. Along the same, S 10° 32' 56" W, 43.45 feet to a point; thence.
10. Along the same, S 48° 48' 13" W, 125.75 feet to a point; thence.
11. Along the same, S 54° 17' 29" W, 49.50 feet to a point; thence.
12. Along the same, S 74° 28' 30" W, 287.52 feet to a point; thence.
13. Along the same, N 61° 41' 26" W, 185.00 feet to the point and place of beginning.

Encompassing an area of 8.04 acres.

BK 4224 PG 782

EXHIBIT A-1 CORRECTIONS

The above is in accordance with a plan prepared by "Langan Engineering and Environmental Services, Inc., River Drive Center 1 Elmwood Park, New Jersey", Titled "Johnson & Johnson (Personal Property), Proposed Minor Subdivision Tax Map Block 252 Lot 5 01, North Brunswick, New Jersey" Drawing "05.03", Dated "9 Sept. 94"

Joseph E. Romano 12-15-94
Joseph E. Romano
Professional Land Surveyor
NJ Lic. No. 36273

12-15-94
12-15-94

BK 4224 PG 783

DESCRIPTION OF
BLOCK 252 LOT 6.1
NORTH BRUNSWICK
MIDDLESEX COUNTY, NEW JERSEY

Commencing and beginning at the intersection of the southerly line of N.J. Route No. 1 and the westerly line of the lands of Conrail, 100' wide, formerly the Raritan River Railroad; thence

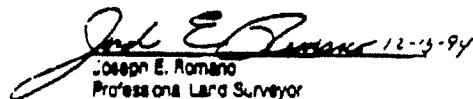
1. Along said line of Conrail, S 28° 35' 40" E, 422.12 feet to a point; thence.
2. Along the same on a curve to the right having a radius of 1,850.08 feet, an arc length of 1,847.36 feet and a chord of S 00° 08' 33" E, 1,772.36 feet to a point; thence.
3. Along the same, S 28° 18' 34" W, 342.50 feet to the northerly line of Lot 6.2; thence.
4. Along said northerly line, N 61° 41' 28" W, 210.49 feet to a point; thence.
5. Along the same, S 52° 04' 43" W, 442.21 feet to a point; thence.
6. Along the same, N 37° 55' 17" W, 34.97 feet to a point; thence.
7. Along the same, S 52° 04' 43" W, 90.00 feet to the northeasterly line filed map No. 921; thence.
8. Along said northeasterly line, N 44° 36' 18" W, 951.01 feet to the intersection of the southerly line of Block 252 Lot 7; thence.
9. Along said southerly line, N 52° 27' 42" E, 1,508.95 feet to a point; thence.
10. Along the same, N 36° 28' 18" W, 100.02 feet to the southerly line of Lot 1.2; thence.
11. Along said southerly line, N 43° 23' 42" E, 442.97 feet to the southeasterly corner of Block 252, Lot 1.3; thence.
12. Along the westerly line of Lot 1.3, N 21° 31' 28" W, 576.06 feet to a point; thence.
13. Along the northerly line of Block 252, Lots 1.2 and 1.3, S 82° 16' 10" W, 687.64 feet to a point; thence.
14. Along the said northerly lines and also along the northerly line of Block 252, Lot 1.1, S 67° 14' 20" W, 104.61 feet to a point; thence.
15. Along said line of Lot 1.1, S 56° 40' 27" W, 180.00 feet to a point; thence.
16. Along the same, S 87° 02' 50" W, 99.79 feet to a point; thence.
17. Along the same, N 63° 08' 13" W, 350.00 feet to the said line of Route 1; thence.

EXHIBIT A-1 Cont'd.

- 18 Along said line of Route 1 N 82° 19' 58" E 433.30 feet to a point thence.
- 19 Along the same N 82° 39' 23" E 177.30 feet to a point thence.
- 20 Along the same N 82° 19' 58" E 54.82 feet to a point thence.
- 21 Along the same N 82° 29' 22" E 32.93 feet to a point thence.
- 22 Along the same N 82° 39' 38" E 150.30 feet to a point thence.
- 23 Along the same N 81° 29' 47" E 50.01 feet to a point thence.
- 24 Along the same N 82° 39' 04" E 316.68 feet to a point thence.
- 25 Along the same N 82° 30' 07" E 6.77 feet to a point thence.
- 26 Along the same N 82° 19' 58" E 157.86 feet to the point and place of beginning.

Enccompassing an area of 44.98 acres

The above is in accordance with a plan prepared by "Langan Engineering and Environmental Services Inc. River Drive Center, Elmwood Park, New Jersey" titled "Arker Realty, Block 252 Lots 504 & 61, North Brunswick, Middlesex County, New Jersey", Drawing "07.01", Dated "3 December 1994" Revised "12/13/94"


Joseph E. Romano
Professional Land Surveyor
N.J. Lic. No. 36273

12-13-94
Rev. 12-13-94

BK4224PG785

EXHIBIT A-2

DESCRIPTION OF
TAX MAP
BLOCK 252 LOT 1
NORTH BRUNSWICK TOWNSHIP
MIDDLESEX COUNTY, NEW JERSEY

Commencing and beginning at a point, said point being at the intersection of the easterly right-of-way of Milton Road and the northerly right-of-way of Elms Lane; thence

1. in a northwesterly direction on a bearing of $N 02^{\circ} 17' 26'' W$ and a distance of 280.57 feet to a point marked by found monument; thence
2. On a curve to the right with a radius of 590.00 feet, a delta of $09^{\circ} 32' 56''$ and an arc length of 98.33 feet to a point; thence.
3. Continuing on a curve to the right with a radius of 290.00 feet, a delta of $14^{\circ} 24' 11''$ and an arc length of 72.90 feet to a point; thence
4. Continuing on a curve to the right with a radius of 590.00 feet, a delta of $09^{\circ} 32' 56''$ and an arc length of 98.33 feet to a point marked by found monument; thence.
5. in a northeasterly direction on a bearing of $N 31^{\circ} 12' 34'' E$, and a distance of 238.44 feet to a point marked by found monument; thence.
6. On a curve to the right with a radius of 590.00 feet, a delta of $06^{\circ} 53' 47''$ and an arc length of 71.05 feet to a point marked by found monument; thence.
7. Continuing on a curve to the right with a radius of 290.00 feet, a delta of $16^{\circ} 04' 40''$ and an arc length of 51.38 feet to a point; thence.
8. Continuing on a curve to the right with a radius of 490.00 feet, a delta of $28^{\circ} 08' 57''$ and an arc length of 240.74 feet to a point marked by found monument; thence
9. in a northeasterly direction on a bearing of $N 82^{\circ} 19' 58'' E$, and a distance of 461.00 feet to a point marked by found monument; thence.
10. Continuing in a northeasterly direction on a bearing of $N 81^{\circ} 11' 13'' E$, and a distance of 195.00 feet to a point; thence.
11. Continuing in a northeasterly direction on a bearing of $N 82^{\circ} 19' 58'' E$, and a distance of 195.00 feet to a point; thence.
12. in a southeasterly direction on a bearing of $S 63^{\circ} 06' 13'' E$, and a distance of 350.00 feet to a point; thence.
13. in a northeasterly direction on a bearing of $N 87^{\circ} 02' 50'' E$, and a distance of 99.79 feet to a point; thence.
14. Continuing in a northeasterly direction on a bearing of $N 56^{\circ} 40' 27'' E$, and a distance of 180.00 feet to a point; thence.

BK 4 224 PG 786

Langan Engineering and Environmental Services

EXHIBIT A-2 (Cont'd)

15. Continuing in a northeasterly direction on a bearing of $N 67^{\circ} 14' 22'' E$ and a distance of 129.10 feet to a point thence.
16. Continuing in a northeasterly direction on a bearing of $N 67^{\circ} 14' 00'' E$ and a distance of 155.81 feet to a point thence.
17. Continuing in a northeasterly direction on a bearing of $N 62^{\circ} 18' 10'' E$ and a distance of 197.64 feet to a point thence.
18. In a southeasterly direction on a bearing of $S 21^{\circ} 31' 26'' E$ and a distance of 176.16 feet to a point thence.
19. In a southwesterly direction on a bearing of $S 43^{\circ} 23' 42'' W$ and a distance of 142.27 feet to a point thence.
20. Continuing in a southwesterly direction on a bearing of $S 52^{\circ} 27' 42'' W$ and a distance of 1523.27 feet to a point thence.
21. In a northwesterly direction on a bearing of $N 44^{\circ} 36' 18'' W$ through a found monument and a found iron pipe, a distance of 1211.04 feet to a point thence.
22. In a northeasterly direction on a bearing of $N 50^{\circ} 58' 42'' E$ and a distance of 32.00 feet to a point thence.
23. In a northwesterly direction on a bearing of $N 39^{\circ} 17' 39'' W$ and a distance of 116.00 feet to a point thence.
24. In a southwesterly direction on a bearing of $S 50^{\circ} 58' 42'' W$ and a distance of 103.00 feet to a point thence.
25. In a southeasterly direction on a bearing of $S 39^{\circ} 01' 18'' E$ and a distance of 75.00 feet to a point thence.
26. In a southwesterly direction on a bearing of $S 50^{\circ} 58' 42'' W$ and a distance of 244.77 feet to a point thence.
27. On a curve to the right, along the northerly right-of-way of Elkins Lane with a radius of 1300 feet, an arc length of 77.55 feet, a chord bearing of $S 35^{\circ} 39' 21'' W$ and a distance of 28.94 feet to a point thence.
28. On a curve to the right, along Elkins Lane, with a radius of 2500 feet, an arc length of 40.38 feet, a chord bearing of $N 48^{\circ} 34' 20'' W$, and a chord length of 36.13 feet to the point and place of beginning.

Encompassing an area of 66.57 AC

The above is in accordance with a plan by "Langan Engineering and Environmental Services Inc. River Drive Center 1, Elmwood Park, New Jersey", titled "DeVry Institute, proposed minor subdivision, Tax Map Sheet 78, Block 252 Lot 1", Drawing No. "07 01" dated "13 June 94" Revised "29 June 94"

BK 4224PG787 Langan Engineering and Environmental Services

EXHIBIT A-2 (Cont'd)

DESCRIPTION OF
TAX MAP
BLOCK 252 LOT 1.1
NORTH BRUNSWICK TOWNSHIP
MIDDLESEX COUNTY, NEW JERSEY

- Commencing and beginning at a point, said point being at the intersection of the easterly right-of-way of Milltown Road and the northerly right-of-way of Exira Lane, thence
1. in a northwesterly direction on a bearing of $N 22^{\circ} 17' 26'' W$ and a distance of 260.57 feet to a point marked by found monument, thence
 2. On a curve to the right with a radius of 590.00 feet, a delta of $09^{\circ} 32' 56''$ and an arc length of 98.33 feet to a point, thence.
 3. Continuing on a curve to the right with a radius of 290.00 feet, a delta of $11^{\circ} 24' 11''$ and an arc length of 72.90 feet to a point, thence
 4. Continuing on a curve to the right with a radius of 590.00 feet, a delta of $09^{\circ} 32' 56''$ and an arc length of 98.33 feet to a point marked by found monument, thence
 5. in a northeasterly direction on a bearing of $N 31^{\circ} 12' 34'' E$, and a distance of 238.44 feet to a point marked by found monument, thence.
 6. On a curve to the right with a radius of 590.00 feet, a delta of $06^{\circ} 53' 47''$ and an arc length of 71.05 feet to a point marked by found monument, thence.
 7. Continuing on a curve to the right with a radius of 290.00 feet, a delta of $16^{\circ} 04' 40''$ and an arc length of 91.38 feet to a point, thence.
 8. Continuing on a curve to the right with a radius of 490.00 feet, a delta of $29^{\circ} 03' 57''$ and an arc length of 240.74 feet to a point marked by found monument, thence.
 9. in a northeasterly direction on a bearing of $N 82^{\circ} 19' 58'' E$, and a distance of 461.00 feet to a point marked by found monument, thence.
 10. Continuing in a northeasterly direction on a bearing of $N 81^{\circ} 11' 13'' E$, and a distance of 125.00 feet to a point, thence.
 11. Continuing in a northeasterly direction on a bearing of $N 82^{\circ} 19' 58'' E$, and a distance of 125.00 feet to a point, thence.
 12. in a southeasterly direction on a bearing of $S 63^{\circ} 06' 13'' E$, and a distance of 350.00 feet to a point, thence.
 13. in a northeasterly direction on a bearing of $N 87^{\circ} 02' 50'' E$, and a distance of 99.73 feet to a point, thence.

BK 4224 PG 788

Langan Engineering and Environmental Services

EXHIBIT A-2 (Cont'd)

- 14 Continuing in a northeasterly direction on a bearing of $N 66^{\circ} 40' 07'' E$ and a distance of 180.00 feet to a point thence.
- 15 Continuing in a northeasterly direction on a bearing of $N 67^{\circ} 14' 20'' E$ and a distance of 127.10 feet to a point thence.
- 16 In a northeasterly direction on a bearing of $S 07^{\circ} 43' 50'' E$ and a distance of 1137.50 feet to a point thence.
- 17 In a southwesterly direction on a bearing of $S 52^{\circ} 27' 42'' W$ and a distance of 355.57 feet to a point thence.
- 18 In a northwesterly direction on a bearing of $N 44^{\circ} 36' 19'' W$ through a found monument and a found iron pipe a distance of 1211.04 feet to a point thence.
- 19 In a northwesterly direction on a bearing of $N 50^{\circ} 58' 42'' E$ and a distance of 32.00 feet to a point thence.
- 20 In a northwesterly direction on a bearing of $N 39^{\circ} 17' 39'' W$ and a distance of 115.00 feet to a point thence.
- 21 In a southwesterly direction on a bearing of $S 50^{\circ} 58' 42'' W$ and a distance of 103.00 feet to a point thence.
- 22 In a southeasterly direction on a bearing of $S 39^{\circ} 01' 18'' E$ and a distance of 75.00 feet to a point thence.
- 23 In a southwesterly direction on a bearing of $S 50^{\circ} 58' 42'' W$ and a distance of 241.77 feet to a point thence.
- 24 On a curve to the right, along the northerly right-of-way of Elkins Lane with a radius of 130.00 feet, an arc length of 77.55 feet, a chord bearing of $S 68^{\circ} 04' 01'' W$ and a chord length of 75.41 feet to a point thence.
- 25 Continuing in a southwesterly direction along Elkins Lane on a bearing of $S 95^{\circ} 09' 21'' W$ and a distance of 28.94 feet to a point thence.
- 26 On a curve to the right, along Elkins Lane, with a radius of 25.00 feet, an arc length of 40.00 feet, a chord bearing of $N 48^{\circ} 34' 20'' W$, and a chord length of 36.13 feet to the point and place of beginning.

Encompassing an area of 49.28 AC.

The above is in accordance with a plan by "Langan Engineering and Environmental Services Inc. River Drive Center 1 Elmwood Park, New Jersey", titled "DeVry Institute, proposed minor subdivision, Tax Map Sheet 78, Block 252 Lot 1", Drawing No. "07-01" dated "13 June 94" Revised "29 June 94".

11/13/94

BK 4224 PG 789

Langan Engineering and Environmental Services

EXHIBIT A-2 (Cont'd)

★
DESCRIPTION OF
TAX MAP
BLOCK 252 LOT 1, 2
NORTH BRUNSWICK TOWNSHIP
MIDDLESEX COUNTY, NEW JERSEY

Beginning at the intersection of the southern line of Block 252 Lot 6 and the northeasterly corner of Block 252 Lot 3, the following course and distance thence:

1. Along the northerly line of Lot 3 S 32° 16' 10" W a distance of 76.52 to the point and place of beginning thence
2. In a southeasterly direction on a bearing of S 07° 43' 50" E and a distance of 131.86 feet to a point thence
3. In a southwesterly direction on a bearing of S 43° 23' 42" W and a distance of 168.27 feet to a point thence
4. Continuing in a southwesterly direction on a bearing of S 52° 27' 42" W and a distance of 637.77 feet to a point thence
5. In a northwesterly direction on a bearing of N 07° 43' 50" W and a distance of 1137.50 feet to a point thence
6. In a northeasterly direction on a bearing of N 67° 14' 20" E and a distance of 655.1 feet to a point thence
7. Continuing in a northeasterly direction on a bearing of N 82° 16' 10" E and a distance of 621.12 feet to the point and place of beginning.

Encompassing an area of 15.00 AC

The above is in accordance with a plan by: "Langan Engineering and Environmental Services, Inc. River Drive Center 1 Elmwood Park, New Jersey", titled "DeVry Institute, proposed minor subdivision, Tax Map Sheet 78, Block 252 Lot 1", Drawing No. "07-01" dated "13 June 94" Revised "23 June 94"

BK 4224 PG 790

Langan Engineering and Environmental Services, Inc.

EXHIBIT A-2 (Cont'd)

DESCRIPTION OF
TAX MAP
BLOCK 252 LOT 13
NORTH BRUNSWICK TOWNSHIP
MIDDLESEX COUNTY, NEW JERSEY

Commencing and beginning at the intersection of the southern line of Block 252 Lot 6 and the northeastern corner of Block 252 Lot 13 thence:

1. in a southeasterly direction on a bearing of S 21° 31' 26" E and a distance of 576.06 feet to a point thence
2. in a southwesterly direction on a bearing of S 43° 23' 42" W and a distance of 274.70 feet to a point thence
3. in a northwesterly direction on a bearing of N 07° 43' 50" W and a distance of 73.86 feet to a point thence
4. in a northwesterly direction on a bearing of N 82° 16' 10" E and a distance of 76.52 feet to the point and place of beginning.

Encompassing an area of 2.29 AC

The above is in accordance with a plan by "Langan Engineering and Environmental Services, Inc., River Drive Center 1, Elmwood Park, New Jersey" titled "DeVry Institute, proposed minor subdivision, Tax Map Sheet 78, Block 252 Lot 1", Drawing No. "07 01" dated "13 June 94" Rev. Sep. 29 June 94"

BK4 224 PG791

Langan Engineering and Environmental Services

EXHIBIT A-3
"J&J PROPERTY"

Lots 20, 21, 28 and 29.03 in Block 194 on the Tax Map of the
Township of North Brunswick, Middlesex County, New Jersey.

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BK 4224 PG 792

EXHIBIT A-4

1251502

DESCRIPTION OF
BLOCK 252 LOT 5.03
NORTH BRUNSWICK
MIDDLESEX COUNTY, NEW JERSEY

Commencing at the intersection of the southerly line of N.J. Route No. 1, and the westerly line of the lands of Conrail, 100' wide, formerly the Raritan River Railroad; thence.

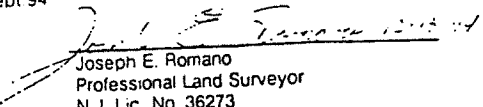
- a. Along said line of Conrail, S 28° 35' 40" E, 422.12 feet to a point of curvature; thence.
- b. Along the same on a curve to the right having a radius of 1,860.08 feet, an arc length of 1,847.36 feet and a chord of S 00° 08' 33" E, 1,772.36 feet to a point of tangency; thence.
- c. Across the same, S 61° 41' 26" E, 100.00 feet to the point and place of beginning at the intersection of the westerly line of Conrail and the southerly line of Block 252 Lot 5.04; thence.
1. Along said southerly lot line, S 61° 41' 26" E, 185.00 feet to a point; thence.
2. Along the same, N 74° 28' 30" E, 287.52 feet to a point; thence.
3. Along the same, N 54° 17' 29" E, 49.50 feet to a point; thence.
4. Along the same, N 48° 48' 13" E, 125.75 feet to a point; thence.
5. Along the same, N 10° 32' 56" E, 43.45 feet to a point; thence.
6. Along the same, N 41° 21' 22" E, 268.13 feet to a point; thence.
7. Along the same, N 47° 31' 59" E, 96.79 feet to a point; thence.
8. S 42° 43' 48" E, 22+/- feet to a point on the westerly line of Westons Mill Pond; thence.
9. Along said westerly line in a southerly direction, 970+/- feet to a point on the municipal boundary line between North Brunswick and Milltown; thence.
10. Along said municipal line, S 79° 23' 52" W, 275+/- feet to a point; thence.
11. Along the same, N 44° 36' 18" W, 308.18 feet to a point on the easterly line of Conrail; thence.
12. Along said line of Conrail on a curve to the right having a radius of 1382.685 feet, an arc length of 164.04, and a chord of N 24° 54' 38" E, 163.95 feet to a point of tangency; thence.
13. Along the same, N 28° 18' 34" E, 826.00 feet to the point and place of beginning.

BK 4224 PG 793

EXHIBIT A-4 (Cont'd)

Encompassing an area of 15.5671 acres

The above is in accordance with a plan prepared by "Langan Engineering and Environmental Services, Inc., River Drive Center 1, Elmwood Park, New Jersey" Titled "Johnson & Johnson (Personal Products), Proposed Minor Subdivision, Tax Map Block 252 Lot 5.01, North Brunswick, New Jersey" Drawing "05 03", Dated "9 Sept 94"


Joseph E. Romano
Professional Land Surveyor
N.J. Lic. No. 36273

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Revised 12-7-21 & 12-13-24

BK 4224 PG 794

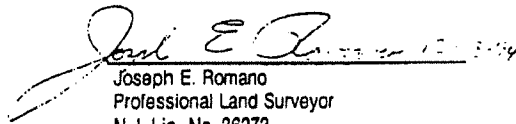
DESCRIPTION OF
BLOCK 252 LOT 6.2
NORTH BRUNSWICK
MIDDLESEX COUNTY, NEW JERSEY

Commencing and beginning at a monument marking the point of common intersection of Lots 6.1 and 6.2, Block 252 on the North Brunswick tax map and the municipal boundary line between North Brunswick and Milltown, and running thence.

1. Along the southerly line of Lot 6.1, N 52° 04' 43" E, 90.00 feet to a point; thence.
2. Along the same, S 37° 55' 17" E, 34.97 feet to a point; thence.
3. Along the same, N 52° 04' 43" E, 442.21 feet to a point; thence.
4. Along the same, S 61° 41' 26" E, 210.49 feet to the westerly line of Conrail; thence.
5. Along said line of Conrail, S 28° 18' 34" W, 483.50 feet to a point of curvature; thence.
6. Along the same on a curve to the left having a radius of 1482.685 feet, an arc length of 131.91 feet and a chord of S 25° 45' 39" W, 131.87 feet to a point on the municipal boundary line between North Brunswick and Milltown; thence.
7. Along said municipal line, N 44° 36' 18" W, 530.45 feet to the point and place of beginning.

Encompassing an area of 4.23 acres.

The above is in accordance with a plan prepared by "Langan Engineering and Environmental Services, Inc., River Drive Center 1, Elmwood Park, New Jersey", Titled "Arken Realty, Block 252, Lots 5.04 & 6.1, North Brunswick, Middlesex County, New Jersey", Drawing "07.01". Dated "3 December 1994". Revised "12/13/94".


Joseph E. Romano
Professional Land Surveyor
N.J. Lic. No. 36273

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Revised 12-7-94 & 12-9-94 & 12-13-94

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EXHIBIT A-4 (Cont'd)

Commencing and beginning at the point of intersection of the southeast Right-of-Way line of Van Liew Avenue and the municipal boundary line between Milltown and North Brunswick and running thence,

- 1.) Along said municipal line, S 44° 36' 18" E, a distance of 438.08 feet to a point on the westerly line of Conrail; thence,
- 2.) On a non-tangent curve to the left, having a radius of 1482.685 feet, a length of 526.47 feet, subtended by a chord having a bearing of S 13° 02' 23" and a length of 523.71 feet, to a point; thence,
- 3.) N 60° 45' 18" W, a distance of 1.63 feet to a point; thence,
- 4.) N 07° 45' 18" W, a distance of 532.90 feet to a point; thence
- 5.) N 3° 12' 34" E, a distance of 302.50 feet to a point on the southeasterly Right-of-Way line of Van Liew Avenue; thence,
- 6.) Along said southeasterly line N 51° 56' 42" E, a distance of 90.23 to the point and place of beginning.

Encompassing an area of 1.90 AC.

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Revised 12-15-84

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EXHIBIT A-4 (Cont'd)

Commencing and beginning at point of intersection of the easterly line of Conrail and the municipal boundary line between Milltown and North Brunswick and running thence,

- 1.) Along said municipal line, S 44° 36' 18" E a distance of 308.18 feet to a point; thence,
- 2.) Along the same, N 79° 23' 52" E, a distance of 275.00 feet to a point; thence,
- 3.) Along the same, S 44° 36' 18" E, a distance of 50+/- feet to the westerly line of Westons Mill Pond; thence,
- 4.) Along said westerly line, in a southerly direction, a distance of 700+/- feet to a point on the easterly line of Conrail; thence,
- 5.) Along said easterly line, in a northerly direction, on a curve to the right, having a radius of 1382.685 feet, a distance of 50+/- feet to a point on the curve; thence,
- 6.) Along the same, on a curve to the right, having a radius of 1382.685 feet, a length of 449.93 feet, subtended by a chord having a bearing of N 12° 11' 23" and a length of 447.06 feet, to the point and place of beginning.

Encompassing an area of 4.8+/- AC.

12 THOMAS

BK 4224 PG 797

EXHIBIT A-5
"PERMACEL PROPERTY"

BEGINNING at an existing monument in the Westerly line of the Conrail Railroad Right-of-Way (formerly Raritan River Railroad Company), said point being distant 400 feet southerly along said line from the Southeasterly corner of lands conveyed by Edwin Allen to the New Brunswick Chemical Company, and said beginning point being the same as recited in Book 1373, Page 89, thence

- 1) South 52 degrees 08 minutes West 820.20 feet to a monument in the Easterly line of Nassau Street; thence
- 2) Along said Easterly line of Nassau Street, South 39 degrees 36 minutes East, 363.83 feet to a monument; thence
- 3) Along the Southerly line of Nassau Street, South 50 degrees 24 minutes West, 9.15 feet to a monument; thence
- 4) Along the periphery of lands conveyed to the Township of North Brunswick the following five courses;
- 5) South 39 degrees 36 minutes East, 75 feet to a monument; thence
- 6) North 50 degrees 24 minutes East, 167.00 feet to a monument; thence
- 7) South 39 degrees 36 minutes East, 140.00 feet to a monument; thence
- 8) South 5 degrees 24 minutes West 56.56 feet to a monument; thence
- 9) South 50 degrees 24 minutes West, 152.00 feet to a monument; thence along the new Westerly and Southerly property lines of the tract this day being established, the following six courses;
- 10) South 43 degrees 42 minutes 01 seconds East, 131.62 feet to a point; thence
- 11) South 31 degrees 36 minutes 16 seconds East, 534.89 feet to a point; thence
- 12) North 58 degrees 21 minutes 39 seconds East 129.99 feet to a point; thence
- 13) South 31 degrees 57 minutes 31 seconds East, 456.59 feet to a point; thence

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- 14) South 0 degrees 44 minutes West 209.97 feet to a point in the new Northerly line of the entrance road to Personal Products, thence along said line
- 15) North 78 degrees 07 minutes 35 seconds East, 674.28 feet to the Westerly line of the Conrail Railroad Right-of-Way; thence
- 16) Along said Right-of-Way line the following four courses;
- 17) North 30 degrees 09 minutes West, 1098.54 feet to a monument; thence
- 18) North 53 degrees 53 minutes East 17.11 feet to a monument; thence
- 19) North 30 degrees 09 minutes West, 960.80 feet to a point of curve, thence
- 20) Curving to the right along a 2° curve, an arc distance of 172.5 feet more or less to the point of BEGINNING.

Containing 39.493 Acres and being designated as Lot 29.01, Block 194 on the Tax Map of North Brunswick.

The above description is in accordance with a Survey prepared by Donald M. Barr, P.E.L.S. and dated December 3, 1981.

EXHIBIT B
SITE PLAN
(IDENTIFYING (i) ARTKEN ACCESS AREA, (ii) J&J ACCESS AREA, (iii)
"SUBSTATION", (iv) "RTM PLANT", (v) "FWPS", (vi) PPC PROPERTY
FWPS ACCESS AREA, (vii) FWST, (viii) PUMPING STATION & (ix)
"SEWAGE LINE")

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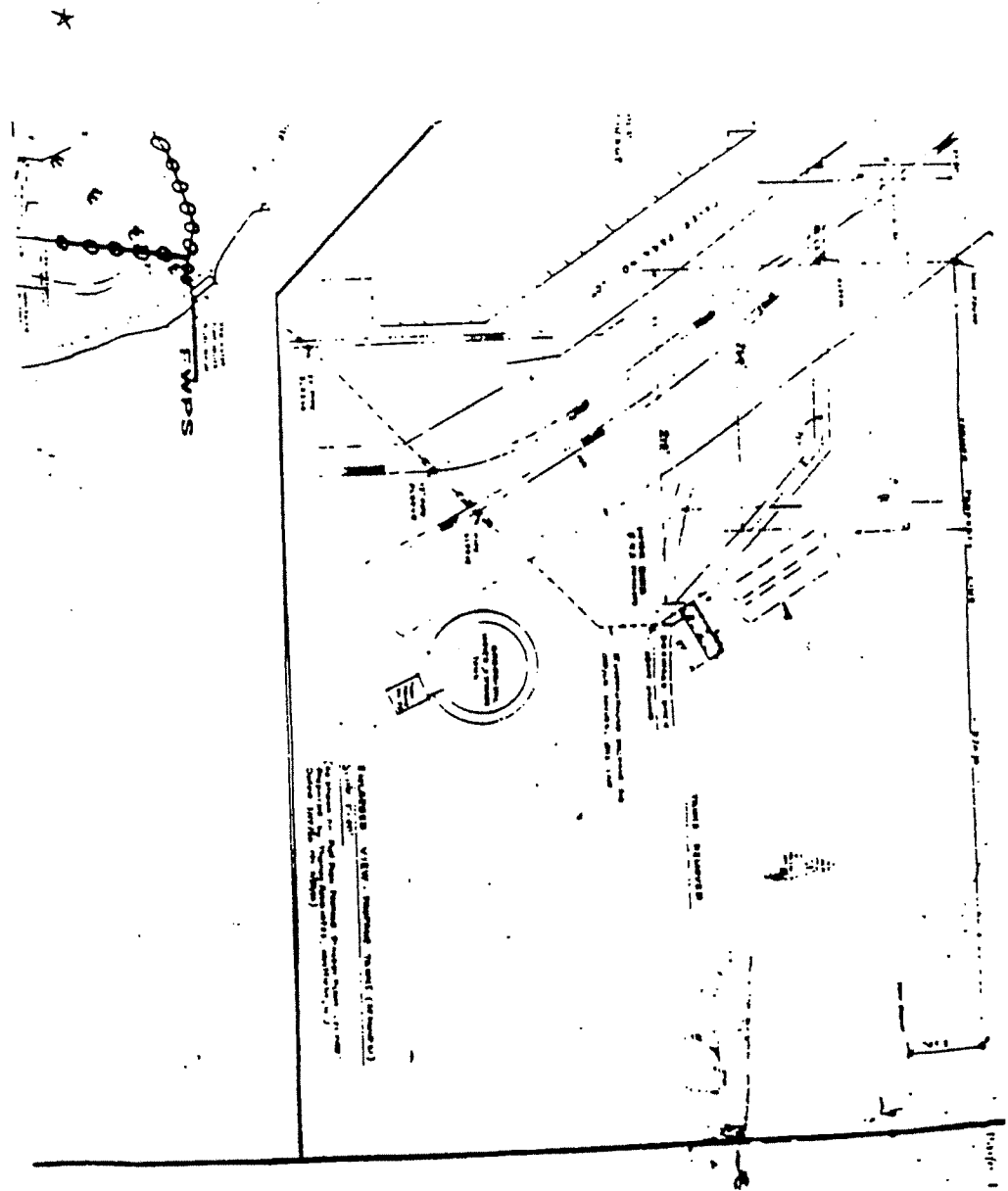
EXHIBIT 3
SIDE PLAN

KEY:

Clockwise from the upper right corner

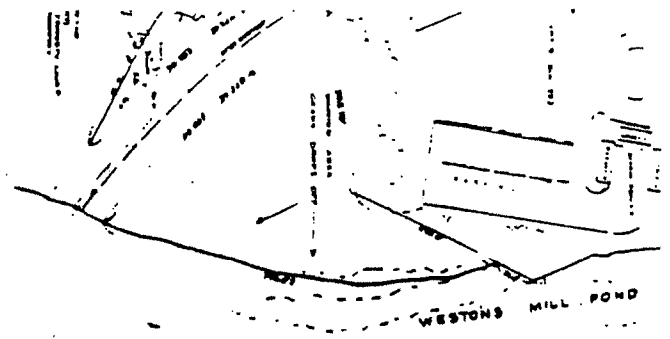
Page 6	Page 7	Page 8	Page 1
Page 5	Page 4	Page 3	Page 2

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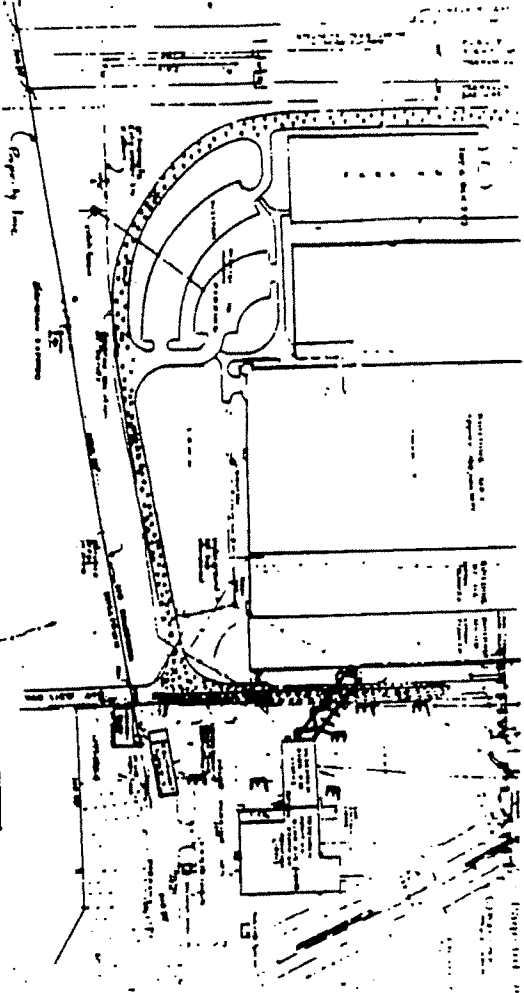
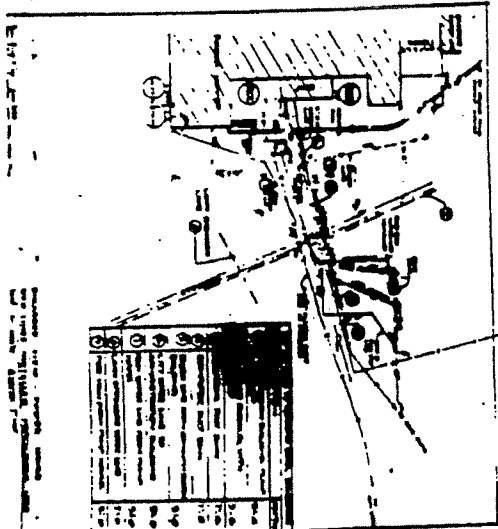
ALL RIGHTS RESERVED
 THE STATE OF NEW YORK
 OFFICE OF THE ATTORNEY GENERAL
 ALBANY, N.Y.
 DEPARTMENT OF TAXATION AND FINANCE
 DIVISION OF REAL PROPERTY SERVICES
 ALBANY, N.Y. 12242-0001
 TEL: 518-474-2000
 FAX: 518-474-2001
 WWW: www.dfs.ny.gov

WESTONS MILL POND
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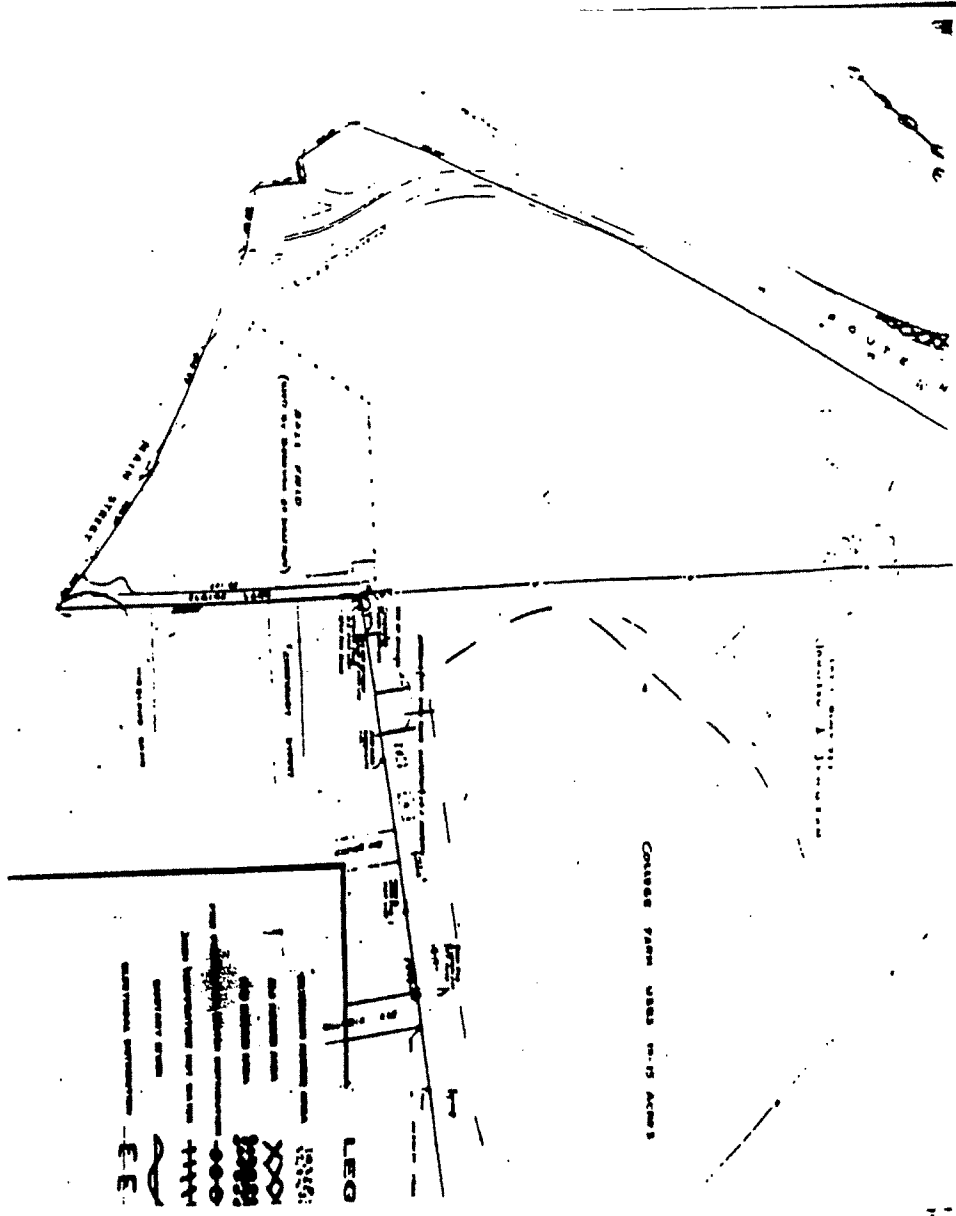


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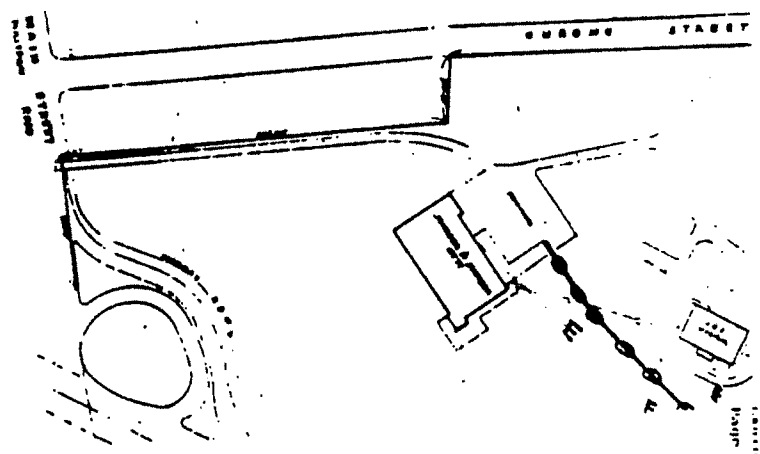


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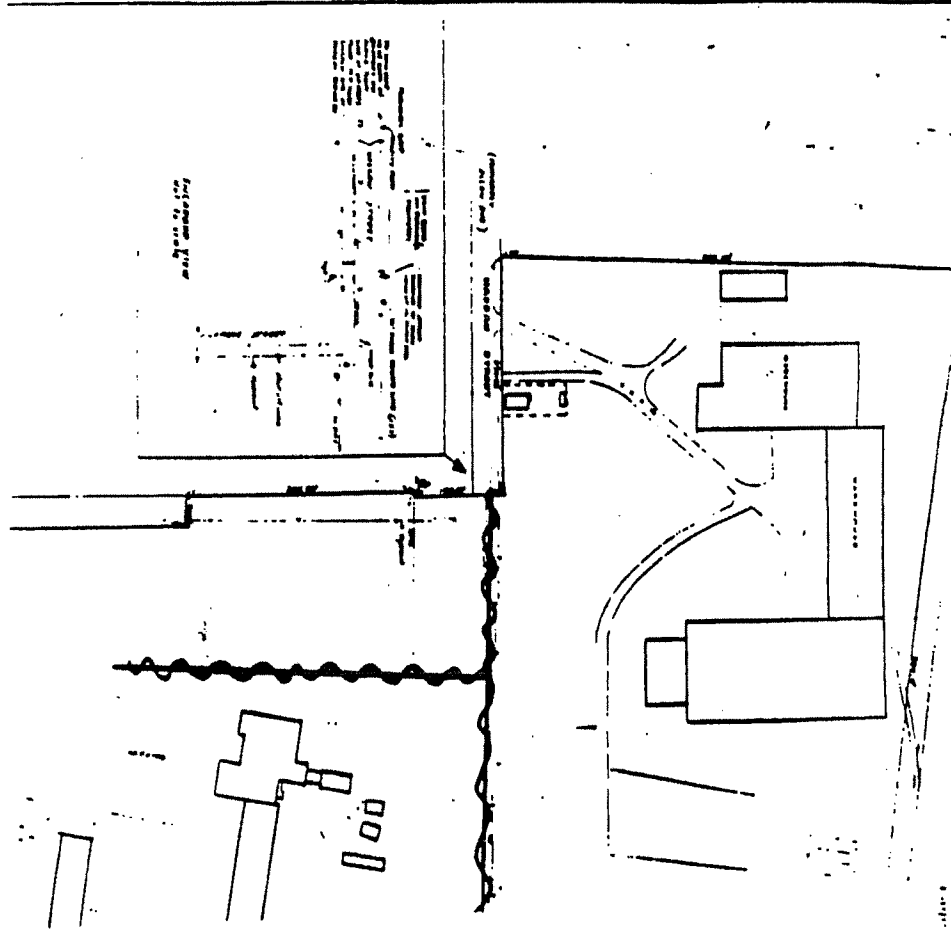
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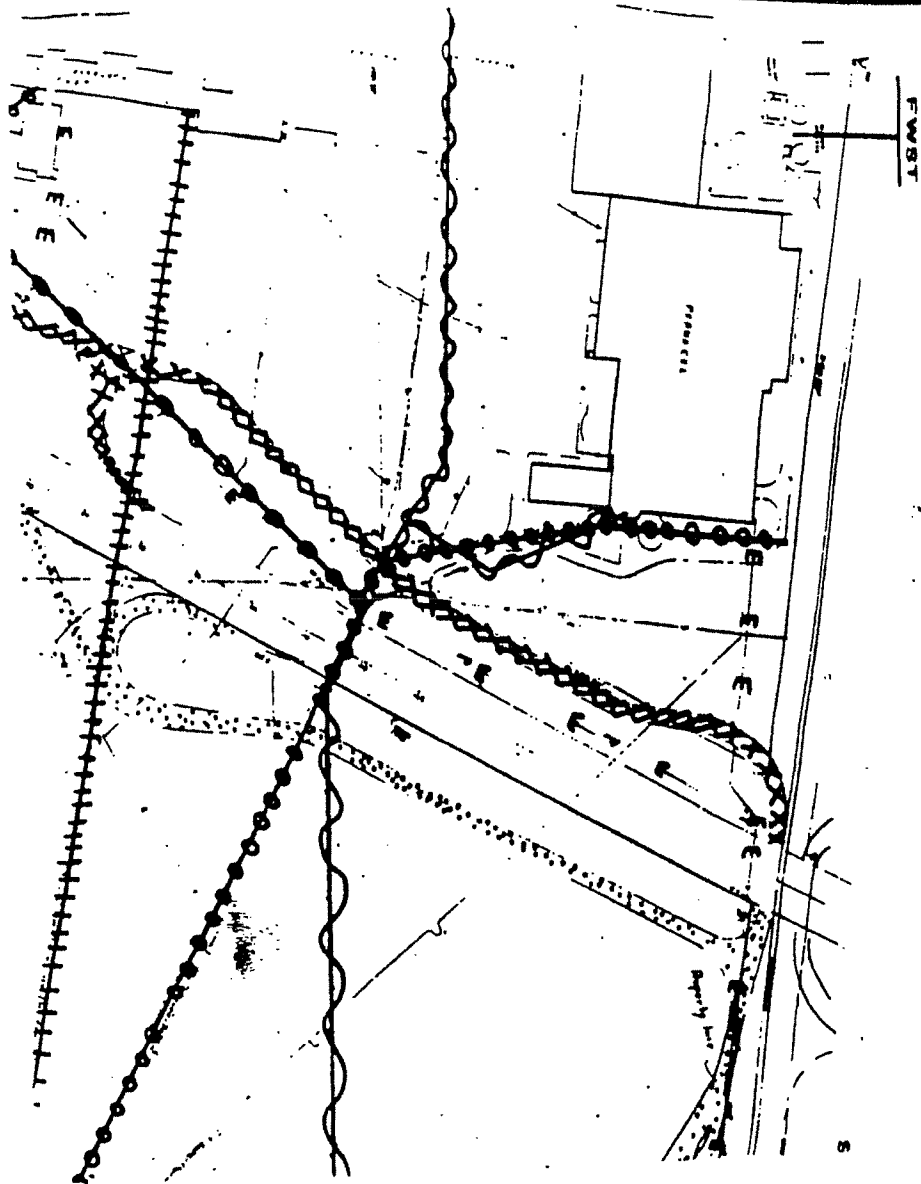


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Page 5 of 5

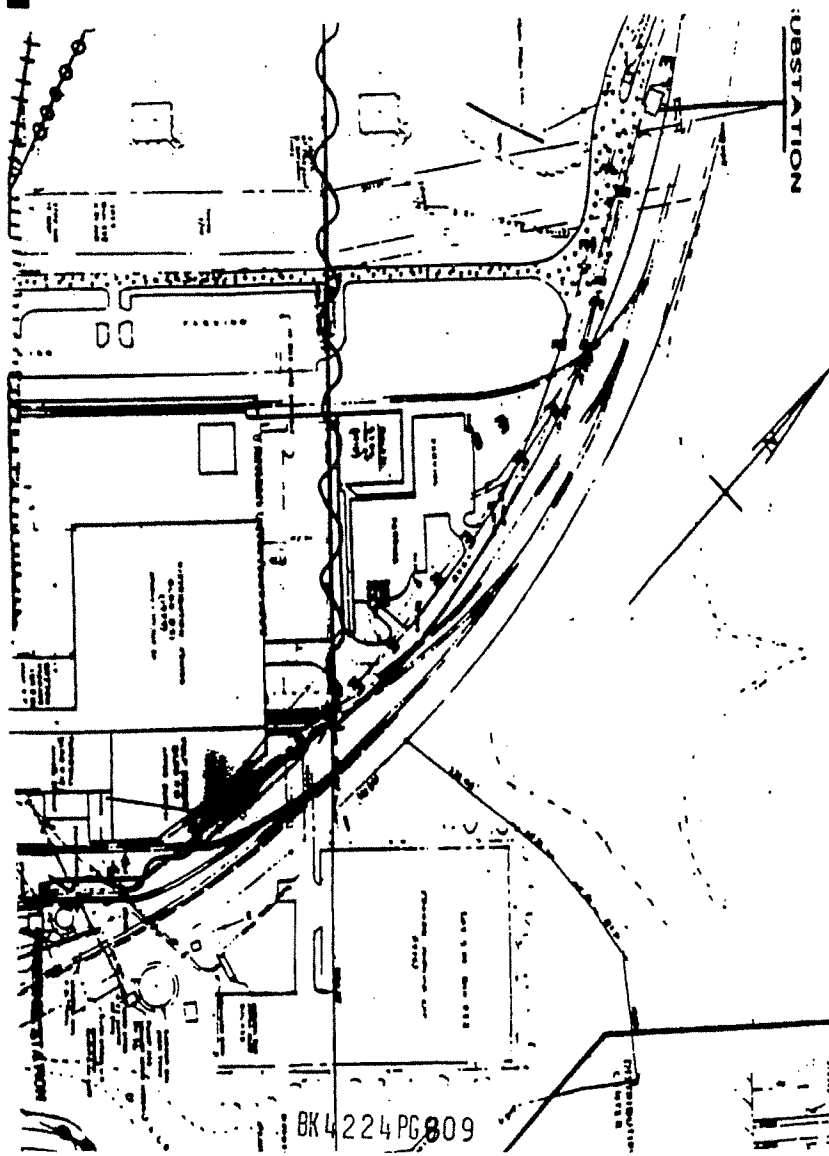


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Page 7 of 8



BK 4 224 PG 809

Page 11 of 14

**EXHIBIT C
EXISTING AGREEMENTS**

1. Easements with DKM Properties Corp. recorded in the Middlesex County Clerk's Office at Deed Book 3608 Page 534, Deed Book 3608 Page 541 and Deed Book 3608 Page 548.
2. Easement and License Agreement between Johnson & Johnson, Personal Products, Inc. and Permacel, dated February 1, 1982. (copy attached as Exhibit C-2)
3. Service Agreement dated February 2, 1982 between Personal Products Co. and Permacel. (copy attached as Exhibit C-3)
4. Fire Protection Agreement dated February 2, 1982. (copy attached as Exhibit C-4)

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BK 4224 PG 810

GRANTOR AND GRANTEE AGREEMENT

This Indenture made this 1st day of February, 1977,

By and Between

JOHNSON & JOHNSON, a New Jersey Corporation, having offices at 501 George Street, New Brunswick, New Jersey 08901 ("Grantor A");

AND

PERSONAL PRODUCTS, INC., a New Jersey Corporation, having offices at 501 George Street, New Brunswick, New Jersey, 08903 ("Grantor B");

AND

PERVACEL, a New Jersey Corporation having offices at 501 George Street, New Brunswick, New Jersey, 08903 ("Grantor C").

W I T N E S S E T H

WHEREAS, Grantor A is the owner of certain lands situated, lying, and being in the Township of North Brunswick, County of Middlesex, and State of New Jersey, shown and delineated on the Official Tax Map of the Township of North Brunswick, as Lot 22 in Block 124 and Lot 29.01 in Block 134, excepting thereout and therefrom certain lands and premises being conveyed simultaneously herewith to the Grantee herein, being a portion of Lot 29.01 in Block 134, and more particularly described as follows:

BEGINNING at an existing monument in the westerly line of the Conrail Railroad Right-of-Way (formerly Maritan River Railroad Company), said point being distant 400 feet southerly along said line from the Southeastly corner of lands conveyed by Edwin Allen to the New Brunswick Chemical Company, and said beginning point being the same as recited in Book 1371 Page 27, thence

- (1) South 32 degrees 08 minutes West 820.20 feet to a monument in the Easterly line of Massau Street; thence
- (2) Along said Easterly line of Massau Street, South 19 degrees 36 minutes East, 363.83 feet to a monument; thence
- (3) Along the Southerly line of Massau Street, South 59 degrees 24 minutes West, 9.13 feet to a monument; thence
- (4) Along the periphery of lands conveyed to the Township of North Brunswick the following five courses:
- (5) South 19 degrees 36 minutes East, 75 feet to a monument; thence

BK 4224 PG 811

(6) North 50 degrees 24 minutes East, 167.00 feet to a monument; thence
 (7) South 39 degrees 36 minutes East, 140.0 feet to a monument; thence
 (8) South 3 degrees 24 minutes West 56.56 feet to a monument; thence
 (9) South 50 degrees 24 minutes West, 151.00 feet to a monument; thence Along the new Westerly and Southerly property lines of the tract this day being established, the following six courses:
 (10) South 43 degrees 42 minutes 01 seconds East, 131.51 feet to a point; thence
 (11) South 31 degrees 36 minutes 16 seconds East, 514.79 feet to a point; thence
 (12) North 33 degrees 21 minutes 39 seconds East, 109.99 feet to a point; thence
 (13) South 31 degrees 37 minutes 31 seconds East, 434.50 feet to a point; thence
 (14) South 0 degrees 44 minutes West, 109.97 feet to a point in the new Northerly line of the entrance road to Personal Products, thence along said line
 (15) North 78 degrees 07 minutes 35 seconds East, 474.21 feet to the Westerly line of the Conrail Railroad Right-of-Way; thence
 (16) Along said Right-of-Way line the following four courses:
 (17) North 30 degrees 09 minutes West, 1000.54 feet to a monument; thence
 (18) North 51 degrees 53 minutes East 17.11 feet to a monument; thence
 (19) North 30 degrees 09 minutes West, 949.50 feet to a point of curve; thence
 (20) Curving to the right along a 30 curve, an arc distance of 172.5 feet more or less to the point of BEGINNING.

Containing 39.493 Acres and being designated as Lot 20.21, Block 194 on the Tax Map of North Brunswick.

The above description is in accordance with a Survey prepared by Donald M. Barr, F.S.L.C. and dated December 1, 1971.

WHEREAS, Grantor A has simultaneously herewith conveyed to the Grantee by Deed of even date herewith, certain lands and premises in the Township of North Brunswick, Middlesex County, New Jersey, as above-described, and consisting of 39.493 Acres of land; and

WHEREAS, as part of the entire transaction between the parties hereto Grantor A has agreed to grant and convey to Grantee herein, in addition to Grantee property, a non-exclusive easement for access purposes for ingress and egress to and from the lands being conveyed to Grantee for the general use and enjoyment of all access roads now existing over and across the lands of

Grantor A located on Lot 20 in Block 194, on the Official Tax Map of the Township of North Brunswick, to be used in common with others for access purposes to and from Grantee Property and U.S. Route No. 1; and

WHEREAS, as part of the entire transaction between the parties hereto Grantor B has agreed to grant and convey to Grantee herein, a non-exclusive easement for access purposes for ingress and egress to and from the lands being conveyed to the Grantee for the general use and enjoyment of all access roads now existing over and across the lands of Grantor B located on Lot 1 in Block 252, on the Official Tax Map of the Township of North Brunswick, to be used in common with others for access purposes to and from Grantee Property and U.S. Route No. 1; and

WHEREAS, as part of the entire transaction between the parties hereto Grantor A has agreed to grant and convey a utility easement for the maintaining, operating, inspecting, repairing, cleaning, replacing, and removing an eight (8") inch natural gas high pressure line presently existing and installed by Public Service Electric and Gas and being located across lands retained by Grantor A in Lot 29.01 in Block 194 of said tax map and being contiguous to the southerly line of that parcel being conveyed to Permcoel simultaneously herewith more particularly described above; and

WHEREAS, as part of the entire transaction between the parties hereto Grantor A has agreed to grant and convey a Right-of-Way easement for operating, inspecting, repairing, cleaning, replacing and removing existing storm drains presently located on lands owned by Grantor A in Lot 28 in Block 194 of said tax map and being situated along the easterly line of said parcel and contiguous to that parcel of land being conveyed to Grantee simultaneously herewith; and

(3)

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WHEREAS, as part of the entire transaction between the parties hereto Grantor A and Grantor B have agreed to grant and convey a non-exclusive privilege and license to maintain and repair two existing business signs of Grantee as presently exist on lands of Grantor A located in Lot 21 in Block 134 and on lands of Grantor B located in Lot 1 in Block 132 on said official tax map:

NOW, THEREFORE, for and in consideration of One (\$1,000) Dollar and other good and valuable consideration paid by Grantee to Grantor A and Grantor B, the receipt and sufficiency of which is hereby acknowledged, Grantor A and Grantor B do hereby grant and convey unto the Grantee, its heirs, executors administrators, legal representatives, successors and assigns, an easement for access purposes for ingress and egress to and from Grantee Property and to and from U.S. Route No. 1, to have and to hold to the use and benefits of Grantee, its heirs, executors administrators, legal representatives, successors and assigns subject to the terms and conditions hereinafter set forth.

1. The easement from Grantor A shall be those access roads that now and presently exist on and across lands owned by Grantor A in Lot 21 in Block 134 on the Official Tax Map of the Township of North Brunswick. The easement from Grantor B shall be those access roads that now and presently exist on and across lands owned by Grantor B in Lot 1 in Block 132 on the Official Tax Map of the Township of North Brunswick.

2. These Easements are granted for use by Grantee, its tenants and sub-tenants, and its and their agents, employees, business invitees, business guests and licensees and all other parties acting by, through or

(4)

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under the authority of Grantee and its tenants and sub-tenants, in common, nevertheless, with the Grantors herein, and its and their tenants, sub-tenants, agents, employees, business invitees, business guests, and guests, and all other parties acting by, through or under the authority of Grantors and its and their tenants and sub-tenants.

3. Grantee hereby indemnifies and agrees to save Grantor A and Grantor B harmless from any loss or liability arising out of the exercise by Grantee of the easement rights herein granted.

4. This easement shall continue in full force and effect commencing from the date hereof and continuing until such time as such access roads as above-described or any portions thereof are dedicated as public roads and are accepted as part of the public road system of the Township of North Brunswick and incorporated therein but shall continue in full force and effect as to any portion of such access roads not so dedicated or incorporated into the public road system of North Brunswick. Upon the dedication of any portion of such access roads as a part of and incorporation into the public road system of North Brunswick Township, the rights herein granted shall merge into the public easement and the rights of the Grantee and other parties granted rights hereunder shall be those of the general public in and to said public road.

5. The parties hereto agree for themselves and those using such access roads by, through or under their authority or permission, that they shall not cause,

suffer or permit the parking or stopping of vehicles or the obstruction of passage in any other manner on, over and across said roads.

6. Grantee does hereby expressly acknowledge that this easement for access purposes is a non-exclusive one and that the use of all access roads as hereinabove set forth is being shared in common with Grantor A and Grantor B, their agents, employees and invitees. Grantee does hereby covenant and agree to pay its proportionate share of the costs for the removal of ice and snow as the same may be incurred from time to time.

FURTHER, for and in consideration of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor A does hereby grant, convey, and assign unto Grantee, its successors and assigns, a perpetual easement and Right-of-Way for the purposes of maintaining, operating, inspecting, repairing, cleaning, altering, and replacing an Eight (8") Inch natural gas high pressure line and other appurtenances thereto installed by Public Service Electric and Gas, under and through a strip of land being retained by Grantor A in Lot 29.01 in Block 194 of said tax map and being contiguous to the southerly line of that parcel being conveyed to Parmacel simultaneously herewith and being more particularly described above; and

FURTHER, for and in consideration of the consideration herein above set forth, Grantor A does hereby grant, convey, and assign unto Grantee, its successors and assigns, a perpetual easement and Right-of-Way for the purposes of operating, inspecting,

(6)

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repairing, cleaning, replacing and removing existing storm drains presently located on lands owned by Grantor A in Lot 20 in Block 194 of said tax map and being situated along the easterly line of said parcel and contiguous to that parcel of land being conveyed to Grantee by Deed simultaneously herewith and being more particularly described above; and

FURTHER, for and in consideration of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor A does hereby grant, convey, and assign unto Grantee, its successors and assigns, a perpetual easement and Right-of-Way for the purposes of maintaining, operating, inspecting, repairing, cleaning, altering, and replacing an Eight (8") Inch water line and other appurtenances thereto under and through a strip of land being retained by Grantor A in Lot 29.01 in Block 194 of said tax map and being contiguous to the easternly line of that parcel being conveyed to Permocal simultaneously herewith and being more particularly described above; and

FURTHER, for and in consideration of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor A does hereby grant, convey, and assign unto Grantee, its successors and assigns, a perpetual easement and Right-of-Way for the purposes of maintaining, operating, inspecting, repairing, cleaning, altering, and replacing a Sixteen (16") Inch sewage system line and other appurtenances thereto under and through a strip of land being retained by Grantor A in Lot 29.01 in Block 194 of said tax map and being contiguous to the easternly line of that parcel being conveyed to Permocal simultaneously herewith and being more particularly described above.

1. This grant shall include such other rights as may be necessary for the full enjoyment of the rights herein granted, which rights shall include, among others:

(A) the right to enter upon (by employees, contractors or agents of Grantee) the right-of-way and easement herein granted and to pass along the said strip with vehicles, equipment, material and men, at such times as Grantee may elect, without prior notice to Grantor A.

(b) the right from time to time to keep said right-of-way free from trees, undergrowth and all other obstructions that do or may interfere with the unobstructed enjoyment of any aspect of the easement.

(c) the right of maintaining, operating, inspecting, repairing, cleaning, altering, adding to, enlarging, replacing, and removing from time to time service lines of Grantee that are connected to the gas and storm facilities within the lines of the easement herein described.

2. Grantor A will not build any structures, walls or fences on the right-of-way or any part thereof, change the grade of the right-of-way or any part thereof, or use the right-of-way or any part thereof in such a way as to unreasonably or adversely interfere with Grantee's immediate and unimpeded access to the right-of-way, or otherwise interfere with Grantee's lawful

(8)

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exercise of any of the rights herein granted without first having obtained Grantee's approval in writing.

3. Grantee shall bear all costs, expenses and charges of any kind or nature concerning the use, operation, maintenance, replacement, or existence of said easement, the gas and storm facilities located within the easement areas.

FURTHER, for and in consideration of One (\$1,000) Dollar and other good and valuable consideration paid by Grantee to Grantor A and Grantor B, the receipt and sufficiency of which is hereby acknowledged, Grantor A and Grantor B hereby grant and convey a non-exclusive privilege and license to maintain and repair two existing business signs of Grantee as presently exist on lands of Grantor A located in Lot 29 in Block 194 and on lands of Grantor B located in Lot 1 on Block 232 on said tax map.

To Have and To Hold said Right-of-Way, easements and licenses unto Grantee, its successors and assigns forever.

1. Grantee, by its acceptance hereof, promises that:

(a) Grantee will defend and save harmless Grantor A and Grantor B from any claims or suits which may be asserted against either arising out of any negligent acts of Grantee, its agents or employees, in its exercise of the rights herein granted.

(b) Grantee will restore the grade of land of Grantor A or Grantor B and replace or restore existing pavement, grass or other landscaping which may be disturbed by Grantee without delay any repair, alteration, improvement or maintenance, or whenever the surface of the right-of-way shall be disturbed by Grantee's enjoyment of its easements or licenses.

2. It is agreed that this grant covers all agreements made between the parties and no verbal representations or statements have been made modifying, adding to, or changing the terms hereof.

3. These easements and licenses and the terms and conditions thereof shall be deemed to constitute covenants attached to and running with the land and shall bind the parties hereto, their successors in title and their respective heirs, executors, administrators, legal representatives, successors and assigns.

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

ATTEST:

Robert E. [Signature]
Assistant Secretary.

ATTEST:

John [Signature]
Assistant Secretary.

ATTEST:

John [Signature]
Assistant Secretary.

JOHNSON & JOHNSON,
A New Jersey Corporation.

By:

[Signature]
Vice President.

PERSONAL PRODUCTS, INC.
A New Jersey Corporation.

By:

[Signature]
Vice President.

PERIACEL,
A New Jersey Corporation.

By:

[Signature]
President.

Prepared by:
Gluck and Kels, Esqs.
303 George Street, Suite G-3
New Brunswick, New Jersey 08901

By Thomas J. Kels
THOMAS J. KELS, ESQ.

STATE OF NEW JERSEY: 55
COUNTY OF MIDDLESEX:

BE IT REMEMBERED that on this 1st day of February, 1992, before me the subscriber, a Notary Public of the State of New Jersey personally appeared *F. A. Sollen* who, being by me duly sworn on his oath, deposes and says true to my satisfaction, that he is the ^{Assistant} Secretary of Johnson & Johnson, the Corporation named in the within Instrument; that *J. S. Holtzwick* is the ^{President} of said Corporation, that the execution as well as the making of this Instrument, has been duly authorized by a proper Resolution of the Board of 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 thereof affixed and said Instrument signed and delivered by said ^{President} as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Sworn to and subscribed before me, the date aforesaid.

F. A. Sollen
Assistant Secretary

Jamett T. Mastandino
Notary Public of New Jersey.
JAMETT T. MASTANDINO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 4, 1995

STATE OF NEW JERSEY: 55
COUNTY OF MIDDLESEX:

BE IT REMEMBERED, that on this 1st day of February, 1922, before me the subscriber, a Notary Public of the State of New Jersey personally appeared J. T. Hubert who, being by me duly sworn on his oath, deposes and makes oath to my satisfaction, that he is the ^{secretary} Secretary of Personal Products, Inc., the Corporation named in the within instrument; that R. F. Goyette is the ^{pres} 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 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 thereof affixed and said instrument signed and delivered by said ^{pres} President as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed his name thereto as attesting witness.

John Hubert
Assistant Secretary

Sworn to and Subscribed before
me, the date aforesaid.

Janet T. Mastanovich
Notary Public of New Jersey.
JANET T. MASTANOVICH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 4, 1922

STATE OF NEW JERSEY: ss
COUNTY OF MIDDLESEX:

BE IT REMEMBERED, that on this 1st day of February, 1982, before me the subscriber, a Notary Public of the State of New Jersey personally appeared *J. T. Herbert* who, being by me duly sworn on his oath, deposes and makes oath to my satisfaction, that he is the Assistant Secretary of Ferracel, the Corporation named in the within Instrument; that H. J. Ravenel is the Treasurer 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 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 thereof affixed and said Instrument signed and delivered by said ~~President~~ ^{Asst. Secy} as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Sworn to and Subscribed before
me, the date aforesaid.

J. T. Herbert
Assistant Secretary

J. T. MacFarland
Notary Public of New Jersey.
JANET T. MACFARLAND
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 4, 1983

INSURANCE AND LIQUIDATION AGREEMENT

Between

JOHNSTON & JIMENEZ,
A New Jersey Corporation,

And

PERSONAL PRODUCTS, INC.,
a New Jersey Corporation,

And

TEKNOCELL,
A New Jersey Corporation.

Dated: February 1st, 1982.

Law Offices:

GLUCK and KELSO, ESQS.
301 George Street, Suite G-5
New Brunswick, New Jersey 08901
(201)246-4501

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EXHIBIT C-3

SERVICE AGREEMENT

THIS AGREEMENT, made this 2nd day of February, 1982, between Personal Products Co. ("Personal Products"), a New Jersey corporation with offices at Van Liew Avenue, Milltown, New Jersey 08850, and Permacer, a New Jersey corporation, having offices at Route 1, New Brunswick, New Jersey 08903.

W I T N E S S E T H:

WHEREAS, Permacer wishes to obtain and pay for certain utility services from Personal Products; and

WHEREAS, Personal Products wishes to provide such services;

NOW, THEREFORE, the parties agree that:

1. Services. Personal Products hereby agrees to provide to Permacer the utility services described in Exhibit A at the prices set forth in Exhibit B.
2. Term. The initial term of this Agreement shall be for the ten-year period commencing February 1, 1982, and ending January 31, 1992, and shall be automatically renewed for successive 5-year periods, subject to the right of either party to terminate this Agreement, in whole or in part, at the end of the initial or any extended term hereof, upon 24 months' advance written notice to the other party; provided, however, that Permacer may at any time terminate Supertherm service upon 18 months' advance written notice to Personal Products.
3. Payment. Personal Products will submit a monthly invoice to Permacer for all charges due Personal Products for services hereunder. All such invoices are payable upon receipt.
4. Maintenance. Personal Products shall be responsible for the maintenance of feeder cables up to Permacer's overload protection, and of supertherm lines to the point at which they enter Permacer's building. The annual preventative maintenance on the electricity power plant and on the supertherm system shall be performed during Permacer's summer shutdown period. Personal Products will provide Permacer with 60 days' advance notice of the dates upon which such preventative maintenance will be conducted.
5. Water Service, Sanitary Sewers and Storm Sewers. Potable water service, sanitary sewers and storm sewers are provided to Personal Products and to Permacer, among others, through common pipelines, and amounts due to utilities for such service to each are separately billed and paid for. The parties agree to

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continue such common use on the same basis as that existing immediately prior to the execution of this Agreement, and further agree each to bear its proportionate cost for the maintenance or repair of such common pipelines, except that each party shall bear the full expense of any extraordinary repairs necessitated by its actions.

6. Indemnity. Permacel hereby agrees to hold Personal Products harmless for (a) incidental or consequential damages resulting from the inability of Personal Products to provide the services herein, and (b) damages, fines, penalties, etc. suffered by Personal Products as a result of effluent entered into the Personal Products sewage system by Permacel; provided that Personal Products uses its best efforts to correct any such malfunction or disability described in (a) or (b).

7. Integration. This Agreement constitutes the entire contract between the parties, and no oral representation or written agreement shall be of any force or effect, unless made in writing and signed by both parties subsequent to the date hereof.

8. Notice. Any notice required or permitted to be given under this Agreement shall be sufficient if mailed, certified or registered mail, by the party giving notice to the other at the address shown in the heading hereof, or to such other address as either party may give to the other from time to time pursuant to these provisions.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals through their authorized representatives, whereby they evidence their intent to be legally bound.

PERSONAL PRODUCTS CO.

BY [Signature]
its VP operations

PERMACEL

BY [Signature]
its [Signature]

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EXHIBIT A

Services

Personal Products shall provide to Permacel at its plant in New Brunswick the following utility services at levels of volume, quality and service not lower than those at which Personal Products has historically provided such services:

1. Supertherm
2. Electric Power
3. Sewage

EXHIBIT B

The charge to Permcel for the utility services provided by Personal Products in Exhibit A shall be Personal Products' costs for providing said utility services. Said costs are subject to change. Personal Products will notify Permcel of said changes promptly upon notice of increases from the suppliers of said services or components thereof. Permcel's use of said services will be metered and Permcel shall be allowed reasonable access to read said meters and to audit the books of Personal Products pertaining to said services.

The estimated rates for said utility services during 1982 are:

Steam	\$11.01 per MMBTU
Power	\$69.62 per MKWH
Sevage	\$ 6.75 per M gallons

Based upon 1981 average monthly usages, the estimated costs for said services for 1982 are:

Steam	\$880,500
Power	\$905,000
Sevage	\$ 3,600

The estimated usages for 1982 are:

Steam	80,700 MMBTU
Power	13,000 MKWH
Sevage	12,500,000 gallons

FIRE PROTECTION AGREEMENT

THIS AGREEMENT, made this 2nd day of February, 1982, among Personal Products Company, a New Jersey corporation having offices at Van Liew Avenue, Milltown, New Jersey 08850 ("Personal Products"), Permacer, a New Jersey corporation with offices on Route 1, New Brunswick, New Jersey 08903 ("Permacer"), Johnson & Johnson Products, Inc., a New Jersey corporation with offices at 501 George Street, New Brunswick, New Jersey 08903 ("JJJ"), and Ortho Pharmaceutical Corporation, a New Jersey corporation with offices on U.S. Route 202, Raritan, New Jersey 08869 ("Ortho");

W I T N E S S E T H:

WHEREAS, the parties hereto, all subsidiaries of Johnson & Johnson, have shared a fire protection system (the "FPS") that consists of Weston Mill Pond and two fire pumps located on the property of Personal Products, the 100,000 gallon and 200,000 gallon water tanks and a fire pump located on the property of Permacer and pipes connecting the facilities of the parties located in North Brunswick, New Jersey; and

WHEREAS, Johnson & Johnson has entered into an Agreement with Avery Inc. ("Avery") to sell all of the stock of Permacer to Avery; and

WHEREAS, the parties hereto wish to continue to share the FPS;

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NOW, THEREFORE, the parties in consideration of the mutual benefits conferred herein, execute and effectuate this Agreement on the date first appearing above.

1. Personal Products License. Personal Products hereby licenses:

a) Permacerl to utilize the fire pumps, the connecting pipes and the pond on the Personal Products property to fill the water tanks on Permacerl property and when the use of the water in said pond is required for the protection of Permacerl property;

b) JJP and Ortho to utilize the fire pump, the connecting pipes and the pond on the Personal Products property when the use of the water in said pond is required for the protection of JJP's and Ortho's property.

c) Permacerl, JJP and Ortho to inspect the pond and fire pumps for the FPS located on its property at reasonable times and with reasonable notice.

2. Permacerl License. Permacerl hereby licenses:

a) Personal Products to utilize the water tanks, the fire pump and the connecting pipes on Permacerl's property when the use of said water tank is necessary for the protection of Personal Products' property;

b) JJP and Ortho to utilize the water tanks, the fire pump and the connecting pipes on Permacerl's property when the use of said facilities is necessary for the protection of JJP's and Ortho's property.

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c) Personal Products and JJP to inspect the water tanks and the fire pump for the FPS located on its property at reasonable times and with reasonable notice.

3. JJP License. JJP hereby licenses:

a) Personal Products, Ortho and Permacel to utilize the connecting pipes to the FPS on JJP's property when the use of said pipes is necessary for the protection of Personal Products', Ortho's or Permacel's property;

b) Personal Products and Permacel to inspect the connecting pipes to the FPS on JJP's property at reasonable times and with reasonable notice.

4. Ortho License. Ortho hereby licenses:

a) Personal Products, Permacel and JJP to utilize the connecting pipes to the FPS on Ortho's property when the use of said pipes is necessary for the protection of Personal Products', Permacel's or JJP's property;

b) Personal Products, Permacel and JJP to inspect the connecting pipes to the FPS on Ortho's property at reasonable times and with reasonable notice.

5. Maintenance. The parties will each maintain in good working order the connecting pipes of the FPS located on their respective property.

a) Personal Products will maintain the pond and the fire pumps;

b) Permacel will maintain the 200,000 gallon and 100,000 gallon water tanks and fire pump on its property;

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-4-

c) The costs for maintaining the water tanks, the pond and the fire pumps will be borne in equal amounts by the parties.

6. Releases. Each party releases the others from any right of action, claim, demand or liability which may accrue by reason of loss of any property or by reason of any injury to any person or property attributable to the inoperation or malfunction of the water tank, the pond or other device for the storage of water, the connecting pipes, the fire pump and/or other pumping device or any other device or equipment which may be hereinafter acquired under the terms of this Agreement.

7. Term. The term of this Agreement shall be for a two-year period commencing February 1, 1982 and ending January 31, 1984 and continuing from year to year thereafter, subject to the right of either party to terminate this Agreement after the initial two-year period pursuant to paragraph 8.

8. Termination. After January 31, 1984, either party may terminate this Agreement by one (1) year's written notice to the other parties hereto pursuant to the provision thereof governing notice.

9. Notice. Any notice required or permitted to be given under this Agreement shall be sufficient if mailed, certified or registered mail, by the party giving notice to the others at the address shown in the heading hereof, or to such other address as

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either party may give to the others from time to time pursuant to these provisions.

IN WITNESS WHEREOF, the parties hereto have herewith set their hands and seals through their authorized representatives whereby they evidence their intent to be legally bound.

PERSONAL PRODUCTS COMPANY

By *[Signature]*
VP operations

PERMACEL

By *[Signature]*

JOHNSON & JOHNSON PRODUCTS, INC.

By *[Signature]*

ORTHO PHARMACEUTICAL CORPORATION

By *[Signature]*

EXHIBIT D
FORMULAS FOR ROAD MAINTENANCE, ELECTRIC POWER, HTHW, SEWAGE, GAS
AND DOMESTIC WATER REIMBURSEMENT

1. ROAD MAINTENANCE: The cost of maintenance of roadways (including snow and ice removal) shall be shared by all parties (to the extent of the proportionate use by each party) based upon a ratio established by car counts to determine the number of cars utilizing each of the roadways for the benefit of each party. Such car counts shall be conducted at least once annually (for a period of at least three (3) days) by a licensed traffic engineer acceptable to all parties, and the cost of such car counts shall be included as a maintenance expense of the party conducting the car count. All maintenance costs shall be substantiated by paid invoices or other acceptable forms of proof and J&J and ARTKEN, as the case may be, shall present invoices to all parties using the respective Access Easements based on the equitable percentage of the maintenance costs incurred. Notwithstanding the formula set forth above, to the extent that PERMACEL is not obligated to contribute to road maintenance costs under the Existing Agreements, J&J, in its capacity as the owner of the J&J Property, shall be responsible for those portions of such road maintenance costs which would otherwise be attributable to PERMACEL based on the car counts. This obligation of J&J shall run with the J&J Property. Any parties using the PPC Property or the ARTKEN Property agree that the reasonable costs of maintaining a security guard at the gatehouse on the ARTKEN Access Area shall be shared according to the following formula: The owner(s) of the ARTKEN Property shall be responsible for 50% of such costs and the owner(s) of the PPC Property shall be responsible for 50% of such costs.

2. ELECTRIC POWER: The cost of electric power shall be paid for by ARTKEN and all parties using electric power generated from the substation shall reimburse ARTKEN, based on monthly meter readings of kilowatt hours (KW) consumed by such parties in relation to the total KW consumed by all users in the aggregate, at the rate billed to ARTKEN plus the proportionate share of the reasonable maintenance expenses described in this Agreement. For example, if in a single month, ARTKEN is required to pay for 1,000 KW consumed by all parties, and the meters show that J&J consumed 400 KW and ARTKEN used 600 KW, and the per KW cost billed to ARTKEN is \$.25, then J&J shall reimburse ARTKEN 40% of such cost, or \$100.00 plus 40% of the reasonable maintenance expenses, as substantiated by paid invoices or other acceptable forms of proof. Reimbursement to ARTKEN shall be made within fifteen (15) days after the receipt of billings.

3. SUPERTHERM SYSTEM: The cost of HTHW shall be paid for by ARTKEN and all parties receiving HTHW shall reimburse ARTKEN for the gas or oil consumed in each month, based on monthly meter readings of actual thermal units (THERMS) consumed by such parties in relation to the total THERMS consumed by all users in the

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aggregate, at the rate billed to ARTKEN. For example, if in a single month, 1,000 gallons of oil at \$1.00 per gallon is used to generate the HTHW used by all parties for that month, and the meters show that J&J consumed 100 THERMS and ARTKEN consumed 300 THERMS, then J&J shall reimburse ARTKEN 25% of such cost, or \$250.00.

4. SEWAGE: The cost of sanitary sewer service shall be paid for by ARTKEN and all parties using the Sewage Line from time to time shall reimburse ARTKEN, based upon monthly meter readings of domestic water consumption by such parties in relation to the total water consumption of all users in the aggregate, at the rate billed to ARTKEN. The parties shall promptly provide copies of monthly water meter readings on their properties to ARTKEN for this purpose.

5. GAS: Gas consumption for each property will be separately metered and billed to the respective parties.

6. DOMESTIC WATER: The cost of domestic water supplied to the ARTKEN Property and PPC Property shall be paid for by ARTKEN and J&J shall reimburse ARTKEN on a proportionate basis based upon monthly meter readings of such water consumed by ARTKEN and J&J on the respective properties, at the rate billed to ARTKEN. The PPC Property is sub-metered and J&J shall promptly provide copies of monthly water meter readings to ARTKEN for this purpose.

7. All payments, except pursuant to Paragraph 2 above, to be made within 30 days following invoice.

EXHIBIT E
DESCRIPTION OF MINIMUM ELECTRIC SERVICE REQUIREMENTS

The Substation receives electrical power through dual primary selective 26.4 Kv service from Public Service Electric & Gas. The 26.4 Kv service is stepped down to 4160 v in the Substation.

PPC Property:

Research Building:	4160 AC Volts, 3 Phase, 400 Amps
Administration/ Office Building:	480 AC Volts, 3 Phase, 400 Amps

J&J Property:

Feeder F3, Beginning at Cubicle #1A:	4160 AC Volts, 3 Phase, 300 Amps
Feeder F4, Beginning at Cubicle #15:	4160 AC Volts, 3 Phase, 400 Amps

DLK
Riker, Nancy, Scherer
P.O. Box 1481
Maristown, N.J. 07962

RETURN TO

FIRST AMENDMENT TO
RESTATED AND AMENDED RECIPROCAL EASEMENT AND UTILITY AGREEMENT

BY AND AMONG

ARTKEN REALTY, L.L.C.,

JOHNSON & JOHNSON,

DKM PROPERTIES CORP.

AND

KELLER GRADUATE SCHOOL OF MANAGEMENT, INC.

RECEIVED/RECORDED
MIDDLESEX COUNTY 11/14/95 103854
CONSIDERATION \$1.00 TAX 1.00
DEED REC. FEE \$37.00
INSTRUMENT DEED 15649 NAME *RS*

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R 11-14-95

This Instrument Prepared by


Seth D. Geldzahler, Esquire

FIRST AMENDMENT TO RESTATED AND AMENDED RECIPROCAL EASEMENT
AND UTILITY AGREEMENT

THIS FIRST AMENDMENT TO RESTATED AND AMENDED RECIPROCAL EASEMENT AND UTILITY AGREEMENT, made as of this 11th day of September, 1995 by and among ARTKEN REALTY, L.L.C., a New Jersey limited liability company, having an address at c/o Silverline Building Products Corp., 207 Pond Avenue, Middlesex, New Jersey 08846 ("ARTKEN"), JOHNSON & JOHNSON, a New Jersey corporation, having an office at One Johnson & Johnson Plaza, New Brunswick, New Jersey 08933 ("J&J"), DKM PROPERTIES CORP., a New Jersey Corporation, having an office at 1009 Lenox Drive, P.O. Box 6540, Lawrenceville, New Jersey 08648 ("DKM"), and KELLER GRADUATE SCHOOL OF MANAGEMENT, INC., a Delaware corporation, having an office at One Tower Lane, Suite 1000, Oakbrook Terrace, Illinois 60181 ("KELLER").

WITNESSETH:

WHEREAS, ARTKEN, J&J, DKM and KELLER are parties to a certain Amended and Restated Reciprocal Easement and Utility Agreement dated March 7, 1995 and recorded with the Middlesex County Clerk's Office on March 10, 1995, as Instrument Number 3239, in Deed Book 4224, at Page 730 (the "Easement");

WHEREAS, J&J has heretofore entered into an Agreement of Sale with NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY, a political subdivision of the State of New Jersey ("NJEDA"), whereby NJEDA

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intends to take title to the J&J Property, as defined in the Easement;

WHEREAS, NJEDA is legally prohibited from assuming any contractual indemnity obligations, such as those of J&J contained in the Easement; and

WHEREAS, all parties hereto have agreed to enter into this Agreement to amend the Easement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ARTKEN, DKM, KELLER and J&J hereby agree that the Easement is hereby amended as follows:

1. The following shall be added to the end of Paragraph 18: Notwithstanding the foregoing, for so long as the J&J Property, or any portion thereof, is owned by NJEDA or a wholly-owned subsidiary thereof, the obligations of NJEDA or such subsidiary under the preceding sentence shall be modified as follows: the words "indemnify, hold harmless and defend ARTKEN from" shall be replaced by the words "defend ARTKEN by paying for."

2. The following shall be added to the end of Paragraph 23: Notwithstanding the foregoing, for so long as the J&J Property, or any portion thereof, is owned by NJEDA or a wholly-owned subsidiary thereof, NJEDA or its subsidiary shall not be obligated to indemnify and hold harmless DKM and KELLER, but shall only be obligated to pay for any liability or damage resulting from NJEDA's maintenance or monitoring of the fire water pipes described herein.

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3. The last two sentences of Paragraph 25 are deleted and replaced with the following:

In the event that PERMACEL seeks any reimbursement from ARTKEN or J&J, in its capacity as owner of the PPC Property, for maintenance of the FWST or the fire water pipes located on the PERMACEL Property, pursuant to the Fire Agreement, J&J, in its capacity as owner of the J&J Property, shall be solely responsible for the reimbursement therefor. This obligation shall run with the J&J Property.

4. The following shall be added to the end of Paragraph 41: Notwithstanding the foregoing, for so long as the J&J Property, or any portion thereof, is owned by NJEDA or a wholly-owned subsidiary thereof, NJEDA or its subsidiary shall not be obligated to indemnify and hold harmless J&J, ARTKEN, DKM and KELLER but shall be obligated to pay for any liability or damage resulting from the acts or omissions of NJEDA or its subsidiary, and J&J, ARTKEN, DKM and KELLER shall not be obligated to indemnify and hold harmless NJEDA, but shall be obligated to pay for any liability or damage resulting from the acts or omissions of J&J, ARTKEN, DKM or KELLER.

5. The parties agree that any capitalized terms not defined herein shall have the meanings given to them in the Easement.

6. In the event that NJEDA or its subsidiary shall sell, transfer, assign or forfeit to a third party which is not an instrumentality of the State of New Jersey, all or any portion of

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its fee interest in any property subject to the Easement, the terms and conditions set forth in this First Amendment shall not be applicable to such third party and such third party shall be bound by the terms and conditions set forth in the Easement.

7. The parties hereto agree that this document may be executed in several counterparts, which, when fully executed and delivered shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this INDENTURE, all as of the day and year first above written.

ARTKEN REALTY, L.L.C.

By: _____

Arthur Silverman
Arthur Silverman

JOHNSON & JOHNSON

By: _____

DKM PROPERTIES CORP.

By: _____

KELLER GRADUATE SCHOOL OF
MANAGEMENT, INC.

By: _____

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BK4283PG588

its fee interest in any property subject to the Easement, the terms and conditions set forth in this First Amendment shall not be applicable to such third party and such third party shall be bound by the terms and conditions set forth in the Easement.

7. The parties hereto agree that this document may be executed in several counterparts, which, when fully executed and delivered shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this INDENTURE, all as of the day and year first above written.

ARTKEN REALTY, L.L.C.

By: _____

JOHNSON & JOHNSON

By: _____

DKM PROPERTIES CORP.

Ante Maroulli

By: *John Slight*
Dorcas Slight

KELLER GRADUATE SCHOOL OF
MANAGEMENT, INC.

By: _____

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its fee interest in any property subject to the Easement, the terms and conditions set forth in this First Amendment shall not be applicable to such third party and such third party shall be bound by the terms and conditions set forth in the Easement.

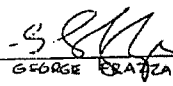
7. The parties hereto agree that this document may be executed in several counterparts, which, when fully executed and delivered shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this INDENTURE, all as of the day and year first above written.

ARTKEN REALTY, L.L.C.

By: _____

JOHNSON & JOHNSON

By:  _____
GEORGE BRAZZA

DKM PROPERTIES CORP.

By: _____

KELLER GRADUATE SCHOOL OF
MANAGEMENT, INC.

By: _____

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BK 4283PG590

its fee interest in any property subject to the Easement, the terms and conditions set forth in this First Amendment shall not be applicable to such third party and such third party shall be bound by the terms and conditions set forth in the Easement.

7. The parties hereto agree that this document may be executed in several counterparts, which, when fully executed and delivered shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this INDENTURE, all as of the day and year first above written.

ARTKEN REALTY, L.L.C.

By: _____

JOHNSON & JOHNSON

By: _____

DKM PROPERTIES CORP.

By: _____

KELLER GRADUATE SCHOOL OF
MANAGEMENT, INC.

By: Kenneth Rutkowski
Kenneth Rutkowski

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BK4283PG591

STATE OF NEW JERSEY)
) SS.: 137-40-4135
COUNTY OF MIDDLESEX)

On the 12TH day of OCTOBER, 1995 before me personally came Arthur Silberman to me known, who, being by me duly sworn, did depose and say that he is a member 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 he signed his name thereto by like order.

Joel Rubenstein

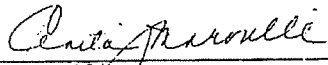
Notary Public

JOEL RUBENSTEIN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 4, 1998

BK4283PG592

STATE OF NEW JERSEY)
) SS.:
COUNTY OF *Morris*)

On the *16th* day of *October*, 1995, before me personally came *DEWARD M. SLATTIN* to me known, who, being by me duly sworn, did depose and say that he is the *Vice President* of DKM PROPERTIES CORP., a New Jersey corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Notary Public
ANITA J. MARVULLI
A Notary Public of New Jersey
My Commission Expires January 8, 1998

BK4283PG593

STATE OF ILLINOIS)
) SS.:
COUNTY OF DuPage)

On the 5th day of October, 1995, before me personally came Nenad R. Rukhinski to me known, who, being by me duly sworn, did depose and say that he is the Vice President of KELLER GRADUATE SCHOOL OF MANAGEMENT, a Delaware corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

OFFICIAL Signature
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/17/97

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END OF DOCUMENT

RECIPROCAL EASEMENT AND UTILITY AGREEMENT

BY AND AMONG

ARTKEN REALTY, L.L.C.

AND

JOHNSON & JOHNSON

RECEIVED/RECORDED	100249
MIDDLESEX COUNTY 12/21/94	
CONSIDERATION	\$1.00 TAX \$1.00
DEED REC. FEE	\$181.00
INSTRUMENT DEED	18744 NAVE RB

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121994

BK 4206 PG 307

BK 4206 PG 307

This instrument Prepared by

Seth D. Geldzahler
Seth D. Geldzahler, Esquire

RECIPROCAL EASEMENT AND UTILITY AGREEMENT

THIS RECIPROCAL EASEMENT AND UTILITY AGREEMENT, made this 20th day of December, 1994 between ARTKEN REALTY, L.L.C., a New Jersey limited liability company, having an address at c/o Silverline Building Products Corp., 207 Pond Avenue, Middlesex, New Jersey 08846 ("ARTKEN") and JOHNSON & JOHNSON, a New Jersey corporation, having an office at One Johnson & Johnson Plaza, New Brunswick, New Jersey 08933 ("J&J").

WITNESSETH:

WHEREAS, J&J this day has conveyed to ARTKEN certain property situate in the Township of North Brunswick, County of Middlesex, State of New Jersey, and designated as 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, as approved by the Planning Board of the Township of North Brunswick (the "Subdivision Plat") all as more particularly described on Exhibit A-1 annexed hereto (the "ARTKEN Property");

WHEREAS, DKM Properties Corp., a New Jersey Corporation, is the owner of certain property situate in the Township of North Brunswick, County of Middlesex, State of New Jersey, and designated as Lot 1 in Block 252 as more particularly described on Exhibit A-2 annexed hereto;

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WHEREAS, DKM intends to subdivide Lot 1 into three separate parcels, to be known as New Lot 1.1 (the "DKM Property"), New Lot 1.2 (the "KELLER Property") and New Lot 1.3 (the "ATLANTIC Property"), all as more particularly described on Exhibit A-2 annexed hereto;

WHEREAS, J&J is the owner of certain property situate in the Township of North Brunswick, County of Middlesex, State of New Jersey, and designated as Lots 20, 21, 28 and 29.03 in Block 194, all as more particularly described on Exhibit A-3 annexed hereto (the "J&J Property") and certain property situate in the Township of Milltown, County of Middlesex, State of New Jersey and designated as Lots 3B, 4, 5, 5A and 6A in Block 27 and Lot 2 in Block 61 and certain property situate in the Township of North Brunswick, County of Middlesex, State of New Jersey, and designated as Lots 5.03 and 6.2 in Block 252, which lots were created pursuant to the Subdivision Plat, and are more particularly described on Exhibit A-4 annexed hereto (the "PPC Property");

WHEREAS, PERMACEL, a New Jersey Corporation ("PERMACEL"), is the owner of certain property situate in the Township of North Brunswick, County of Middlesex, State of New Jersey, and designated as Lot 29.01 in Block 194, all as more particularly described on Exhibit A-5 annexed hereto (the "PERMACEL Property") (the ARTKEN Property, the J&J Property, the PPC Property, the DKM Property, the ATLANTIC Property, the KELLER Property and the PERMACEL Property are sometimes hereinafter collectively referred to as the "Land");

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WHEREAS, the parties acknowledge that there are certain rights and obligations of the parties which are material for the operation of the individual properties identified above, including, without limitation, the maintenance of existing water, sanitary sewer, electric, steam and fire protection water systems, as well as the provision of continuous ingress to and egress from each parcel; and

WHEREAS, the parties hereto are willing to enter into this Agreement to establish and/or confirm the rights and obligations of each party in connection with its property and the Land.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ARTKEN and J&J hereby agree as follows:

ACCESS EASEMENTS:

1. ARTKEN hereby grants and conveys to J&J, as owner of the PPC Property and the J&J Property (collectively, the "ARTKEN Grantees") non-exclusive easements in, across, over and through existing roadways on certain portions of the ARTKEN Property, more particularly delineated on the map attached hereto as Exhibit B and made a part hereof, (the "ARTKEN Access Area") for the purpose of ingress and egress for motor vehicles and pedestrians and ingress and egress of goods and supplies, to and from the J&J Property and the PPC Property to and from U.S. Route 1, as well as the maintenance of existing and future directional signs reasonably acceptable to ARTKEN, but in no event shall directional signs required by the New Jersey Department of Transportation be

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considered unreasonable. This access easement is granted for use by the ARTKEN Grantees and assigns, their tenants and sub-tenants, and their agents, employees, invitees, guests and licensees and all other parties acting by, through or under the authority of the ARTKEN Grantees. Except with respect to any widening by DKM in accordance with any Easement set forth in Exhibit C hereto, ARTKEN shall be solely responsible for the proper and timely maintenance of the ARTKEN Access Area, including, without limitation: lighting, repairing, repaving and/or placing a new coat on the paved roadways, snow/ice removal from all paved roadways (all of the foregoing to be performed to the standards of other similar facilities along the Route 1 corridor) and maintenance and replacement of required directional signs and other markers.

2. J&J hereby grants and conveys to ARTKEN and J&J (the "J&J Grantees") non-exclusive easements in, across, over and through existing roadways on certain portions of the J&J Property more particularly delineated on Exhibit B (the "J&J Access Area") for the purpose of ingress and egress for motor vehicles and pedestrians and ingress and egress of goods and supplies, to and from the ARTKEN Property and the PPC Property, respectively, to and from U.S. Route 1, as well as the maintenance of directional signs reasonably acceptable to J&J, but in no event shall directional signs required by the New Jersey Department of Transportation be considered unreasonable. This access easement is granted for use by each of the J&J Grantees and assigns, their tenants and sub-tenants, and their agents, employees, invitees, guests and

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licensees and all other parties acting by, through or under the authority of the J&J Grantees. Except with respect to any widening by DKM in accordance with any Easement set forth in Exhibit C hereto, J&J shall be solely responsible for the proper and timely maintenance of the J&J Access Area, including, without limitation: lighting, repairing, repaving and/or placing a new coat on the paved roadways, snow/ice removal from all paved roadways (all of the foregoing to be performed to the standards of other similar facilities along the Route 1 corridor) and maintenance and replacement of required directional signs and other markers.

3. J&J hereby grants and conveys to ARTKEN a non-exclusive easement in, across, over and through the Van Liew Avenue entrance gate and existing roadways on certain portions of the PPC Property more particularly delineated on Exhibit B (the "PPC Access Area"), to the extent that such gate and/or roadway are legally available as a means of ingress or egress to and from Van Liew Avenue, for the purpose of occasional ingress and egress for motor vehicles, but not trucks, to and from the ARTKEN Property, to and from Van Liew Avenue for use by management of Silverline Building Products Corp in the interaction with local Milltown business. J&J shall be solely responsible for the proper and timely maintenance of the PPC Access Area, including, without limitation: lighting, repairing, repaving and/or placing a new coat on the paved roadways, snow/ice removal from all paved roadways (all of the foregoing to the standards of other similar facilities along the Route 1 corridor)

and maintenance and replacement of required directional signs and other markers.

4. The cost of maintenance of the ARTKEN Access Area, the PPC Access Area and the J&J Access Area shall be shared by all the parties in accordance with the formula set forth on Exhibit D attached hereto. Any road widening or expansion required by any parties hereto within said Access Areas shall be subject to the reasonable approval of all other affected parties and shall be at the sole cost and expense of the party which requires such widening or expansion.

5. ARTKEN hereby grants and conveys to J&J a non-exclusive easement in, across, over, under and through the ARTKEN Property for the purpose of accessing public utilities necessary for the independent operation of the PPC Property, provided same does not interfere with ARTKEN's use and enjoyment of the ARTKEN Property. J&J shall be solely responsible for the proper and timely maintenance of any such utility lines located on the ARTKEN Property.

6. Each of the access easements granted herein shall continue in full force and effect commencing from the date hereof and continuing in perpetuity or until such date as such access roads as above-described or any portions thereof shall have been dedicated as public roads and accepted as part of the public road systems of the Township of North Brunswick and incorporated therein, but shall remain in full force and effect as to any portion of such access roads not so dedicated or incorporated into

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the public road system of the Township of North Brunswick. Upon the dedication of any portion of such access roads as a part of and incorporation into the public road system of the Township of North Brunswick, the rights herein granted shall merge into the public easement and the rights of the J&J Grantees or the ARTKEN Grantees, as the case may be, and other parties granted rights hereunder shall be those of the general public in and to said public road.

7. The parties hereto agree for themselves and those using the ARTKEN Access Area, the J&J Access Area and the PPC Access Area by, through or under their authority or permission, that they shall not cause, suffer or permit the parking or stopping of vehicles or the obstruction, impediment or interference with passage in any other manner on, over and across said roads.

UTILITY EASEMENTS:

ELECTRICITY:

8. ARTKEN acknowledges that there is an electric substation currently existing on the ARTKEN Property (the "Substation") at the location marked "Substation" on the map attached hereto as Exhibit B and made a part hereof, which Substation currently provides electric service to certain buildings currently existing on the J&J Property and the PPC Property. ARTKEN hereby covenants and agrees to continue to supply electricity to the J&J Property and/or the PPC Property from the Substation in the same manner and shall provide the same type and levels of service which are currently provided to the J&J Property and the PPC Property at the service

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levels described on Exhibit E attached hereto and made a part hereof, until such time as J&J or its successors or assigns may elect to discontinue receipt of electricity from the Substation in accordance with the terms of this Agreement. ARTKEN acknowledges that there currently exist electric lines in, across, under, over and/or through the ARTKEN Property to the J&J Property and the PPC Property. ARTKEN hereby grants and conveys to J&J, for the benefit of the J&J Property and the PPC Property, a permanent non-exclusive easement in, across, under, over and/or through the ARTKEN Property to maintain and/or replace the current existing electric lines.

9. ARTKEN shall maintain the Substation in the condition necessary to continuously supply the electric service demanded by J&J, in accordance and compliance with all laws, ordinances and regulations of governmental authorities, and all rules and regulations of the public utility from which it receives power for the Substation. ARTKEN further covenants to pay when due any and all charges imposed by such public utility for the supply of electric or otherwise. J&J and ARTKEN acknowledge that the routine maintenance of the Substation may require an annual 24 hour shut-down of the Substation and any parties receiving service from the Substation agree to cooperate in deciding on a mutually acceptable date for such shut-down.

10. J&J agrees to pay to ARTKEN the reasonable cost of the electric power provided to the J&J Property and/or the PPC Property from the Substation and a portion of the cost of routine servicing and maintenance thereof, in such amounts and proportions and on

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such dates as are determined in accordance with the formula set forth on Exhibit D attached hereto and made a part hereof. J&J agrees to install sub-meters, at its sole cost and expense, measuring its use of electricity at the J&J Property and the PPC Property; provided, however, that ARTKEN shall have the right, if it can obtain such approval from the utility, to cause the use of electricity at the ARTKEN Property, the J&J Property and the PPC Property to be directly metered at any time prior to or after the Closing Date. The cost of such direct metering for each property shall be paid by the owner of that property.

11. J&J shall have the continuing right, on sixty (60) days prior written notice to ARTKEN, to discontinue any or all of its receipt of electric service to the J&J Property and/or the PPC Property. If J&J elects to discontinue its receipt of electric service from the Substation, J&J shall pay all reasonable costs of disconnecting any electric lines from the Substation as necessary in connection with the discontinuance of service. In no event, however, shall J&J be required to pay to ARTKEN any incremental costs which ARTKEN may incur as a result of purchasing less electric power to the Substation from any public utility.

12. J&J shall have the right, at its sole cost and expense, to increase or otherwise change the electric service which is provided to the J&J Property and/or the PPC Property at any time. Unless required for an emergent reason, J&J shall give ARTKEN thirty (30) days prior written notice of its intent to change the electric service.

13. If J&J elects to change or disconnect service to the J&J Property and/or the PPC Property, ARTKEN hereby grants to J&J a temporary easement to come onto the ARTKEN Property to make any and all changes to the Substation necessary to change or disconnect service to the J&J Property and/or the PPC Property, which changes shall be made at J&J's sole cost and expense and in accordance with all applicable laws, ordinances and regulations of governing authorities, and the rules and regulations of the public utility. If ARTKEN fails to maintain the Substation and provide electric service to J&J as provided herein, J&J shall have the right (but shall not be obligated to), without waiving or releasing any rights or claims which it may have against ARTKEN, to (i) go onto the ARTKEN Property and into the Substation to perform any act or (ii) make any payment otherwise required to be made by ARTKEN, in such manner and to such extent as is necessary and consistent with the obligations of ARTKEN hereunder. Notwithstanding the foregoing, J&J shall only be able to take the actions described in the previous sentence after having given five (5) days prior written notice to ARTKEN of its intention to so act (except in an emergency, in which event J&J shall use diligent efforts to give contemporaneous telephonic notice). Additionally, if J&J elects to take either of the actions permitted above, it shall be entitled to immediate reimbursement from ARTKEN for the costs of performing such acts and/or the costs of any such payments and shall be permitted to offset such costs against any amounts which J&J may be obligated to pay to ARTKEN hereunder.

BK 4206 PG 317

HIGH TEMPERATURE HOT WATER ("HTHW")

14. ARTKEN acknowledges that there is a high temperature hot water generation plant currently existing on the ARTKEN Property (the "HTHW Plant") at the location marked as "HTHW Plant" on Exhibit B, which HTHW Plant currently provides HTHW service to certain buildings currently existing on the J&J Property and the PPC Property. ARTKEN hereby covenants and agrees to continue to generate and supply HTHW to the J&J Property and the PPC Property from the HTHW Plant in the same manner and shall produce the same types and levels of HTHW service which are currently provided to the J&J Property and the PPC Property until the earlier of (i) November 22, 1995 and (ii) as to the J&J Property and the PPC Property, respectively, such time as J&J or its successors or assigns may elect to discontinue receipt of HTHW from the HTHW Plant to the J&J Property and/or the PPC Property in accordance with the terms of this Agreement.

15. ARTKEN shall maintain the HTHW Plant and all steam lines and tunnels up to the J&J Property line and the PPC Property line, as appropriate, in the condition necessary to continuously supply the HTHW service demanded by J&J, in accordance and compliance with all laws, ordinances and regulations of governmental authorities and all rules and regulations of any public utility. ARTKEN further covenants to pay when due any and all charges for goods and/or services necessary for the proper operation of the HTHW Plant. ARTKEN and J&J acknowledge that certain portions of the steam tunnels to the J&J Property currently cross the DKM Property

and the KELLER Property and that J&J and DKM have certain obligations regarding the steam tunnels which are established by that certain Easement Agreement dated as of April 15, 1987, recorded in the Middlesex County Recorder's Office in Deed Book 3608 at Page 548 (the "Steam Easement"). ARTKEN hereby assumes all rights and obligations of J&J created by the Steam Easement.

16. J&J agrees to pay to ARTKEN the reasonable cost of the HTHW power provided to the J&J Property and the PPC Property, in such amounts and on such dates as are determined in accordance with the formula set forth on Exhibit D. The allocation of capital expenditures with respect to the facilities for providing HTHW power is provided for in a separate Powerhouse Management Agreement between ARTKEN and McNeil PPC, dated the date hereof.

17. J&J shall have the continuing right, on One Hundred Twenty (120) days' prior written notice to ARTKEN, to discontinue any or all of its receipt of HTHW service to the J&J Property and/or the PPC Property. If J&J elects to discontinue its receipt of HTHW service from the HTHW Plant, J&J shall be responsible only for the reasonable cost of capping the existing steam tunnels and/or HTHW lines on the J&J Property and/or the PPC Property, as applicable, but shall not be responsible for the removal or other disposition of any portions of the steam tunnels which are not located on the J&J Property or the PPC Property. ARTKEN hereby covenants and agrees to indemnify, hold harmless and to defend J&J from any and all liability, claim, damage, matter or suit whatsoever arising from or in any way related to the steam tunnels

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on the ARTKEN Property, the DKM Property and the KELLER Property or J&J's discontinuance of the receipt of HTHW service to the J&J Property and/or the PPC Property. J&J hereby covenants and agrees to indemnify, hold harmless and to defend ARTKEN from any and all liability, claim, damage, matter or suit whatsoever arising from or in any way related to the steam tunnels located on the J&J Property and the PPC Property.

18. J&J shall also have the right, at its sole cost and expense, to increase or otherwise change the HTHW service which is provided to the J&J Property and/or the PPC Property at any time. Unless required for an emergent reason, J&J shall give ARTKEN thirty (30) days prior written notice of its intent to change the HTHW service.

19. If J&J elects to change HTHW service to the J&J Property and/or the PPC Property, ARTKEN hereby grants to J&J a temporary easement to come onto the ARTKEN Property to make any and all changes to the HTHW Plant necessary to change, but not disconnect, service to the J&J Property, which changes shall be made at J&J's sole cost and expense and in accordance with all applicable laws, ordinances and regulations of governmental authorities and the rules and regulations of any public utility. If ARTKEN fails to maintain the HTHW Plant and provide adequate HTHW service to J&J as provided herein, J&J shall have the right (but shall not be obligated to), without waiving or releasing any rights or claims which it may have against ARTKEN, to (i) go onto the ARTKEN Property and into the HTHW Plant to perform any act or (ii) make

any payment otherwise required to be made by ARTKEN, in such manner and to such extent as is necessary and consistent with the obligations of ARTKEN hereunder. Notwithstanding the foregoing, J&J shall only be able to take the actions described in the previous sentence after having given five (5) days prior written notice to ARTKEN of its intention to so act (except in an emergency, in which event J&J shall use diligent efforts to give contemporaneous telephonic notice). Additionally, if J&J elects to take either of the actions permitted above, it shall be entitled to immediate reimbursement from ARTKEN for the costs of performing such acts and/or the costs of any such payments and shall be permitted to offset such costs against any amounts which J&J may be obligated to pay to ARTKEN hereunder.

FIRE PROTECTION WATER DISTRIBUTION:

20. J&J and ARTKEN acknowledge that there currently exists a fire protection water distribution system which is designed to provide maximum backup fire protection water to the buildings currently located on the J&J Property, the PPC Property, the PERMACEL Property and the ARTKEN Property. J&J and ARTKEN each agree to permit the continued location of the fire protection water line in its current location for the benefit of the parties as contemplated herein.

21. ARTKEN covenants to maintain, at its own cost and expense, the current fire water pumping station ("FWPS"), which is at the location on the PPC Property marked "FWPS" on Exhibit B

hereto, in a manner sufficient to adequately provide (including monitoring of water pressure capability) fire protection water to the J&J Property, the PPC Property and the PERMACEL Property. ARTKEN further agrees to maintain, at its own cost and expense, the water pipes which currently are located on the ARTKEN Property, the DKM Property, the KELLER Property and in the PPC Property FWPS Access Area identified on Exhibit B attached hereto, in the condition necessary to adequately provide the fire protection water to the J&J Property, the PPC Property and the PERMACEL Property.

22. J&J, hereby grants to ARTKEN a permanent easement to come onto the PPC Property FWPS Access Area to take any and all actions necessary to adequately maintain and monitor the FWPS as required hereby, which maintenance (including the periodic running of the diesel pump and monitoring of diesel fuel in the tank at the pumphouse) shall be made at ARTKEN's sole cost and expense and in accordance with all applicable laws, ordinances and regulations of governing authorities.

23. The parties acknowledge that PERMACEL has agreed to maintain, in good working order, the current fire water storage tower ("FWST") and pumps, which are at the location marked "FWST" on Exhibit B hereto, as further set forth in that certain Fire Protection Agreement attached hereto as Exhibit C-4 (the "Fire Agreement"). PERMACEL has further agreed to maintain the fire water pipes which currently are located on the PERMACEL Property. J&J agrees to maintain, at its own cost and expense, the fire water pipes which currently are located on the J&J Property, in the

BK 4206PG322

condition necessary to adequately provide the fire protection water to the J&J Property, the PPC Property and the ARTKEN Property. In the event that PERMACEL seeks any reimbursement for maintenance of the FWST or the fire water pipes located on the PERMACEL Property, pursuant to the Fire Agreement, J&J, in its capacity as owner of the J&J Property, agree to indemnify, defend and hold harmless ARTKEN and any successor to J&J's interest in the PPC Property from any liability therefor. This indemnification obligation shall run with the J&J Property.

24. For the purposes of the fire protection water distribution, the determination of adequacy of the maintenance of the FWPS, the FWST and the water pipes used for such fire protection will be collectively determined by the insurance companies insuring the buildings on the PERMACEL Property, the J&J Property, the PPC Property and the ARTKEN Property, or if an agreement cannot be reached by such parties, by an independent fire safety inspection company chosen by such insurance companies.

25. If ARTKEN fails to maintain the FWPS, or fails to maintain the water pipes, all as provided herein, J&J shall have the right (but shall not be obligated to), without waiving or releasing any rights or claims which it may have against ARTKEN, to (i) go onto ARTKEN's property to perform any act or (ii) make any payment otherwise required to be made by ARTKEN, in such manner and to such extent as is necessary and consistent with the obligations of ARTKEN hereunder. Notwithstanding the foregoing, J&J shall only be able to take the actions described in the previous sentence

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after having given five (5) days prior written notice to ARTKEN of its intention to so act (except in an emergency, in which event J&J shall use diligent efforts to give contemporaneous telephonic notice). Additionally, if J&J elects to take either of the actions permitted above, J&J shall be entitled to immediate reimbursement from ARTKEN for the costs of performing such acts and/or the costs of any such payments and shall be permitted to offset such costs against any amounts which J&J may be obligated to pay to the ARTKEN hereunder.

26. Any party hereto benefitting from the Fire Protection Water Distribution System shall have the right to terminate the agreement to continue such system by one (1) year's written notice to the other parties hereto.

SANITARY SEWERS:

27. All parties acknowledge that there is currently a sanitary sewage pumping station on the ARTKEN Property, (the "Pumping Station"), which is at the location marked Pumping Station on Exhibit B hereto, which Pumping Station pumps sanitary sewage from the ARTKEN Property and the PPC Property through the sixteen inch (16") sewage system line, the current location of which is delineated on Exhibit B as "Sewage Line", and which Sewage Line is joined by certain sanitary sewage lines from the J&J Property and the PERMACEL Property. In addition, J&J has heretofore agreed to provide to DKM the right to connect to the Sewage Line on the DKM Property and the KELLER Property in connection with future

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development of the DKM Property and the KELLER Property. J&J and ARTKEN each agree to permit the continued location of the Sewage Line in its current location for their mutual benefit as contemplated herein and shall each be responsible to maintain that portion of the Sewage Line which is located on each of their respective Property, at their own cost and expense; provided however that any blockages and damage caused thereby, which results from activities conducted on any particular Property shall be the financial responsibility of the owner of such Property.

28. ARTKEN covenants to maintain, at its own cost and expense, the Pumping Station and ARTKEN and J&J covenant to maintain the Sewage Line (in the manner set forth above) in a manner sufficient to maintain the integrity of the Sewage Line necessary for the pumping of the sanitary sewage of ARTKEN and J&J.

29. J&J agrees to reimburse ARTKEN the cost of sanitary sewage services attributable to the J&J Property and the PPC Property in such amounts and on such dates as are determined in accordance with the formula set forth on Exhibit D.

30. If ARTKEN fails to maintain the Pumping Station and provide adequate pumping force as provided herein, J&J shall have the right (but shall not be obligated to), without waiving or releasing any rights or claims which it may have against ARTKEN, to (i) go onto the ARTKEN Property and into the Pumping Station to perform any act or (ii) make any payment otherwise required to be made by ARTKEN, in such manner and to such extent as is necessary and consistent with the obligations of ARTKEN hereunder.

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Notwithstanding the foregoing, J&J shall only be able to take the actions described in the previous sentence after having given five (5) days prior written notice to ARTKEN of its intention to so act (except in an emergency, in which event no notice shall be required hereunder). Additionally, if J&J elects to take either of the actions permitted above, J&J shall be entitled to immediate reimbursement from ARTKEN for the costs of performing such acts and/or the costs of any such payments and shall be permitted to offset such costs against any amounts which J&J may be obligated to pay to ARTKEN hereunder.

31. If ARTKEN and/or J&J fail to maintain their portion of the Sewage Line as provided herein, ARTKEN and/or J&J, as the case may be, shall have the right (but not the obligation), without waiving or releasing any rights or claims which it may have against the defaulting party, to (i) go onto the Property of the defaulting party to perform any act or (ii) make any payment otherwise required to be made, in such manner and to such extent as is necessary and consistent with the obligations of the defaulting party. Notwithstanding the foregoing, ARTKEN and/or J&J shall only be able to take the actions described in the previous sentence after having given five (5) days prior written notice to the defaulting party of its intention to so act (except in an emergency, in which event no notice shall be required hereunder). Contemporaneous telephone notice shall be given (to the extent reasonably possible) at the time of any written notice or the taking of any emergency action. Additionally, if J&J or ARTKEN

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elect to take either of the actions permitted above, ARTKEN or J&J, as the case may be, shall be entitled to immediate reimbursement from the defaulting party for the costs of performing such acts and/or the costs of any such payments and shall be permitted to offset such costs against any amounts which J&J may be obligated to pay to ARTKEN hereunder.

32. Each party using the Sewage Line covenants and agrees that it shall obtain for itself any and all required permits and approvals necessary to discharge its sanitary sewage into the public system.

STORM WATER:

33. J&J hereby grants to ARTKEN an easement to discharge storm water drainage and run off from the ARTKEN Property onto and over the PPC Property into Westons Mill Pond, in a manner so as to not interfere with J&J's use of the PPC Property, provided such storm water shall not contain any hazardous substances or hazardous wastes, together with a temporary right of access to the PPC Property to trim and keep trimmed all trees, bushes, shrubs, grass and vegetation which interfere with the maintenance of such easement.

GAS AND DOMESTIC WATER:

34. Allocation and payment of the cost of gas and domestic water is provided for in Exhibit D.

GENERAL PROVISIONS:

35. The parties hereto acknowledge that certain easements currently exist over the ARTKEN Property and the J&J Property for

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the benefit of DKM and/or PERMACEL, as more fully described in those certain Agreements described on Exhibit C (collectively, the "Existing Agreements"). All parties hereto covenant and agree that ARTKEN shall and hereby does assume any and all obligations of J&J, McNeil-PPC, Inc. and/or Personal Products, Inc. set forth in the Existing Agreements with respect to the ARTKEN Property.

36. Each of the easements granted herein shall be subject to minor relocation as may be requested by the party upon whose Property the easement area is located and shall be reasonably acceptable to all parties affected thereby. Any relocated easements shall provide substantially the same benefits as provided for herein and shall not interfere with the use, from time to time, of any portions of the Land.

37. No excavation or blasting shall be carried on by any party or its employees, agents or contractors in any easement area which in any way endangers or might endanger any other party's Property, unless the party intending to conduct such activity notifies the other affected parties and takes all reasonable measures to protect same and corrects all damage arising from same.

38. Each party agrees that any party, upon reasonable notice to any other affected party, shall have the right, at the sole cost and expense of such requesting party, to relocate specific underground pipes, lines and other facilities located within any easement areas, provided said relocation does not prevent or materially interfere with the utilization of any of the rights granted to such affected parties hereunder, nor materially

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interfere with the conduct and operation of any such party's business conducted on such party's Property. In such event, the requesting party shall pay all costs of removal, repair and replacement of all pipes, and other personalty and facilities of any affected party.

39. ARTKEN and J&J hereby agree to indemnify and hold harmless each other and their respective successors and assigns from and against any and all claims, demands, liabilities, losses, lawsuits, judgments, settlements, damages, costs and expenses (including, without limitation, reasonable attorney's fees and costs) suffered or incurred by the other and arising directly or indirectly from the acts or omissions of the indemnifying party, as a result of any personal injury, death, or property damage occurring on or about the J&J Access Area or the ARTKEN Access Area, and any other easement area created hereby, or arising in connection with the easements granted hereunder. Notwithstanding the foregoing, no party hereto shall indemnify or hold harmless any other party hereunder for any claims, actions, judgments, liabilities, costs or expenses (including reasonable attorney's fees and costs) arising out of or relating to the negligent acts or omissions of such party, its agents, invitees, contractors, lessees, licensees, successors or assigns.

40. ARTKEN and J&J shall each carry public liability insurance insuring against personal injury and property damage in an initial amount of \$5,000,000 for personal injury to one or more persons arising out of a single incident and \$5,000,000 for

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property damage within the ARTKEN Access Area, the J&J Access Area, and any other easement areas created hereby. The amount of public liability insurance maintained by all parties may be changed from time to time by written agreement of the parties. Each party shall provide certificates to the others evidencing the insurance coverages required herein prior to the commencement of any activities by their respective employees, agents or contractors hereunder. J&J shall be permitted to meet its insurance obligations pursuant to its self-insurance program.

41. Each party agrees, by the acceptance of the easements granted hereunder, that it shall attempt to avoid any unnecessary damage or disturbance to any other party's Property in the exercise of its rights hereunder and that any damage or disturbance to such property caused by any party in the exercise of its rights shall be promptly repaired (reasonable wear and tear excepted) and such property shall be restored as nearly as possible to its prior condition, at the sole cost and expense of the party causing such damage or disturbance. For example, in the event any opening is made in the ground in connection with any of the purposes hereunder, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made. Any party causing such damage or disturbance shall be obligated to restore landscaping, as nearly as possible to its original condition, including resodding any grass or landscaping which was removed upon entry.

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42. All work performed by any party 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 causes within the definition 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 such party. Except in the case of an emergency, any party performing work hereunder shall provide reasonable advance notice in writing to any affected party as to all such work to be performed. Upon completion of any such work, the party performing such work shall provide to any affected party a revised survey of such party's Property the showing the exact locations of any such work.

43. All of the rights and obligations created hereby shall be deemed to run with the land in perpetuity and shall inure to the benefit of and shall be binding upon ARTKEN and J&J and their respective successors and assigns. ARTKEN and J&J hereby agree that all rights and obligations created hereunder shall be enforceable by and against only the then holder of the interests in the Property of any such party, and that after the transfer by any party of its interest in its Property or portions thereof, ARTKEN and J&J and their respective successors or assigns who have transferred title to any of the Land shall be fully and completely released from any and all rights and obligations thereafter arising

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hereunder. To the extent that any party hereto transfers less than the entirety of its Property, the transferee's obligations hereunder shall be based on the portion of such transferred property as may more fully be set forth herein.

44. This Agreement may be terminated, in whole by written agreement signed by all of the parties hereto, or in part by written agreement of the parties affected thereby, or by the successors to the respective interests of such parties.

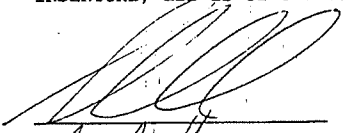
45. The parties hereto acknowledge and agree that the terms and conditions set forth herein are the agreements of all parties hereto, and in the event of any conflict between the provisions of this Agreement and any other existing agreement between the parties or any of them, the provisions of this Agreement shall prevail. To the extent that the provisions of such other existing agreements do not conflict with specific provisions of this Agreement, such existing agreements shall remain in full force and effect in accordance with their terms.

46. Any costs of enforcement of compliance with the obligations of any party hereunder (including attorney's fees) shall be recoverable by the party successfully enforcing the provisions hereof.

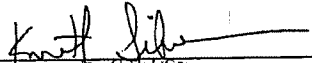
47. The parties hereto agree that this document may be executed in several counterparts, which, when fully executed and

delivered shall constitute one and the same instrument.

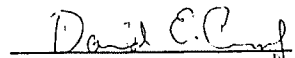
IN WITNESS WHEREOF, the parties hereto have duly executed this
INDENTURE, all as of the day and year first above written.

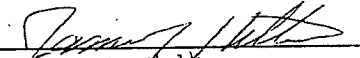

Peter R. Hannigan

ARTKEN REALTY, L.L.C.

By: 
Kenneth Johnson
Member

JOHNSON & JOHNSON

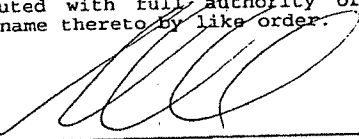

DAVID E. CROSET

By: 
James R. Han
Assistant Secretary

BK4206PG333

STATE OF NEW JERSEY)
) SS.:
COUNTY OF Essex)

On the 20th day of December, 1994 before me personally came KENNETH SILVERMAN to me known, who, being by me duly sworn, did depose and say that he is a member 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 he signed his name thereto by like order.



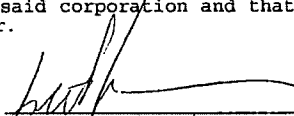
Notary Public

Ann R. Hance

ATTORNEY AT LAW IN N.J.

STATE OF NEW JERSEY)
) SS.:
COUNTY OF MIDDLESEX-)

On the 00th day of December, 1994 before me personally came James Wilson to me known, who, being by me duly sworn, did depose and say that he is the ASSISTANT SECRETARY of JOHNSON & JOHNSON, a New Jersey corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Notary Public
Mark D. Geldreich
Attorney At Law, New Jersey

BK4206PG335

DESCRIPTION OF
BLOCK 252 LOT 5.04
NORTH BRAUNSWICK
MIDDLESEX COUNTY, NEW JERSEY

Commencing at the intersection of the southerly line of N.J. Route No. 1, and the westerly line of the lands of Conrail, 100' wide, formerly the Raritan River Railroad; thence.

- a. Along said line of Conrail, S 28° 35' 40" E, 422.12 feet to a point of curvature; thence.
- b. Along the same on a curve to the right having a radius of 1,860.08 feet, an arc length of 1,847.36 feet and a chord of S 00° 08' 33" E, 1,772.36 feet to a point of tangency; thence.
- c. Across the same, S 61° 41' 26" E, 100.00 feet to the point and place of beginning on the westerly line of Conrail; thence.
1. Along said line of Conrail on a curve to the left having a radius of 1,860.08 feet, an arc length of 632.81 feet, and a chord of N 19° 03' 38" E, 630.07 feet to the southerly line of Lot 4; thence.
2. Along said southerly line, N 88° 35' 17" E, 233.08 feet to a point; thence.
3. Along the same, N 87° 55' 56" E, 64.76 feet to a point; thence.
4. Along the same, S 78° 15' 44" E, 114.50 feet to a point; thence.
5. Along the same, S 72° 10' 34" E, 87.51 feet to a point; thence.
6. Along the same, S 42° 43' 48" E, 195.03 feet to the northerly line of Lot 5.03; thence.
7. Along the said northerly line, S 47° 31' 58" W, 96.79 feet to a point; thence.
8. Along the same, S 41° 21' 22" W, 268.13 feet to a point; thence.
9. Along the same, S 10° 32' 56" W, 43.45 feet to a point; thence.
10. Along the same, S 48° 48' 13" W, 125.75 feet to a point; thence.
11. Along the same, S 54° 17' 29" W, 49.50 feet to a point; thence.
12. Along the same, S 74° 28' 30" W, 287.52 feet to a point; thence.
13. Along the same, N 61° 41' 26" W, 185.00 feet to the point and place of beginning.

Encompassing an area of 8.04 acres.

BK 4206 PG 336

EXHIBIT A-1 (Cont'd)

The above is in accordance with a plan prepared by "Langan Engineering and Environmental Services, Inc., River Drive Center 1, Elmwood Park, New Jersey", Titled "Johnson & Johnson (Personal Products), Proposed Minor Subdivision, Tax Map Block 252 Lot 5.01, North Brunswick, New Jersey" Drawing "05.03", Dated "9 Sept. 94"

Joseph E. Romano 12-13-94
Joseph E. Romano
Professional Land Surveyor
N.J. Lic. No. 36273

129' 501LJL 487
Revised 12-7-94 & 12-13-94

BK 4206PG337

DESCRIPTION OF
BLOCK 252 LOT 6.1
NORTH BRUNSWICK
MIDDLESEX COUNTY, NEW JERSEY

Commencing and beginning at the intersection of the southerly line of N.J. Route No. 1, and the westerly line of the lands of Conrail, 100' wide, formerly the Raritan River Railroad; thence.

1. Along said line of Conrail, S 28° 35' 40" E, 422.12 feet to a point; thence.
2. Along the same on a curve to the right having a radius of 1,860.08 feet, an arc length of 1,847.36 feet and a chord of S 00° 08' 33" E, 1,772.38 feet to a point; thence.
3. Along the same, S 28° 18' 34" W, 342.50 feet to the northerly line of Lot 6.2; thence.
4. Along said northerly line, N 61° 41' 26" W, 210.49 feet to a point; thence.
5. Along the same, S 52° 04' 43" W, 442.21 feet to a point; thence.
6. Along the same, N 37° 55' 17" W, 34.97 feet to a point; thence.
7. Along the same, S 52° 04' 43" W, 90.00 feet to the northeasterly line filed map No. 921; thence.
8. Along said northeasterly line, N 44° 36' 18" W, 961.01 feet to the intersection of the southerly line of Block 252 Lot 7; thence.
9. Along said southerly line, N 52° 27' 42" E, 1,508.95 feet to a point; thence.
10. Along the same, N 36° 28' 18" W, 100.02 feet to the southerly line of Lot 1.2; thence.
11. Along said southerly line, N 43° 23' 42" E, 442.97 feet to the southeasterly corner of Block 252, Lot 1.3; thence.
12. Along the westerly line of Lot 1.3, N 21° 31' 26" W, 576.06 feet to a point; thence.
13. Along the northerly line of Block 252, Lots 1.2 and 1.3, S 82° 18' 10" W, 697.64 feet to a point; thence.
14. Along the said northerly lines and also along the northerly line of Block 252, Lot 1.1, S 67° 14' 20" W, 104.61 feet to a point; thence.
15. Along said line of Lot 1.1, S 56° 40' 27" W, 180.00 feet to a point; thence.
16. Along the same, S 87° 02' 50" W, 99.79 feet to a point; thence.
17. Along the same, N 63° 06' 13" W, 350.00 feet to the said line of Route 1; thence.


BK 4206PG338

EXHIBIT A-1 (Cont'd)

- 18 Along said line of Route 1, N 82° 19' 58" E, 433.00 feet to a point; thence,
- 19 Along the same, N 82° 39' 23" E, 177.00 feet to a point; thence,
- 20 Along the same, N 82° 19' 58" E, 64.82 feet to a point; thence,
- 21 Along the same, N 82° 29' 22" E, 32.93 feet to a point; thence,
- 22 Along the same, N 82° 39' 38" E, 150.30 feet to a point; thence,
- 23 Along the same, N 81° 29' 47" E, 50.01 feet to a point; thence,
- 24 Along the same, N 82° 39' 04" E, 316.68 feet to a point; thence,
- 25 Along the same, N 82° 30' 07" E, 6.77 feet to a point; thence,
- 26 Along the same, N 82° 19' 58" E, 157.86 feet to the point and place of beginning.

Encompassing an area of 44.98 acres

The above is in accordance with a plan prepared by "Langan Engineering and Environmental Services, Inc., River Drive Center, Elmwood Park, New Jersey", Titled "Artker Realty, Block 252, Lots 5-04 & 6-1, North Brunswick, Middlesex County, New Jersey", Drawing "07.01", Dated "3 December 1994", Revised "12/13/94".


Joseph E. Romano
Professional Land Surveyor
N.J. Lic. No. 36273

25-5-94
REVISED 12-13-94

BK 4206PG339

EXHIBIT A-2

DESCRIPTION OF
TAX MAP
BLOCK 252 LOT 1
NORTH BRUNSWICK TOWNSHIP
MIDDLESEX COUNTY, NEW JERSEY.

Commencing and beginning at a point, said point being at the intersection of the easterly right-of-way of Milltown Road and the northerly right-of-way of Elkins Lane, thence

1. In a northwesterly direction on a bearing of N 02° 17' 26" W and a distance of 260.57 feet to a point marked by found monument, thence.
2. On a curve to the right with a radius of 590.00 feet, a delta of 09° 32' 56" and an arc length of 98.33 feet to a point, thence.
3. Continuing on a curve to the right with a radius of 290.00 feet, a delta of 14° 24' 11" and an arc length of 72.90 feet to a point, thence.
4. Continuing on a curve to the right with a radius of 590.00 feet, a delta of 09° 32' 56" and an arc length of 98.33 feet to a point marked by found monument, thence.
5. In a northeasterly direction on a bearing of N 31° 12' 34" E, and a distance of 238.44 feet to a point marked by found monument, thence.
6. On a curve to the right with a radius of 590.00 feet, a delta of 06° 53' 47" and an arc length of 71.05 feet to a point marked by found monument, thence.
7. Continuing on a curve to the right with a radius of 290.00 feet, a delta of 16° 04' 40" and an arc length of 81.38 feet to a point, thence.
8. Continuing on a curve to the right with a radius of 490.00 feet, a delta of 28° 08' 57" and an arc length of 240.74 feet to a point marked by found monument, thence.
9. In a northeasterly direction on a bearing of N 82° 19' 58" E, and a distance of 461.00 feet to a point marked by found monument, thence.
10. Continuing in a northeasterly direction on a bearing of N 81° 11' 13" E, and a distance of 50.01 feet to a point, thence.
11. Continuing in a northeasterly direction on a bearing of N 82° 19' 58" E, and a distance of 195.00 feet to a point, thence.
12. In a southeasterly direction on a bearing of S 63° 06' 13" E, and a distance of 350.00 feet to a point, thence.
13. In a northeasterly direction on a bearing of N 87° 02' 50" E, and a distance of 99.79 feet to a point, thence.
14. Continuing in a northeasterly direction on a bearing of N 56° 40' 27" E, and a distance of 180.00 feet to a point, thence.

BK 4 2 0 6 PG 3 4 0

Langan Engineering and Environmental Services

*

EXHIBIT A-2 (Cont'd)

15. Continuing in a northeasterly direction on a bearing of N 57° 14' 20" E and a distance of 39.10 feet to a point; thence
16. Continuing in a northeasterly direction on a bearing of N 57° 14' 20" E and a distance of 66.51 feet to a point; thence
17. Continuing in a northeasterly direction on a bearing of N 32° 16' 10" E and a distance of 697.64 feet to a point; thence
18. In a southeasterly direction on a bearing of S 21° 31' 26" E, and a distance of 576.06 feet to a point; thence.
19. In a southwesterly direction on a bearing of S 43° 23' 42" W and a distance of 442.97 feet to a point; thence.
20. Continuing in a southwesterly direction on a bearing of S 52° 27' 42" W, and a distance of 1523.27 feet to a point; thence.
21. In a northwesterly direction on a bearing of N 44° 36' 18" W, through a found monument and a found iron pipe, a distance of 1211.04 feet to a point; thence.
22. In a northeasterly direction on a bearing of N 50° 58' 42" E, and a distance of 32.00 feet to a point; thence.
23. In a northwesterly direction on a bearing of N 39° 17' 39" W, and a distance of 115.00 feet to a point; thence.
24. In a southwesterly direction on a bearing of S 50° 58' 42" W, and a distance of 103.00 feet to a point; thence.
25. In a southeasterly direction on a bearing of S 39° 01' 18" E, and a distance of 75.00 feet to a point; thence.
26. In a southwesterly direction on a bearing of S 50° 58' 42" W, and a distance of 244.77 feet to a point; thence.
27. On a curve to the right, along the northerly right-of-way of Elkins Lane with a radius of 130.00 feet, an arc length of 77.55 feet, a chord bearing of S 85° 09' 21" W, and a distance of 28.94 feet to a point; thence.
28. On a curve to the right, along Elkins Lane, with a radius of 25.00 feet, an arc length of 40.38 feet, a chord bearing of N 48° 34' 20" W, and a chord length of 36.13 feet to the point and place of beginning

Encompassing an area of 66.57 AC.

The above is in accordance with a plan by: "Langan Engineering and Environmental Services, Inc., River Drive Center 1, Elmwood Park, New Jersey", titled "DeVry Institute, proposed minor subdivision, Tax Map Sheet 78, Block 252 Lot 1", Drawing No. "07.01" dated "13 June 94" Revised "29 June 94"

BX4206PG341

Langan Engineering and Environmental Services, Inc.



EXHIBIT A-2 (Cont'd)

DESCRIPTION OF
TAX MAP
BLOCK 252 LOT 1.1
NORTH BRUNSWICK TOWNSHIP
MIDDLESEX COUNTY, NEW JERSEY

Commencing and beginning at a point, said point being at the intersection of the easterly right-of-way of Milltown Road and the northerly right-of-way of Ekins Lane, thence:

1. in a northwesterly direction on a bearing of $N 02^{\circ} 17' 26'' W$ and a distance of 260.57 feet to a point marked by found monument; thence
2. On a curve to the right with a radius of 590.00 feet, a delta of $09^{\circ} 32' 56''$ and an arc length of 98.33 feet to a point; thence.
3. Continuing on a curve to the right with a radius of 290.00 feet, a delta of $14^{\circ} 24' 11''$ and an arc length of 72.90 feet to a point; thence.
4. Continuing on a curve to the right with a radius of 590.00 feet, a delta of $09^{\circ} 32' 56''$ and an arc length of 98.33 feet to a point marked by found monument; thence.
5. in a northeasterly direction on a bearing of $N 31^{\circ} 12' 34'' E$, and a distance of 238.44 feet to a point marked by found monument; thence.
6. On a curve to the right with a radius of 590.00 feet, a delta of $06^{\circ} 53' 47''$ and an arc length of 71.05 feet to a point marked by found monument; thence.
7. Continuing on a curve to the right with a radius of 290.00 feet, a delta of $16^{\circ} 04' 40''$ and an arc length of 81.38 feet to a point; thence.
8. Continuing on a curve to the right with a radius of 490.00 feet, a delta of $28^{\circ} 08' 57''$ and an arc length of 240.74 feet to a point marked by found monument; thence.
9. in a northeasterly direction on a bearing of $N 82^{\circ} 19' 58'' E$, and a distance of 461.00 feet to a point marked by found monument; thence.
10. Continuing in a northeasterly direction on a bearing of $N 81^{\circ} 11' 13'' E$, and a distance of 50.01 feet to a point; thence.
11. Continuing in a northeasterly direction on a bearing of $N 82^{\circ} 19' 58'' E$, and a distance of 195.00 feet to a point; thence.
12. in a southeasterly direction on a bearing of $S 63^{\circ} 06' 13'' E$, and a distance of 350.00 feet to a point; thence.
13. in a northeasterly direction on a bearing of $N 87^{\circ} 02' 50'' E$, and a distance of 99.79 feet to a point; thence.

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Langan Engineering and Environmental Services

EXHIBIT A-2 (Cont'd)

14. Continuing in a northeasterly direction on a bearing of $N 52^{\circ} 40' 27'' E$ and a distance of 180.00 feet to a point; thence
15. Continuing in a northeasterly direction on a bearing of $N 57^{\circ} 14' 20'' E$ and a distance of 39.10 feet to a point; thence
16. In a southeasterly direction on a bearing of $S 07^{\circ} 43' 50'' E$ and a distance of 1137.50 feet to a point; thence
17. In a southwesterly direction on a bearing of $S 52^{\circ} 27' 42'' W$ and a distance of 985.57 feet to a point; thence.
18. In a northwesterly direction on a bearing of $N 44^{\circ} 36' 18'' W$, through a found monument and a found iron pipe, a distance of 1211.04 feet to a point; thence.
19. In a northwesterly direction on a bearing of $N 50^{\circ} 58' 42'' E$, and a distance of 32.00 feet to a point; thence.
20. In a northwesterly direction on a bearing of $N 39^{\circ} 17' 39'' W$, and a distance of 115.00 feet to a point; thence.
21. In a southwesterly direction on a bearing of $S 50^{\circ} 58' 42'' W$, and a distance of 103.00 feet to a point; thence.
22. In a southeasterly direction on a bearing of $S 39^{\circ} 01' 18'' E$, and a distance of 75.00 feet to a point; thence.
23. In a southwesterly direction on a bearing of $S 50^{\circ} 58' 42'' W$, and a distance of 244.77 feet to a point; thence.
24. On a curve to the right, along the northerly right-of-way of Elkins Lane with a radius of 130.00 feet, an arc length of 77.55 feet, a chord bearing of $S 68^{\circ} 04' 01'' W$, and a chord length of 76.41 feet to a point; thence.
25. Continuing in a southwesterly direction along Elkins Lane on a bearing of $S 85^{\circ} 09' 21'' W$ and a distance of 28.94 feet to a point; thence.
26. On a curve to the right, along Elkins Lane, with a radius of 25.00 feet, an arc length of 10.38 feet, a chord bearing of $N 48^{\circ} 34' 20'' W$, and a chord length of 36.13 feet to the point and place of beginning.

Encompassing an area of 49.28 AC.

The above is in accordance with a plan by: "Langan Engineering and Environmental Services, Inc., River Drive Center 1, Elmwood Park, New Jersey", titled "DeVry Institute, proposed minor subdivision, Tax Map Sheet 78, Block 252 Lot 1", Drawing No. "07.01" dated "13 June 94" Revised "29 June 94"

BK 4206PG343

Langan Engineering and Environmental Services

EXHIBIT A-2 (Cont'd)

DESCRIPTION OF
TAX MAP
BLOCK 252 LOT 1.2
NORTH BRUNSWICK TOWNSHIP
MIDDLESEX COUNTY, NEW JERSEY

Commencing at the intersection of the southerly line of Block 252 Lot 6 and the northeasterly corner of Block 252 Lot 1.3 the following course and distance thence.

- 1) Along the northerly line of Lot 1.3, S 82° 16' 10" W, a distance of 76.52 to the point and place of beginning, thence.
- 2) In a southeasterly direction on a bearing of S 07° 43' 50" E, and a distance of 731.86 feet to a point, thence.
- 3) In a southwesterly direction on a bearing of S 43° 23' 42" W and a distance of 168.27 feet to a point, thence.
- 4) Continuing in a southwesterly direction on a bearing of S 52° 27' 42" W and a distance of 637.77 feet to a point, thence.
- 5) In a northwesterly direction on a bearing of N 07° 43' 50" W and a distance of 1137.50 feet to a point, thence.
- 6) In a northeasterly direction on a bearing of N 67° 14' 20" E and a distance of 65.51 feet to a point, thence.
- 7) Continuing in a northeasterly direction on a bearing of N 82° 16' 10" E and a distance of 621.12 feet to the point and place of beginning.

Encompassing an area of 15.00 AC

The above is in accordance with a plan by: "Langan Engineering and Environmental Services, Inc. River Drive Center 1 Elmwood Park, New Jersey", titled "DeVry Institute, proposed minor subdivision, Tax Map Sheet 78, Block 252 Lot 1", Drawing No. "07 01" dated "13 June 94" Revised "29 June 94"

BK4206PG344

Langan Engineering and Environmental

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EXHIBIT A-2 (Cont'd)

DESCRIPTION OF
TAX MAP
BLOCK 252 LOT 1.3
NORTH BRUNSWICK TOWNSHIP
MIDDLESEX COUNTY, NEW JERSEY

Commencing and beginning at the intersection of the southerly line of Block 252 Lot 6 and the northeasterly corner of Block 252 Lot 1.3, thence:

1. in a southeasterly direction on a bearing of S 21° 31' 26" E, and a distance of 576.06 feet to a point, thence.
2. in a southwesterly direction on a bearing of S 43° 23' 42" W, and a distance of 274.70 feet to a point, thence.
3. in a northwesterly direction on a bearing of N 07° 43' 50" W and a distance of 731.86 feet to a point, thence.
4. in a northwesterly direction on a bearing of N 82° 16' 10" E and a distance of 76.52 feet to the point and place of beginning.

Enccompassing an area of 2.29 AC

The above is in accordance with a plan by: "Langan Engineering and Environmental Services Inc., River Drive Center 1, Elmwood Park, New Jersey" titled "DeVry Institute, proposed minor subdivision Tax Map Sheet 78, Block 252 Lot 1", Drawing No. "07 01" dated "13 June 94" Revised "29 June 94"

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Langan Engineering and Environmental

EXHIBIT A-3
"J&J PROPERTY"

Lots 20, 21, 28 and 29.03 in Block 194 on the Tax Map of the
Township of North Brunswick, Middlesex County, New Jersey.

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EXHIBIT A-4

1251502

DESCRIPTION OF
BLOCK 252 LOT 5.03
NORTH BRUNSWICK
MIDDLESEX COUNTY, NEW JERSEY

Commencing at the intersection of the southerly line of N.J. Route No. 1, and the westerly line of the lands of Conrail, 100' wide, formerly the Raritan River Railroad; thence,

- a. Along said line of Conrail, S 28° 35' 40" E, 422.12 feet to a point of curvature; thence,
- b. Along the same on a curve to the right having a radius of 1,860.08 feet, an arc length of 1,847.36 feet and a chord of S 00° 08' 33" E, 1,772.36 feet to a point of tangency; thence,
- c. Across the same, S 61° 41' 26" E, 100.00 feet to the point and place of beginning at the intersection of the westerly line of Conrail and the southerly line of Block 252 Lot 5.04; thence,
 1. Along said southerly lot line, S 61° 41' 26" E, 185.00 feet to a point; thence,
 2. Along the same, N 74° 28' 30" E, 287.52 feet to a point; thence,
 3. Along the same, N 54° 17' 29" E, 49.50 feet to a point; thence,
 4. Along the same, N 48° 48' 13" E, 125.75 feet to a point; thence,
 5. Along the same, N 10° 32' 56" E, 43.45 feet to a point; thence,
 6. Along the same, N 41° 21' 22" E, 268.13 feet to a point; thence,
 7. Along the same, N 47° 31' 59" E, 96.79 feet to a point; thence,
 8. S 42° 43' 48" E, 22+/- feet to a point on the westerly line of Westons Mill Pond; thence,
 9. Along said westerly line in a southerly direction, 970+/- feet to a point on the municipal boundary line between North Brunswick and Milltown; thence,
 10. Along the said municipal line, S 79° 23' 52" W, 275+/- feet to a point; thence,
 11. Along the same, N 44° 36' 18" W, 308.18 feet to a point on the easterly line of Conrail; thence,
 12. Along said line of Conrail on a curve to the right having a radius of 1382.685 feet, an arc length of 164.04, and a chord of N 24° 54' 38" E, 163.95 feet to a point of tangency; thence,
 13. Along the same, N 28° 18' 34" E, 826.00 feet to the point and place of beginning.

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EXHIBIT A-4 (Cont'd)

Encompassing an area of 15.56+/- acres.

The above is in accordance with a plan prepared by "Langan Engineering and Environmental Services, Inc., River Drive Center 1, Elmwood Park, New Jersey", Titled "Johnson & Johnson (Personal Products), Proposed Minor Subdivision, Tax Map Block 252 Lot 5.01, North Brunswick, New Jersey", Drawing "05.03". Dated "9 Sept. 94".

Joseph E. Romano 12-13-94
Joseph E. Romano
Professional Land Surveyor
N.J. Lic. No. 36273

12515ln15 03.knw
Revised 12-7-94 & 12-13-94

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EXHIBIT A-4 (Cont'd)

1251502

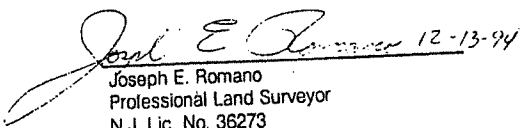
DESCRIPTION OF
BLOCK 252 LOT 6.2
NORTH BRUNSWICK
MIDDLESEX COUNTY, NEW JERSEY

Commencing and beginning at a monument marking the point of common intersection of Lots 6.1 and 6.2, Block 252 on the North Brunswick tax map and the municipal boundary line between North Brunswick and Milltown, and running thence,

1. Along the southerly line of Lot 6.1, N 52° 04' 43" E, 90.00 feet to a point; thence,
2. Along the same, S 37° 55' 17" E, 34.97 feet to a point; thence,
3. Along the same, N 52° 04' 43" E, 442.21 feet to a point; thence,
4. Along the same, S 61° 41' 26" E, 210.49 feet to the westerly line of Conrail; thence,
5. Along said line of Conrail, S 28° 18' 34" W, 483.50 feet to a point of curvature; thence,
6. Along the same on a curve to the left having a radius of 1482.685 feet, an arc length of 131.91 feet and a chord of S 25° 45' 39" W, 131.87 feet to a point on the municipal boundary line between North Brunswick and Milltown; thence,
7. Along said municipal line, N 44° 36' 18" W, 530.45 feet to the point and place of beginning.

Enccompassing an area of 4.23 acres.

The above is in accordance with a plan prepared by "Langan Engineering and Environmental Services, Inc., River Drive Center 1, Elmwood Park, New Jersey", Titled "Arken Realty, Block 252, Lots 5.04 & 6.1, North Brunswick, Middlesex County, New Jersey", Drawing "07.01", Dated "3 December 1994". Revised "12/13/94".


Joseph E. Romano
Professional Land Surveyor
N.J. Lic. No. 36273

12515016_2.kav
Revised 12-7-94 & 12-9-94 & 12-13-94

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EXHIBIT A-4 (Cont'd)

Commencing and beginning at the point of intersection of the southeast Right-of-Way line of Van Liew Avenue and the municipal boundary line between Milltown and North Brunswick and running thence,

- 1.) Along said municipal line, S 44° 36' 18" E, a distance of 438.06 feet to a point on the westerly line of Conrail; thence,
- 2.) On a non-tangent curve to the left, having a radius of 1482.685 feet, a length of 526.47 feet, subtended by a chord having a bearing of S 13° 02' 23" and a length of 523.71 feet, to a point; thence,
- 3.) N 60° 45' 18" W, a distance of 1.63 feet to a point; thence,
- 4.) N 07° 45' 18" W, a distance of 532.90 feet to a point; thence
- 5.) N 31° 12' 34" E, a distance of 302.50 feet to a point on the southeasterly Right-of-Way line of Van Liew Avenue; thence,
- 6.) Along said southeasterly line N 51° 56' 42" E, a distance of 90.23 to the point and place of beginning.

Encompassing an area of 1.90 AC.

12178-008cr.d.mv
Revised 12-5-94

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EXHIBIT A-4 (Cont'd)

Commencing and beginning at point of intersection of the easterly line of Conrail and the municipal boundary line between Milltown and North Brunswick and running thence,

- 1.) Along said municipal line, S 44° 36' 18" E, a distance of 308.18 feet to a point; thence,
- 2.) Along the same, N 79° 23' 52" E, a distance of 275.00 feet to a point; thence,
- 3.) Along the same, S 44° 36' 18" E, a distance of 50+/- feet to the westerly line of Westons Mill Pond; thence,
- 4.) Along said westerly line, in a southerly direction, a distance of 700+/- feet to a point on the easterly line of Conrail; thence,
- 5.) Along said easterly line, in a northerly direction, on a curve to the right, having a radius of 1382.685 feet, a distance of 50+/- feet to a point on the curve; thence,
- 6.) Along the same, on a curve to the right, having a radius of 1382.685 feet, a length of 449.93 feet, subtended by a chord having a bearing of N 12° 11' 23" and a length of 447.95 feet, to the point and place of beginning.

Encompassing an area of 4.6+/- AC.

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EXHIBIT A-5
"PERMACEL PROPERTY"

BEGINNING at an existing monument in the Westerly line of the Conrail Railroad Right-of-Way (formerly Raritan River Railroad Company), said point being distant 400 feet southerly along said line from the Southeasterly corner of lands conveyed by Edwin Allen to the New Brunswick Chemical Company, and said beginning point being the same as recited in Book 1373, Page 89, thence

- 1) South 52 degrees 08 minutes West 820.20 feet to a monument in the Easterly line of Nassau Street; thence
- 2) Along said Easterly line of Nassau Street, South 39 degrees 36 minutes East, 363.83 feet to a monument; thence
- 3) Along the Southerly line of Nassau Street, South 50 degrees 24 minutes West, 9.15 feet to a monument; thence
- 4) Along the periphery of lands conveyed to the Township of North Brunswick the following five courses;
- 5) South 39 degrees 36 minutes East, 75 feet to a monument; thence
- 6) North 50 degrees 24 minutes East, 167.00 feet to a monument; thence
- 7) South 39 degrees 36 minutes East, 140.00 feet to a monument; thence
- 8) South 5 degrees 24 minutes West 56.56 feet to a monument; thence
- 9) South 50 degrees 24 minutes West, 152.00 feet to a monument; thence along the new Westerly and Southerly property lines of the tract this day being established, the following six courses;
- 10) South 43 degrees 42 minutes 01 seconds East, 131.62 feet to a point; thence
- 11) South 31 degrees 36 minutes 16 seconds East, 534.89 feet to a point; thence
- 12) North 58 degrees 21 minutes 39 seconds East 129.99 feet to a point; thence
- 13) South 31 degrees 57 minutes 31 seconds East, 456.59 feet to a point; thence

- 14) South 0 degrees 44 minutes West 209.97 feet to a point in the new Northerly line of the entrance road to Personal Products, thence along said line
- 15) North 78 degrees 07 minutes 35 seconds East, 674.28 feet to the Westerly line of the Conrail Railroad Right-of-Way; thence
- 16) Along said Right-of-Way line the following four courses;
- 17) North 30 degrees 09 minutes West, 1098.54 feet to a monument; thence
- 18) North 53 degrees 53 minutes East, 17.11 feet to a monument; thence
- 19) North 30 degrees 09 minutes West, 960.80 feet to a point of curve, thence
- 20) Curving to the right along a 2° curve, an arc distance of 172.5 feet more or less to the point of BEGINNING.

Containing 39.493 Acres and being designated as Lot 29.01, Block 194 on the Tax Map of North Brunswick.

The above description is in accordance with a Survey prepared by Donald M. Barr, P.E.L.S. and dated December 3, 1981.

EXHIBIT B
SITE PLAN

(IDENTIFYING (i) ARTKEN ACCESS AREA, (ii) J&J ACCESS AREA, (iii)
"SUBSTATION", (iv) "HTHW PLANT", (v) "FWPS", (vi) PPC PROPERTY
FWPS ACCESS AREA, (vii) FWST, (viii) PUMPING STATION & (ix)
"SEWAGE LINE")

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BK 4206 PG 354

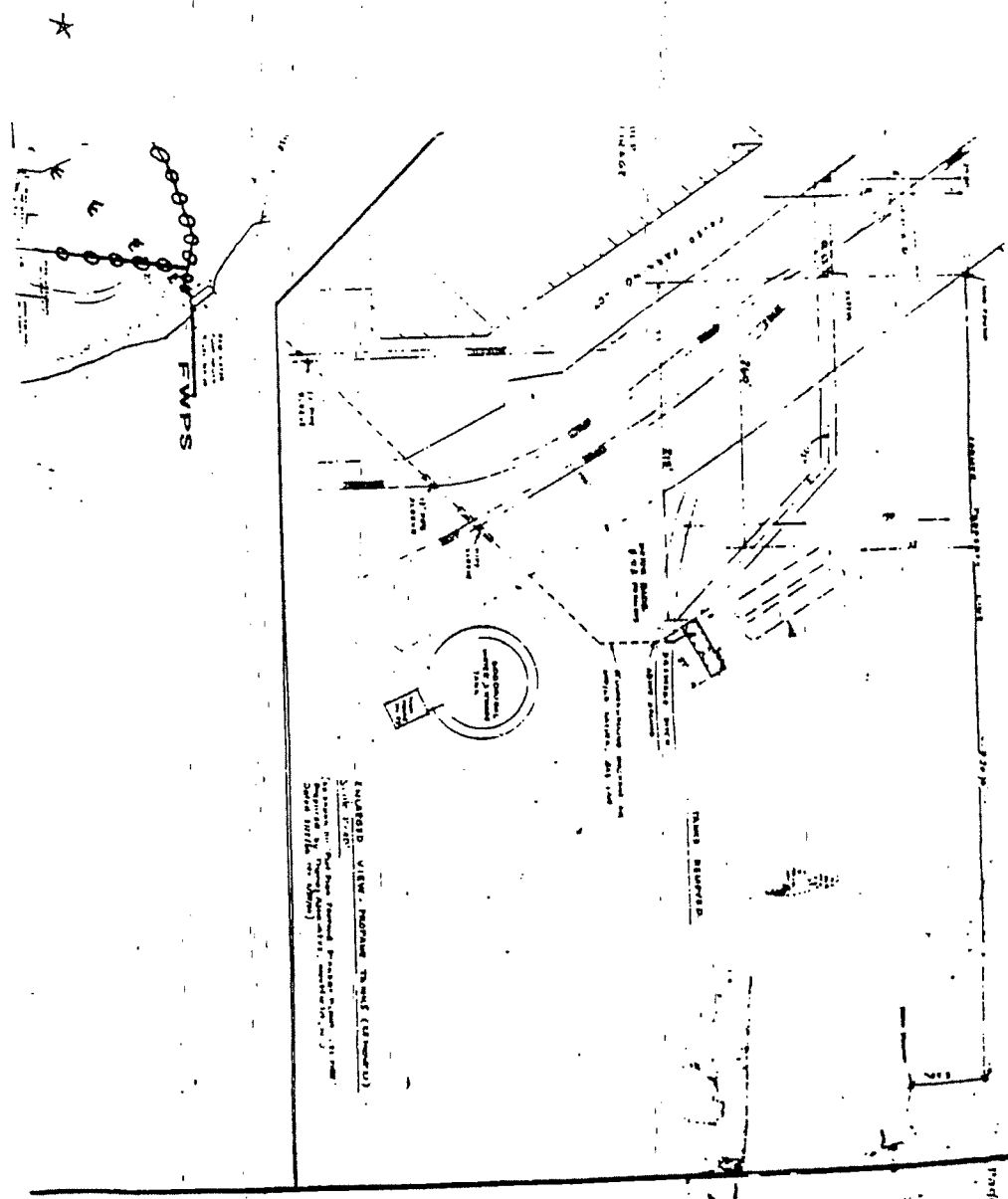
EXHIBIT 3
SITE PLAN

KEY:

Clockwise from the upper right corner

Page 6	Page 7	Page 8	Page 1
Page 5	Page 4	Page 3	Page 2

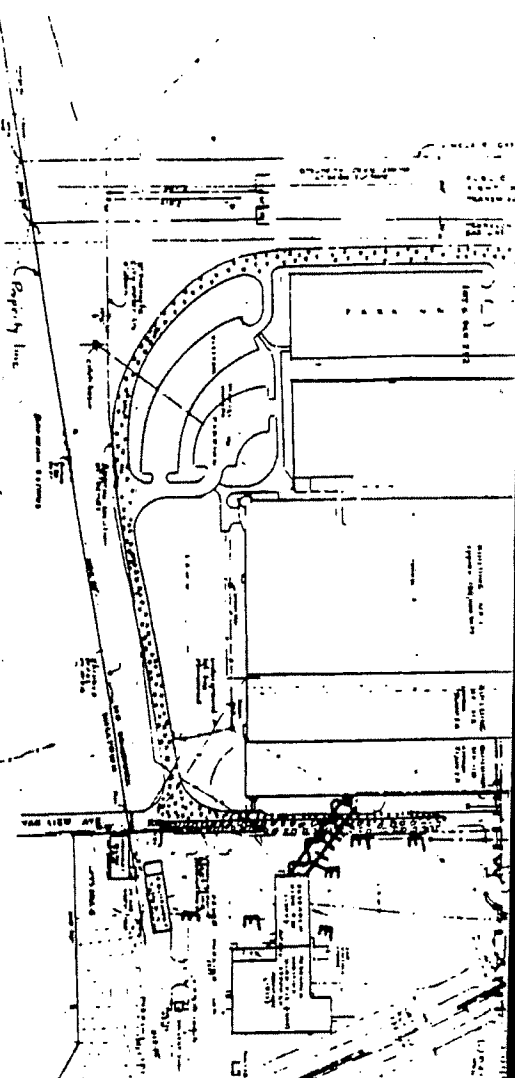
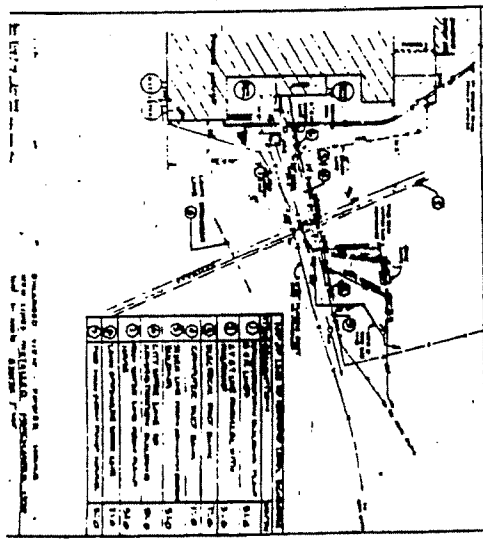
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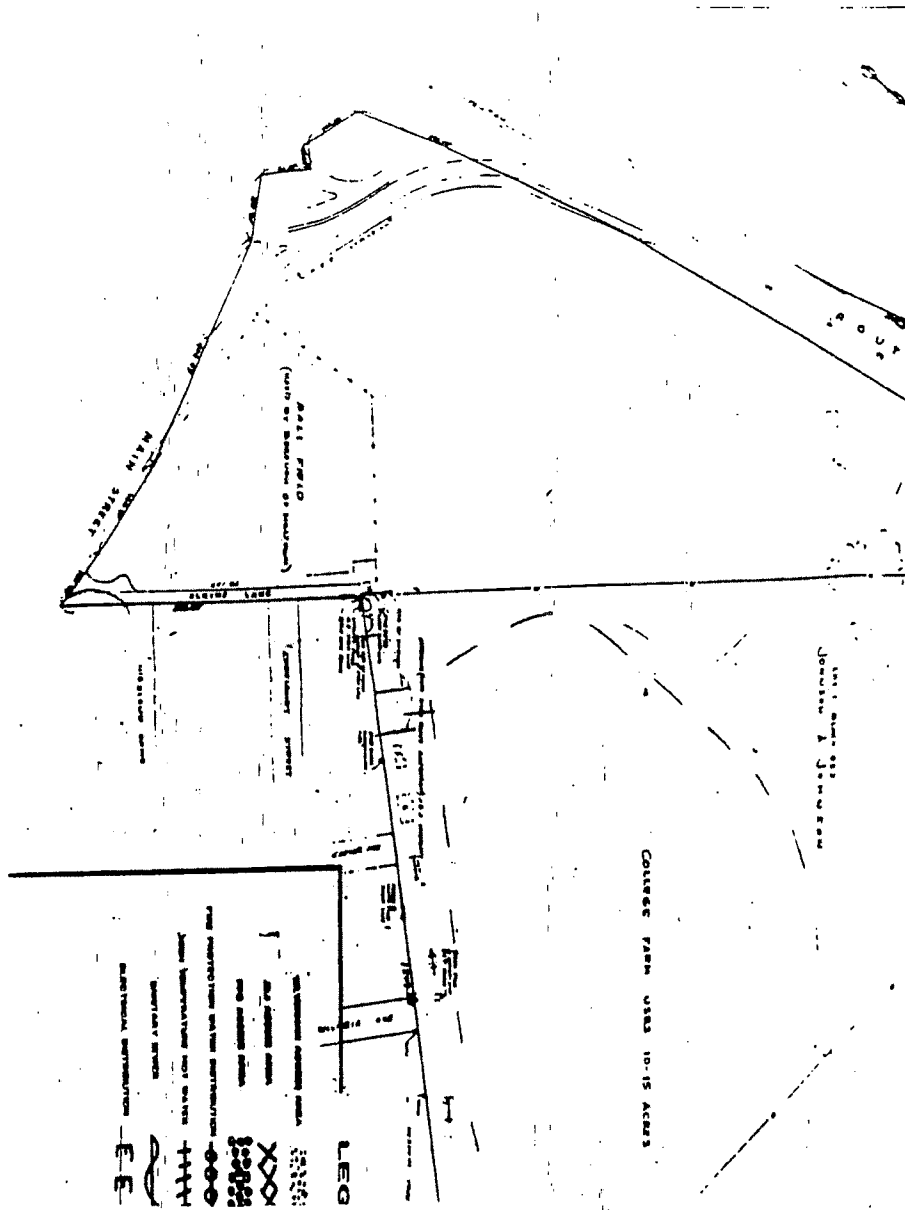
(UNCLASSIFIED) - VIEW - (NO FOREIGN DISSEM)
 This drawing is for informational purposes only.
 It is not to be used for any other purpose.
 (See instructions for details)

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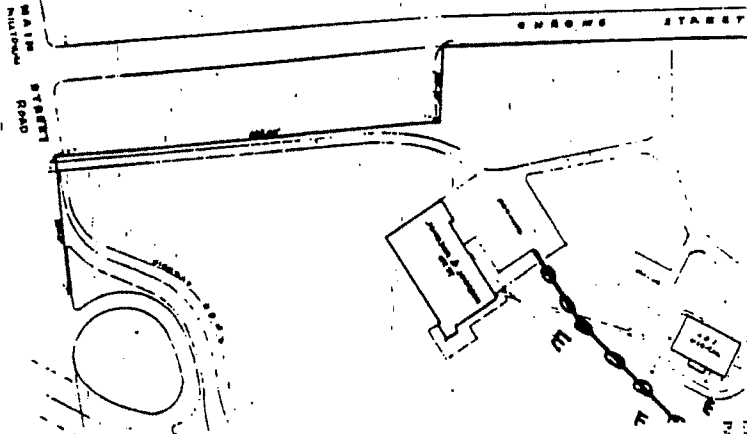


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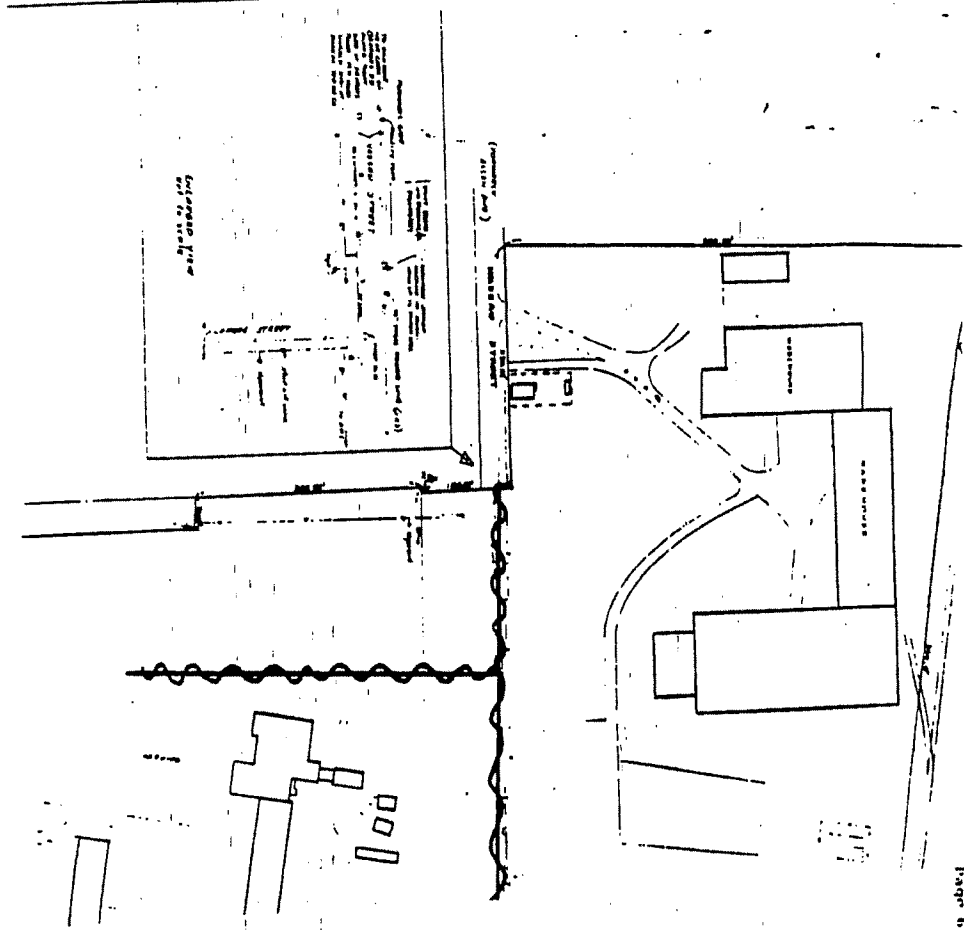
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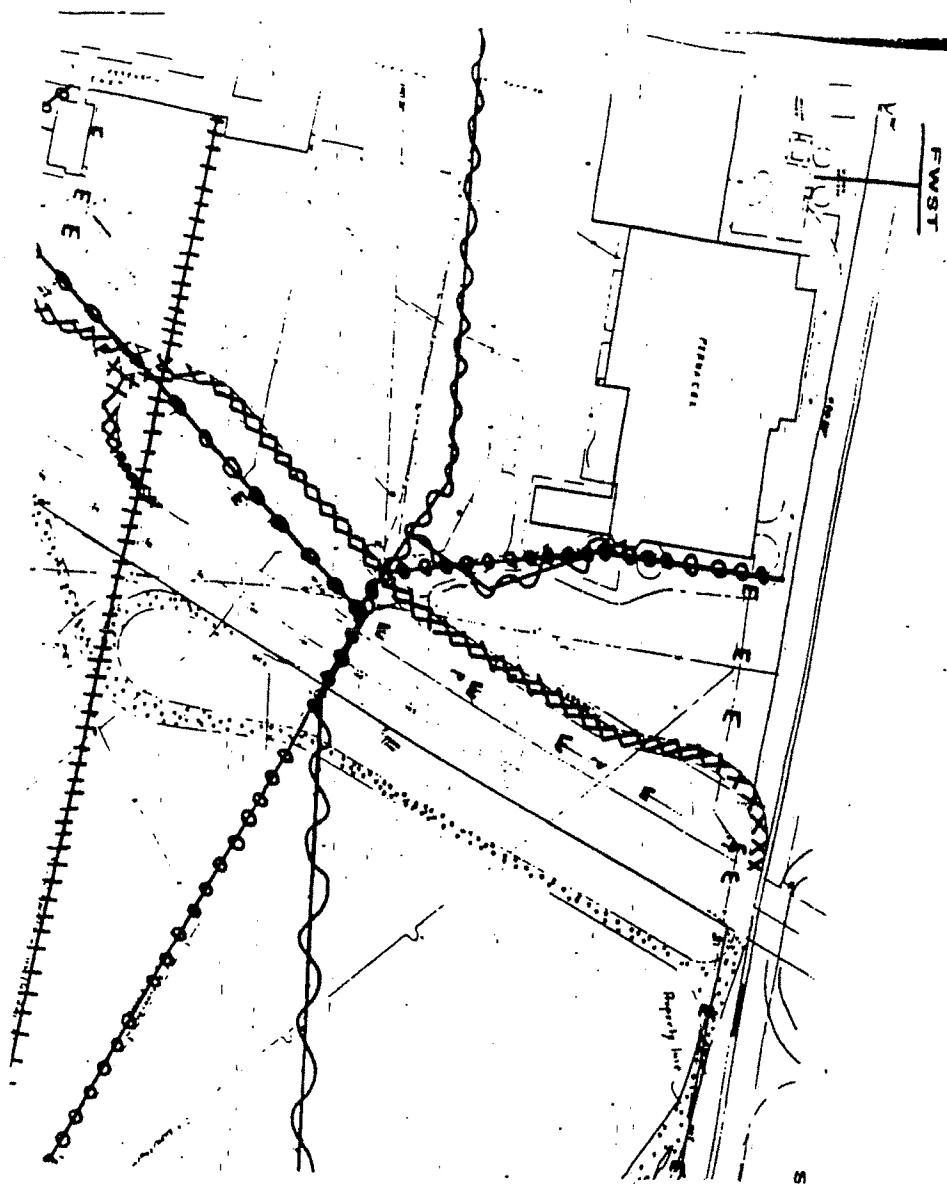
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Exhibit B
Page 5 of

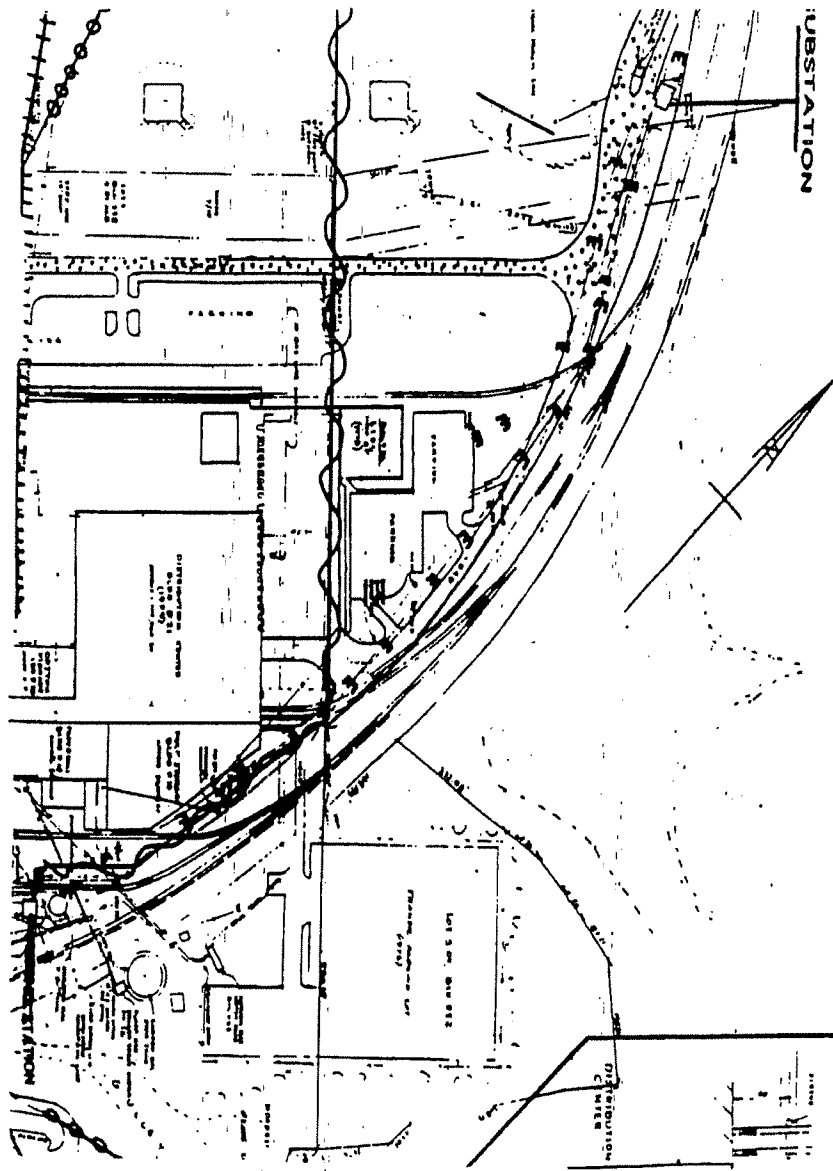


Site Plan
[Detailed technical drawing with various annotations and labels, including a legend and scale information.]

BK 4206 PG 361



BK4206PG362



BK 4206 PG 363

By J. H. Johnson

EXHIBIT C
EXISTING AGREEMENTS

1. Easements with DKM Properties Corp. recorded in the Middlesex County Clerk's Office at Deed Book 3608 Page 534, Deed Book 3608 Page 541 and Deed Book 3608 Page 548.
2. Easement and License Agreement between Johnson & Johnson, Personal Products, Inc. and Permacel, dated February 1, 1982. (copy attached as Exhibit C-2)
3. Service Agreement dated February 2, 1982 between Personal Products Co. and Permacel. (copy attached as Exhibit C-3)
4. Fire Protection Agreement dated February 2, 1982. (copy attached as Exhibit C-4)

EXHIBIT C-3

FACTS AND LICENSE AGREEMENT

This Indenture made this 1st day of February, 1922.

By and Between

JOHNSON & JOHNSON, a New Jersey Corporation, having offices at 501 George Street, New Brunswick, New Jersey, 08903 ("Grantor A");

AND

PERSONAL PRODUCTS, INC., a New Jersey Corporation, having offices at 501 George Street, New Brunswick, New Jersey, 08903 ("Grantor B");

AND

PERUCCIL, a New Jersey Corporation, having offices at 501 George Street, New Brunswick, New Jersey, 08903 ("Grantor C").

W I T N E S S E T H

WHEREAS, Grantor A is the owner of certain lands situate, lying, and being in the Township of North Brunswick, County of Middlesex, and State of New Jersey, shown and designated on the Official Tax Map of the Township of North Brunswick, as Lot 21 in Block 194 and Lot 29.01 in Block 194, excepting thereout and therefrom certain lands and premises being conveyed simultaneously herewith to the Grantee herein, being a portion of Lot 29.01 in Block 194, and more particularly described as follows:

BEGINNING at an existing monument in the westerly line of the Conrail Railroad Right-of-Way (formerly Taritan River Railroad Company), said point being distant 400 feet southerly along said line from the Southeastly corner of lands conveyed by Edwin Allan to the New Brunswick Chemical Company, and said beginning point being the same as recited in Book 1373 Page 99, thence

- (1) South 52 degrees 09 minutes West 820.29 feet to a monument in the Easterly line of Nassau Street; thence
- (2) Along said Easterly line of Nassau Street, South 39 degrees 36 minutes East, 363.81 feet to a monument; thence
- (3) Along the Southerly line of Nassau Street, South 50 degrees 24 minutes West, 9.15 feet to a monument; thence
- (4) Along the periphery of lands conveyed to the Township of North Brunswick the following five courses:
- (5) South 39 degrees 36 minutes East, 75 feet to a monument; thence

BK 4206 PG 365

(6) North 50 degrees 24 minutes East. 167.00 feet to a monument; thence
(7) South 39 degrees 36 minutes East. 140.0 feet to a monument; thence
(8) South 5 degrees 24 minutes West 56.56 feet to a monument; thence
(9) South 50 degrees 24 minutes West. 152.00 feet to a monument; thence along the new Westerly and Southerly property lines of the tract this day being established, the following six courses:
(10) South 43 degrees 42 minutes 01 seconds East. 111.62 feet to a point; thence
(11) South 31 degrees 36 minutes 16 seconds East. 534.39 feet to a point; thence
(12) North 53 degrees 21 minutes 39 seconds East 139.99 feet to a point; thence
(13) South 31 degrees 37 minutes 31 seconds East. 456.57 feet to a point; thence
(14) South 0 degrees 44 minutes West. 209.97 feet to a point in the new Northerly line of the entrance road to Personal Products, thence along said line
(15) North 78 degrees 07 minutes 35 seconds East. 674.27 feet to the Westerly line of the Conrail Railroad Right-of-Way; thence
(16) Along said Right-of-Way line the following four courses:
(17) North 10 degrees 09 minutes West. 1025.54 feet to a monument; thence
(18) North 53 degrees 53 minutes East 17.11 feet to a monument; thence
(19) North 30 degrees 09 minutes West. 967.20 feet to a point of curve; thence
(20) Curving to the right along a 2° curve, an arc distance of 172.5 feet more or less to the point of BEGINNING.

Containing 39.493 Acres and being designated as Lot 27.01, Block 194 on the Tax Map of North Brunswick.

The above description is in accordance with a Survey prepared by Donald H. Barr, P.E.S.S. and dated December 3 1971.

WHEREAS, Grantor A has simultaneously herewith conveyed to the Grantee by Deed of even date herewith, certain lands and premises in the Township of North Brunswick, Middlesex County, New Jersey, as above-described, and consisting of 39.493 Acres of land; and

WHEREAS, as part of the entire transaction between the parties hereto Grantor A has agreed to grant and convey to Grantee herein, in addition to Grantee property, a non-exclusive easement for access purposes for ingress and egress to and from the lands being conveyed to Grantee for the general use and enjoyment of all access roads now existing over and across the lands of

(2)

BK4206PG366

Grantor A located on Lot 28 in Block 194, on the Official Tax Map of the Township of North Brunswick, to be used in common with others for access purposes to and from Grantee Property and U.S. Route No. 1; and

WHEREAS, as part of the entire transaction between the parties hereto Grantor B has agreed to grant and convey to Grantee herein, a non-exclusive easement for access purposes for ingress and egress to and from the lands being conveyed to the Grantee for the general use and enjoyment of all access roads now existing over and across the lands of Grantor B located on Lot 1 in Block 252, on the Official Tax Map of the Township of North Brunswick, to be used in common with others for access purposes to and from Grantee Property and U.S. Route No. 1; and

WHEREAS, as part of the entire transaction between the parties hereto Grantor A has agreed to grant and convey a utility easement for the maintaining, operating, inspecting, repairing, cleaning, replacing, and removing an eight (8") inch natural gas high pressure line presently existing and installed by Public Service Electric and Gas and being located across lands retained by Grantor A in Lot 29.01 in Block 194 of said tax map and being contiguous to the southerly line of that parcel being conveyed to Farmacel simultaneously herewith more particularly described above; and

WHEREAS, as part of the entire transaction between the parties hereto Grantor A has agreed to grant and convey a Right-of-Way easement for operating, inspecting, repairing, cleaning, replacing and removing existing storm drains presently located on lands owned by Grantor A in Lot 28 in Block 194 of said tax map and being situated along the easterly line of said parcel and contiguous to that parcel of land being conveyed to Grantee simultaneously herewith; and

(3)

BK4206PG367

WHEREAS, as part of the entire transaction between the parties hereto Grantor A and Grantor B have agreed to grant and convey a non-exclusive privilege and license to maintain and repair two existing business signs of Grantee as presently exist on lands of Grantor A located in Lot 23 in Block 194 and on lands of Grantor B located in Lot 1 in Block 252 on said official tax map:

NOW, THEREFORE, for and in consideration of One (\$1.00) Dollar and other good and valuable consideration paid by Grantee to Grantor A and Grantor B, the receipt and sufficiency of which is hereby acknowledged, Grantor A and Grantor B do hereby grant and convey unto the Grantee, its heirs, executors, administrators, legal representatives, successors and assigns, an easement for access purposes for ingress and egress to and from Grantee Property and to and from U.S. Route No. 1, to have and to hold to the use and benefit of Grantee, its heirs, executors, administrators, legal representatives, successors and assigns subject to the terms and conditions hereinafter set forth.

1. The easement from Grantor A shall be those access roads that now and presently exist on and across lands owned by Grantor A in Lot 23 in Block 194 on the Official Tax Map of the Township of North Brunswick. The easement from Grantor B shall be those access roads that now and presently exist on and across lands owned by Grantor B in Lot 1 in Block 252 on the Official Tax Map of the Township of North Brunswick.

2. These Easements are granted for use by Grantee, its tenants and sub-tenants, and its and their agents, employees, business invitees, business guests and licensees and all other parties acting by, through or

(4)

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under the authority of Grantee and its tenants and sub-tenants, in common, nevertheless, with the Grantors herein, and its and their tenants, sub-tenants, agents, employees, business invitees, business guests, and guests, and all other parties acting by, through or under the authority of Grantors and its and their tenants and sub-tenants.

3. Grantee hereby indemnifies and agrees to save Grantor A and Grantor B harmless from any loss or liability arising out of the exercise by Grantee of the easement rights herein granted.

4. This easement shall continue in full force and effect commencing from the date hereof and continuing until such time as such access roads as above-described or any portions thereof are dedicated as public roads and are accepted as part of the public road system of the Township of North Brunswick and incorporated therein but shall continue in full force and effect as to any portion of such access roads not so dedicated or incorporated into the public road system of North Brunswick. Upon the dedication of any portion of such access roads as a part of and incorporation into the public road system of North Brunswick Township, the rights herein granted shall merge into the public easement and the rights of the Grantee and other parties granted rights hereunder shall be those of the general public in and to said public road.

5. The parties hereto agree for themselves and those using such access roads by, through or under their authority or permission, that they shall not cause.

(5)

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suffer or permit the parking or stopping of vehicles or the obstruction of passage in any other manner on, over and across said roads.

6. Grantee does hereby expressly acknowledge that this easement for access purposes is a non-exclusive one and that the use of all access roads as hereinabove set forth is being shared in common with Grantor A and Grantor B, their agents, employees and invitees. Grantee does hereby covenant and agree to pay its proportionate share of the costs for the removal of ice and snow as the same may be incurred from time to time.

FURTHER, for and in consideration of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor A does hereby grant, convey, and assign unto Grantee, its successors and assigns, a perpetual easement and Right-of-Way for the purposes of maintaining, operating, inspecting, repairing, cleaning, altering, and replacing an Eight (8") Inch natural gas high pressure line and other appurtenances thereto installed by Public Service Electric and Gas, under and through a strip of land being retained by Grantor A in Lot 29.01 in Block 194 of said tax map and being contiguous to the southerly line of that parcel being conveyed to Fernacel simultaneously herewith and being more particularly described above; and

FURTHER, for and in consideration of the consideration herein above set forth, Grantor A does hereby grant, convey, and assign unto Grantee, its successors and assigns, a perpetual easement and Right-of-Way for the purposes of operating, inspecting,

(6)

BK4206PG370

repairing, cleaning, replacing and removing existing storm drains presently located on lands owned by Grantor A in Lot 20 in Block 194 of said tax map and being situated along the easterly line of said parcel and contiguous to that parcel of land being conveyed to Grantee by Deed simultaneously herewith and being more particularly described above; and

FURTHER, for and in consideration of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor A does hereby grant, convey, and assign unto Grantee, its successors and assigns, a perpetual easement and Right-of-Way for the purposes of maintaining, operating, inspecting, repairing, cleaning, altering, and replacing an Eight (8") Inch water line and other appurtenances thereto under and through a strip of land being retained by Grantor A in Lot 29.01 in Block 194 of said tax map and being contiguous to the easterly line of that parcel being conveyed to Permacerl simultaneously herewith and being more particularly described above; and

FURTHER, for and in consideration of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor A does hereby grant, convey, and assign unto Grantee, its successors and assigns, a perpetual easement and Right-of-Way for the purposes of maintaining, operating, inspecting, repairing, cleaning, altering, and replacing a Sixteen (16") Inch sewage system line and other appurtenances thereto under and through a strip of land being retained by Grantor A in Lot 29.01 in Block 194 of said tax map and being contiguous to the easterly line of that parcel being conveyed to Permacerl simultaneously herewith and being more particularly described above.

(7)

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1. This grant shall include such other rights as may be necessary for the full enjoyment of the rights herein granted, which rights shall include, among others:

(a) the right to enter upon (by employees, contractors or Agents of Grantee) the right-of-way and easement herein granted and to pass along the said strip with vehicles, equipment, material and men, at such times as Grantee may elect, without prior notice to Grantor A.

(b) the right from time to time to keep said right-of-way free from trees, undergrowth and all other obstructions that do or may interfere with the unobstructed enjoyment of any aspect of the easement.

(c) the right of maintaining, operating, inspecting, repairing, cleaning, altering, adding to, enlarging, replacing, and removing from time to time service lines of Grantee that are connected to the gas and storm facilities within the lines of the easement herein described.

2. Grantor A will not build any structures, walls or fences on the right-of-way or any part thereof, change the grade of the right-of-way or any part thereof, or use the right-of-way or any part thereof in such a way as to unreasonably or adversely interfere with Grantee's immediate and unimpeded access to the right-of-way, or otherwise interfere with Grantee's lawful

(8)

BK 4206 PG 372

exercise of any of the rights herein granted without first having obtained Grantee's approval in writing.

3. Grantee shall bear all costs, expenses and charges of any kind or nature concerning the use, operation, maintenance, replacement, or existence of said easement, the gas and storm facilities located within the easement areas.

FURTHER, for and in consideration of One (\$1.00) Dollar and other good and valuable consideration paid by Grantee to Grantor A and Grantor B, the receipt and sufficiency of which is hereby acknowledged, Grantor A and Grantor B hereby grant and convey a non-exclusive privilege and license to maintain and repair two existing business signs of Grantee as presently exist on lands of Grantor A located in Lot 28 in Block 194 and on lands of Grantor B located in Lot 1 on Block 232 on said tax map.

To Have and To Hold said Right-of-Way, easements and licenses unto Grantee, its successors and assigns forever.

1. Grantee, by its acceptance hereof, promises that:

(a) Grantee will defend and save harmless Grantor A and Grantor B from any claims or suits which may be asserted against either arising out of any negligent acts of Grantee, its agents or employees, in its exercise of the rights herein granted.

(b) Grantee will restore the grade of land of Grantor A or Grantor B and replace or restore existing pavement, grass or other landscaping which may be disturbed by Grantee without delay any repair, alteration, improvement or maintenance, or whenever the surface of the right-of-way shall be disturbed by Grantee's enjoyment of its easements or licenses.

2. It is agreed that this grant covers all agreements made between the parties and no verbal representations or statements have been made modifying, adding to, or changing the terms hereof.

3. These easements and licenses and the terms and conditions thereof shall be deemed to constitute covenants attached to and running with the land and shall bind the parties hereto, their successors in title and their respective heirs, executors, administrators, legal representatives, successors and assigns.

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

ATTEST:

Rand Baker
Assistant Secretary.

JOHNSON & JOHNSON,
A New Jersey Corporation.

By *[Signature]*
Vice President.

ATTEST:

[Signature]
Assistant Secretary.

PERSONAL PRODUCTS, INC.
A New Jersey Corporation.

By *[Signature]*
Vice President.

ATTEST:

[Signature]
Assistant Secretary.

PERMACEL,
A New Jersey Corporation.

By *[Signature]*
President.

Prepared by:

Gluck and Kelso, Esqs.
303 George Street, Suite G-5
New Brunswick, New Jersey 08901

By *Thomas J. Kelso*
THOMAS F. KELSO, ESQ.

(10)

BK4206PG374

STATE OF NEW JERSEY:
COUNTY OF MIDDLESEX: SS

BE IT REMEMBERED that on this 1st day of February, 1982, before me the subscriber, a Notary Public of the State of New Jersey personally appeared *F. A. Golden* who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the ^{Assistant} Secretary of Johnson & Johnson, the Corporation named in the within Instrument; that *J. S. Hollerich* 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 thereof affixed and said Instrument signed and delivered by said ^{vice} President as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Sworn to and Subscribed before
me, the date aforesaid.

F. A. Golden
Assistant Secretary

Janet T. Mastandino
Notary Public of New Jersey.
JANET T. MASTANDINO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 4, 1983

BK 4206 PG 375

STATE OF NEW JERSEY:
COUNTY OF MIDDLESEX: §5

BE IT REMEMBERED, that on this 1st day of February, 1922, before me the subscriber, a Notary Public of the State of New Jersey personally appeared *J. F. Hubert* who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the ^{assistant} Secretary of Personal Products, Inc., the Corporation named in the within instrument; that *R. F. Conroy* 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 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 thereof affixed and said instrument signed and delivered, by said ^{Vice} President as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed his name thereto as attesting witness.

J. F. Hubert
Assistant Secretary

Sworn to and Subscribed before me, the date aforesaid.

Janet T. Mastandino
Notary Public of New Jersey.

JANET T. MASTANDINO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 4, 1922

STATE OF NEW JERSEY:
COUNTY OF MIDDLESEX: SS

RE IT REMEMBERED, that on this 1st day of February, 1982, before me the subscriber, a Notary Public of the State of New Jersey personally appeared *J. T. Kerbet* who, being by me duly sworn on his oath, deposes and makes oath to my satisfaction, that he is the Assistant Secretary of Ferracel, the Corporation named in the within Instrument; that H. J. Revanel is the Treasurer 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 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 thereof affixed and said Instrument signed and delivered by said ~~President~~ ^{Treasurer} as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Sworn to and Subscribed before
me, the date aforesaid.

J. T. Kerbet
Assistant Secretary

Janet T. Mustandino
Notary Public of New Jersey.
JANET T. MUSTANDINO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 4, 1987

PARTNERSHIP AND LICENSE AGREEMENT

Between

JOHNSON & JOHNSON,
A New Jersey Corporation,

and

PENDOLINI PRODUCTS, INC.,
a New Jersey Corporation,

and

PENDACEL,
A New Jersey Corporation.

Dated: February 1st, 1972.

LAW OFFICES:

GLUCK and KELLER, ESQS.
303 George Street, Suite 6-5
New Brunswick, New Jersey 08901
(201) 246-4501

BK4206PG378

EXHIBIT C-3

SERVICE AGREEMENT

THIS AGREEMENT, made this 2nd day of February, 1982, between Personal Products Co. ("Personal Products"), a New Jersey corporation with offices at Van Liew Avenue, Milltown, New Jersey 08850, and Permacel, a New Jersey corporation, having offices at Route 1, New Brunswick, New Jersey 08903.

W I T N E S S E T H:

WHEREAS, Permacel wishes to obtain and pay for certain utility services from Personal Products; and

WHEREAS, Personal Products wishes to provide such services;

NOW, THEREFORE, the parties agree that:

1. Services. Personal Products hereby agrees to provide to Permacel the utility services described in Exhibit A at the prices set forth in Exhibit B.
2. Term. The initial term of this Agreement shall be for the ten-year period commencing February 1, 1982, and ending January 31, 1992, and shall be automatically renewed for successive 5-year periods, subject to the right of either party to terminate this Agreement, in whole or in part, at the end of the initial or any extended term hereof, upon 24 months' advance written notice to the other party; provided, however, that Permacel may at any time terminate Supertherm service upon 18 months' advance written notice to Personal Products.
3. Payment. Personal Products will submit a monthly invoice to Permacel for all charges due Personal Products for services hereunder. All such invoices are payable upon receipt.
4. Maintenance. Personal Products shall be responsible for the maintenance of feeder cables up to Permacel's overload protection, and of supertherm lines to the point at which they enter Permacel's building. The annual preventative maintenance on the electricity power plant and on the supertherm system shall be performed during Permacel's summer shutdown period. Personal Products will provide Permacel with 60 days' advance notice of the dates upon which such preventative maintenance will be conducted.
5. Water Service, Sanitary Sewers and Storm Sewers. Potable water service, sanitary sewers and storm sewers are provided to Personal Products and to Permacel, among others, through common pipelines, and amounts due to utilities for such service to each are separately billed and paid for. The parties agree to

BK 4206PG379

continue such common use on the same basis as that existing immediately prior to the execution of this Agreement, and further agree each to bear its proportionate cost for the maintenance or repair of such common pipelines, except that each party shall bear the full expense of any extraordinary repairs necessitated by its actions.

6. Indemnity. Permcel hereby agrees to hold Personal Products harmless for (a) incidental or consequential damages resulting from the inability of Personal Products to provide services herein, and (b) damages, fines, penalties, etc. suffered by Personal Products as a result of effluent entered into the Personal Products sewage system by Permcel; provided that Personal Products uses its best efforts to correct any such malfunction or disability described in (a) or (b).

7. Integration. This Agreement constitutes the entire contract between the parties, and no oral representation or written agreement shall be of any force or effect, unless made in writing and signed by both parties subsequent to the date hereof.

8. Notice. Any notice required or permitted to be given under this Agreement shall be sufficient if mailed, certified or registered mail, by the party giving notice to the other at the address shown in the heading hereof, or to such other address as either party may give to the other from time to time pursuant to these provisions.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals through their authorized representatives, whereby they evidence their intent to be legally bound.

PERSONAL PRODUCTS CO.

BY
ITS

[Signature]
V.P. Operations

PERMACEL

BY
ITS

[Signature]
Treasurer

BK4206PG380

EXHIBIT A

Services

Personal Products shall provide to Permacel at its plant in New Brunswick the following utility services at levels of volume, quality and service not lower than those at which Personal Products has historically provided such services:

1. Supertherm
2. Electric Power
3. Sewage

BK 4206PG381

EXHIBIT B

The charge to Permcel for the utility services provided by Personal Products in Exhibit A shall be Personal Products' costs for providing said utility services. Said costs are subject to change. Personal Products will notify Permcel of said changes promptly upon notice of increases from the suppliers of said services or components thereof. Permcel's use of said services will be metered and Permcel shall be allowed reasonable access to read said meters and to audit the books of Personal Products pertaining to said services.

The estimated rates for said utility services during 1982 are:

Steam	\$11.01 per MMBTU
Power	\$69.62 per MKWH
Sewage	\$ 6.75 per M gallons

Based upon 1981 average monthly usages, the estimated costs for said services for 1982 are:

Steam	\$880,500
Power	\$905,000
Sewage	\$ 3,600

The estimated usages for 1982 are:

Steam	80,700 MMBTU
Power	13,000 MKWH
Sewage	12,500,000 gallons

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EXHIBIT C-4

FIRE PROTECTION AGREEMENT

THIS AGREEMENT, made this 2nd day of February, 1982, among Personal Products Company, a New Jersey corporation having offices at Van Liew Avenue, Milltown, New Jersey 08850 ("Personal Products"), Permacel, a New Jersey corporation with offices on Route 1, New Brunswick, New Jersey 08903 ("Permacel"), Johnson & Johnson Products, Inc., a New Jersey corporation with offices at 501 George Street, New Brunswick, New Jersey 08903 ("JJP"), and Ortho Pharmaceutical Corporation, a New Jersey corporation with offices on U.S. Route 202, Raritan, New Jersey 08869 ("Ortho");

W I T N E S S E T H:

WHEREAS, the parties hereto, all subsidiaries of Johnson & Johnson, have shared a fire protection system (the "FPS") that consists of Weston Mill Pond and two fire pumps located on the property of Personal Products, the 100,000 gallon and 200,000 gallon water tanks and a fire pump located on the property of Permacel and pipes connecting the facilities of the parties located in North Brunswick, New Jersey; and

WHEREAS, Johnson & Johnson has entered into an Agreement with Avery ~~Inc.~~ Inc. ("Avery") to sell all of the stock of Permacel to Avery; and

WHEREAS, the parties hereto wish to continue to share the FPS;

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NOW, THEREFORE, the parties in consideration of the mutual benefits conferred herein, execute and effectuate this Agreement on the date first appearing above.

1. Personal Products License. Personal Products hereby licenses:

a) Permacel to utilize the fire pumps, the connecting pipes and the pond on the Personal Products property to fill the water tanks on Permacel property and when the use of the water in said pond is required for the protection of Permacel property;

b) JJP and Ortho to utilize the fire pump, the connecting pipes and the pond on the Personal Products property when the use of the water in said pond is required for the protection of JJP's and Ortho's property.

c) Permacel, JJP and Ortho to inspect the pond and fire pumps for the FPS located on its property at reasonable times and with reasonable notice.

2. Permacel License. Permacel hereby licenses:

a) Personal Products to utilize the water tanks, the fire pump and the connecting pipes on Permacel's property when the use of said water tank is necessary for the protection of Personal Products' property;

b) JJP and Ortho to utilize the water tanks, the fire pump and the connecting pipes on Permacel's property when the use of said facilities is necessary for the protection of JJP's and Ortho's property.

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c) Personal Products and JJP to inspect the water tanks and the fire pump for the FPS located on its property at reasonable times, and with reasonable notice.

3. JJP License. JJP hereby licenses:

a) Personal Products, Ortho and Permacel to utilize the connecting pipes to the FPS on JJP's property when the use of said pipes is necessary for the protection of Personal Products', Ortho's or Permacel's property;

b) Personal Products and Permacel to inspect the connecting pipes to the FPS on JJP's property at reasonable times and with reasonable notice.

4. Ortho License. Ortho hereby licenses:

a) Personal Products, Permacel and JJP to utilize the connecting pipes to the FPS on Ortho's property when the use of said pipes is necessary for the protection of Personal Products', Permacel's or JJP's property;

b) Personal Products, Permacel and JJP to inspect the connecting pipes to the FPS on Ortho's property at reasonable times and with reasonable notice.

5. Maintenance. The parties will each maintain in good working order the connecting pipes of the FPS located on their respective property.

a) Personal Products will maintain the pond and the fire pumps;

b) Permacel will maintain the 200,000 gallon and 100,000 gallon water tanks and fire pump on its property;

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c) The costs for maintaining the water tanks, the pond and the fire pumps will be borne in equal amounts by the parties.

6. Releases. Each party releases the others from any right of action, claim, demand or liability which may accrue by reason of loss of any property or by reason of any injury to any person or property attributable to the inoperation or malfunction of the water tank, the pond or other device for the storage of water, the connecting pipes, the fire pump and/or other pumping device or any other device or equipment which may be hereinafter acquired under the terms of this Agreement.

7. Term. The term of this Agreement shall be for a two-year period commencing February 1, 1982 and ending January 31, 1984 and continuing from year to year thereafter, subject to the right of either party to terminate this Agreement after the initial two-year period pursuant to paragraph 8.

8. Termination. After January 31, 1984, either party may terminate this Agreement by one (1) year's written notice to the other parties hereto pursuant to the provision thereof governing notice.

9. Notice. Any notice required or permitted to be given under this Agreement shall be sufficient if mailed, certified or registered mail, by the party giving notice to the others at the address shown in the heading hereof, or to such other address as

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either party may give to the others from time to time pursuant to these provisions.

IN WITNESS WHEREOF, the parties hereto have herewith set their hands and seals through their authorized representatives whereby they evidence their intent to be legally bound.

PERSONAL PRODUCTS COMPANY

By *[Signature]*
VP Operations

PERMACEL

By *[Signature]*

JOHNSON & JOHNSON PRODUCTS, INC.

By *[Signature]*

ORTHO PHARMACEUTICAL CORPORATION

By *[Signature]*

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EXHIBIT D
FORMULAS FOR ROAD MAINTENANCE, ELECTRIC POWER, HTHW, SEWAGE, GAS
AND DOMESTIC WATER REIMBURSEMENT

1. ROAD MAINTENANCE: The cost of maintenance of roadways (including snow and ice removal) shall be shared by all parties (to the extent of the proportionate use by each party) based upon a ratio established by car counts to determine the number of cars utilizing each of the roadways for the benefit of each party. Such car counts shall be conducted at least once annually (for a period of at least three (3) days) by a licensed traffic engineer acceptable to all parties, and the cost of such car counts shall be included as a maintenance expense of the party conducting the car count. All maintenance costs shall be substantiated by paid invoices or other acceptable forms of proof and J&J and ARTKEN, as the case may be, shall present invoices to all parties using the respective Access Easements based on the equitable percentage of the maintenance costs incurred. Notwithstanding the formula set forth above, to the extent that PERMACEL is not obligated to contribute to road maintenance costs under the Existing Agreements, J&J, in its capacity as the owner of the J&J Property, shall be responsible for those portions of such road maintenance costs which would otherwise be attributable to PERMACEL based on the car counts. This obligation of J&J shall run with the J&J Property. Any parties using the PPC Property or the ARTKEN Property agree that the reasonable costs of maintaining a security guard at the gatehouse on the ARTKEN Access Area shall be shared according to the following formula: The owner(s) of the ARTKEN Property shall be responsible for 50% of such costs and the owner(s) of the PPC Property shall be responsible for 50% of such costs.

2. ELECTRIC POWER: The cost of electric power shall be paid for by ARTKEN and all parties using electric power generated from the substation shall reimburse ARTKEN, based on monthly meter readings of kilowatt hours (KW) consumed by such parties in relation to the total KW consumed by all users in the aggregate, at the rate billed to ARTKEN plus the proportionate share of the reasonable maintenance expenses described in this Agreement. For example, if in a single month, ARTKEN is required to pay for 1,000 KW consumed by all parties, and the meters show that J&J consumed 400 KW and ARTKEN used 600 KW, and the per KW cost billed to ARTKEN is \$.25, then J&J shall reimburse ARTKEN 40% of such cost, or \$100.00 plus 40% of the reasonable maintenance expenses, as substantiated by paid invoices or other acceptable forms of proof. Reimbursement to ARTKEN shall be made within fifteen (15) days after the receipt of billings.

3. SUPERTHERM SYSTEM: The cost of HTHW shall be paid for by ARTKEN and all parties receiving HTHW shall reimburse ARTKEN for the gas or oil consumed in each month, based on monthly meter readings of actual thermal units (THERMS) consumed by such parties in relation to the total THERMS consumed by all users in the

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aggregate, at the rate billed to ARTKEN. For example, if in a single month, 1,000 gallons of oil at \$1.00 per gallon is used to generate the HTHW used by all parties for that month, and the meters show that J&J consumed 100 THERMS and ARTKEN consumed 300 THERMS, then J&J shall reimburse ARTKEN 25% of such cost, or \$250.00.

4. SEWAGE: The cost of sanitary sewer service shall be paid for by ARTKEN and all parties using the Sewage Line from time to time shall reimburse ARTKEN, based upon monthly meter readings of domestic water consumption by such parties in relation to the total water consumption of all users in the aggregate, at the rate billed to ARTKEN. The parties shall promptly provide copies of monthly water meter readings on their properties to ARTKEN for this purpose.

5. GAS: Gas consumption for each property will be separately metered and billed to the respective parties.

6. DOMESTIC WATER: The cost of domestic water supplied to the ARTKEN Property and PPC Property shall be paid for by ARTKEN and J&J shall reimburse ARTKEN on a proportionate basis based upon monthly meter readings of such water consumed by ARTKEN and J&J on the respective properties, at the rate billed to ARTKEN. The PPC Property is sub-metered and J&J shall promptly provide copies of monthly water meter readings to ARTKEN for this purpose.

7. All payments, except pursuant to Paragraph 2 above, to be made within 30 days following invoice.

EXHIBIT B
DESCRIPTION OF MINIMUM ELECTRIC SERVICE REQUIREMENTS

The Substation receives electrical power through dual primary selective 26.4 Kv service from Public Service Electric & Gas. The 26.4 Kv service is stepped down to 4160 v in the Substation.

PPC Property:

Research Building:	4160 AC Volts, 3 Phase, 400 Amps
Administration/ Office Building:	480 AC Volts, 3 Phase, 400 Amps

J&J Property:

Feeder F3, Beginning at Cubicle #1A:	4160 AC Volts, 3 Phase, 300 Amps
Feeder F4, Beginning at Cubicle #15:	4160 AC Volts, 3 Phase, 400 Amps

R + R:
Joseph Davis, Esq.
Beach, Eichler
101 Eisenhower Parkway
Roseland, NJ 07068

RETURN TO 

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END OF DOCUMENT

ACCESS PERMIT A-1-3-0510-92
A-1-3-0512-92
WESTON MILL CORPORATE CENTER

Draft dated
February 2, 1995

JOB NUMBER 1202-501

DEVELOPER AGREEMENT

STATE OF NEW JERSEY
DEPARTMENT OF TRANSPORTATION

THIS AGREEMENT, made as of the 3rd day of February, One Thousand Nine Hundred Ninety-Five between DKM Properties, Inc., a corporation, located at Princeton Pike Corporate Center, 1009 Lenox Drive, P.O. Box 6540, Lawrenceville, New Jersey 08648, hereinafter referred to as the "DEVELOPER", and the STATE OF NEW JERSEY, acting through its Commissioner of Transportation, hereinafter referred to as the "STATE", witnesseth that:

WHEREAS, the DEVELOPER realizes that traffic attributable to its mixed use development abutting at Route 1 northbound milepost 25.5 in the Township of North Brunswick, which development is known as "Weston Mill Corporate Center" and as designated on the North Brunswick Tax Maps as Block 252, Lots 1.1, 1.2 and 1.3, will aggravate conditions on the State highway system; and

WHEREAS, the Weston Mill Corporate Center will be built in Phases/Sections as follows:

Phase 1 - 100,000 sq. ft/Edu Fac -	Lot 1.2
Detention Facility -	Lot 1.3
Phase 2 - 140,000 sq. ft/Office -	Lot 1.1
Phase 3 - 166, 500 sq. ft/Office -	Lot 1.1
Phase 4 - 193,500 sq.ft/Office -	Lot 1.1
Phase 5 - 193,500 sq. ft/Office -	Lot 1.1; and

WHEREAS, the Weston Mill Corporate Center will utilize Route 1 access points located on property owned by Arken Realty, L.L.C. ("Arken") and designated on the North Brunswick Tax Maps as Lot 6.1, Block 252 (northbound access point) and owned by

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RECEIVED/RECORDED
MIDDLESEX COUNTY 03/10/95

FEE \$225.00

INSTRUMENT 325A

RETURN TO →

Prepared by:
R. Jeffrey Lanigan
Bureau of Major Access Permits

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

BK 4225PG001

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Johnson & Johnson ("J&J") and designated as Lot 28, Block 194 (southbound access point), which access points (and related private roadway system) currently serve properties owned by J&J (Lots 5.03, 6.2, Block 252 and Lots 20, 21, 28 and 29.03, Block 194), Arken (Lots 6.1 and 5.04, Block 252) and Permacel (Block 194, Lot 29.01) and serve the traffic volumes attributable to the existing uses on the J&J, Arken and Permacel lots as set forth on Schedule I attached hereto and made a part hereof; and

WHEREAS, the STATE intends to construct public improvements along Route 1; and

WHEREAS, the DEVELOPER has proposed to satisfy its obligation to make a fair share financial contribution toward the cost of improvements to the State highway system (i.e., Route 1 or otherwise) impacted by traffic attributed to the proposed development by constructing the certain mitigation improvements along Route 1 described in this Agreement under Department supervision and at no cost to the State; and

WHEREAS, the DEVELOPER's proposal for the mitigation improvements detailed in Part FIRST below is deemed fair and equitable by the STATE; and

WHEREAS, the Commissioner, under the powers vested in him by law and as set forth in N.J.S.A. 27:1A-5 and 27:7-21, has determined it to be in the STATE's best interest to enter into this Agreement;

NOW, THEREFORE, in consideration of the covenants contained herein, and pursuant to all federal, state, and local laws and ordinances, the DEVELOPER and the STATE agree as follows:

FIRST, the DEVELOPER agrees to:

A. COMMUNITY INVOLVEMENT -

1. Submit to the STATE's Case Manager, for review and approval, a program for community involvement that includes, at a minimum, the following:
 - a. Arrangement of and attendance at a public meeting, through the municipal planning board, to inform the public and all property owners within 200 feet of the proposed construction about the project. This requirement will be deemed satisfied if the DEVELOPER can demonstrate that it has

arranged and attended such a public meeting prior to the execution of this Agreement.

b. Preparation of a detailed mailing list of all persons affected by the project, including municipal, county, and state officials for a. above. This mailing list should include both transportation and environmental groups. All persons and organizations on the list should be notified at least 15 days prior to the scheduled public meeting.

c. Provision of suitable displays and handouts for the meeting in a. above.

2. Contact local authorities, including those in the Township of North Brunswick, and secure from those authorities and provide to the STATE, letters approving access, construction, and other related activities covered in this Agreement which will occur within their jurisdictions. This requirement will be deemed satisfied if the Developer submits a copy of the Resolution from the North Brunswick Township Planning Board approving the proposed Weston Mill Corporate Center development.

B. HIGHWAY IMPROVEMENTS - In lieu of a fair share financial contribution, construct in phases the highway improvements as shown in concept on the plan attached hereto and made a part hereof as Appendix A and as listed below, wherein the term "Site" shall be the Weston Mill Corporate Center. When each of the various phased improvements are complete and the State has issued a Certificate of Acceptance for each such improvement, the amount of the site occupancy served by each said improvement shall have State highway access from the shared access to Route 1 also identified on Appendix A. Appendix A is hereby made a part of this Agreement.

1. Construction Contract No. 1 - Prior to any site occupancy, construct a right in right out driveway opening facility in the vicinity of Route 1, Station 155+00 to Station 160+00. The driveway shall serve the subject site and the existing non-site buildings currently served by the existing access facility.

a. The ingress access shall be single lane with a minimum radius of 125 feet.

b. The egress access shall be single lane with a minimum radius of 125 feet.

The egress shall be a stop condition.

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- c. The DEVELOPER agrees to make every effort during the design of the driveway facility to maximize the weaving area between the existing Milltown Road interchange ramps and the site entrance.
 2. Construction Contract No. 2 - Prior to any site occupancy beyond a 100,000 square foot Educational Facility, or its equivalent in traffic using current ITE rates, construct a widening of Route 1 northbound from the vicinity of Station 142+20 to the vicinity of Station 169+00 to provide a fourth travel lane and an auxiliary lane, which improvements are consistent with the STATE'S Desirable Typical Section ("DTS") for this segment of Route 1.
 - a. The site ingress and egress shall have a minimum 125 foot radius and remain single lane.
 - b. The site egress shall be a stop condition.
 - c. The fourth travel lane shall be continuous from the vicinities of Station 140+00 to 169+00 including a standard lane drop transition with shoulder escape area. A 12' wide shoulder shall be provided from the vicinities of Station 144+00 to 147+00. The width of fourth travel lane shall be 15 feet adjacent to curbline or 12 feet adjacent to auxiliary lane or shoulder.
 - d. A 15 foot wide auxiliary lane shall be provided from the vicinity of Station 147+00 through 156+00 connecting the Milltown Road ramp and the site entrance. The DEVELOPER shall maximize this distance.
 - e. The Milltown Road entrance terminal in the vicinity of Station 147+00 shall be reconstructed to provide a smooth transition to the auxiliary lane in d. above.
 3. Construction Contract No. 3 - Prior to any site occupancy beyond a 100,000 foot Education Facility and 140,000 square feet of office space, or its equivalent in traffic using current ITE rates, construct a widening of the Route 1 bridge over the Raritan River Railroad on the northbound side to provide for the continuation of the fourth travel lane described in 2. above and a 12 foot wide shoulder. The proposed northbound Route 1 bridge section shall include the existing median width, four 12 foot wide lanes, a 12 foot wide shoulder and parapet and is consistent with the STATE's DTS for this segment of Route 1.

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a. The estimated hard cost of the bridge widening improvement, as approved by the STATE, shall be limited to the estimated fair share portion of the mitigation improvements identified as required for this stage. The estimated (1994) fair share hard cost is \$487,230.00. The term "hard cost" shall include only Clearing, Earthwork, Pavement, Culverts, Bridge items, Drainage, Incidental items, Landscape, Noise abatement and General items costs as described in the NJDOT all Design Units Memorandum "Construction Cost Estimates" Classification Number 2, dated July 26, 1994 and made a part of this Agreement by reference. All other costs are in addition to the above amount and include but are not limited to Lighting, Striping, Signs, Delineators, Maintenance of Traffic, Mobilization, Project schedule reports and other administrative tasks, Contingencies, Utility relocation, Preliminary Engineering fees, Permits, items not required by the STATE and all costs described elsewhere in this Agreement.

1. If reasonable construction of the bridge widening improvement described in 3. above is not underway by January 2, 1998, the above fair share hard cost shall be escalated in accordance with the escalation formula in the aforementioned All Design Units Memorandum. At the option of the DEVELOPER, the fair share hard cost may instead be recalculated at that time utilizing a method and prices approved by the STATE.
2. If the estimated hard cost of the bridge widening, as reviewed and approved by the STATE, exceeds the fair share hard cost by more than seven (7) percent (currently \$521,336.00); the DEVELOPER may recommend an alternate improvement which estimated hard cost is between \$453,124.00 and \$521,336.00 or as escalated. The alternate improvement must provide an equivalent capacity improvement and be whole, not requiring any additional improvements to operate.

3. If the fair share hard cost of the bridge widening exceeds the STATE approved estimated hard cost of the bridge widening by more than seven (7) percent, the DEVELOPER shall unconditionally forward the difference to the STATE prior to any roadway construction.
4. All cost estimates must be approved by the STATE. All estimates used for comparison must be for the same year using the same item prices and method.
 - b. The site egress shall be a stop condition unless the DEVELOPER submits and receives approval for a separate acceleration lane from the STATE.
4. Construction Contract No. 4 - Prior to any site occupancy beyond a 100,000 square foot Educational Facility and 306,500 square feet of office space, or its equivalent in traffic using current ITE rates, construct a widening of Route 1 southbound, consistent with the STATE'S DTS for this segment of Route 1, to provide:
 - a. A relocated roadway entrance facility from the vicinity of Station 153+00 to approximately Station 155+00.
 - b. Construct a 15 foot wide auxiliary lane from the vicinity of Station 146+00 to the relocated roadway entrance facility. The DEVELOPER shall maximize this distance.
 - c. A 12' foot wide shoulder between the existing roadway egress facility and the relocated roadway entrance facility.
 - d. A 15' foot wide standard length deceleration lane for the existing roadway egress in the vicinity of Station 158+00.
5.
 - a. In the event that part or all of the above mitigation improvements are constructed by the STATE or others prior to the initiation of construction by the DEVELOPER, the DEVELOPER shall propose, design and construct an alternate mitigation improvement for the corresponding phase of buildout. The alternative improvement shall be of equal construction

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cost, plus or minus seven (7) percent, and of an equivalent capacity improvement as reviewed and approved by the STATE.

- b. In lieu of a. above, the DEVELOPER may make a financial contribution in the amount of the estimated construction cost of the individual phase improvement in 1., 2. or 4. above or the hard cost of 3. above.

C. CONSTRUCTION DOCUMENTS - Prepare and submit to the STATE's Case Manager for review and acceptance complete and accurate right of way plans and documents and construction plans, specifications, and related documents, for improvements B.2, B.3 and B.4 above, in accordance with STATE standards and memorandum, dated December 10, 1991, amended December 23, 1991, and entitled "Phase Submission Requirements for Developer Projects", or its successor, unless otherwise directed by the STATE's Case Manager. The construction plans shall be prepared on mylar and be accompanied by supplementary specifications in accordance with STATE's Memorandum To All Design Units dated October 5, 1989, or its successor for both those items modified since the publication of "Standard Specifications for Road and Bridge Construction", New Jersey Department of Transportation, 1989, and those items not covered by the standard specifications. Structural drawings will be prepared in accordance with the 1987 NJDOT "Design Manual for Bridges and Structures" and subsequent revisions. Roadway plans will be prepared in accordance with the 1984 NJDOT "Design Manual - Roadway" and subsequent revisions.

Unless otherwise directed, the construction plans for improvements B.2, B.3 and B.4 shall be at scales indicated below and include, but not be limited to, the following:

1. Roadway
 - a. Key Map
 - b. Estimate of Quantities
 - c. Distribution of Quantities
 - d. Typical Sections (horizontal 1" = 5' and vertical 1" = 5')
 - e. Plan Sheet Index
 - f. Construction Plans (1" = 30')
 - g. Profiles (horizontal 1" = 50' and vertical 1" = 5')
 - h. Tie Sheets

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- i. List of Final Monumentation for horizontal and vertical control
 - j. Grading Plans
 - k. Landscape Plans
 - l. Method of Cross Sections
 - m. Cross Sections (1" = 10')
 - n. Earthwork Summary and Chart
 - o. Standard Construction Details
 - p. Specifications and Construction Bar Chart
 - q. Soil Erosion Control Plans
 - r. Stage Construction Plans
2. Other Roadway Documents
- a. Design Exception Report in accordance with the STATE's April 30, 1991 memorandum entitled "Guidelines for the Preparation of Design Exceptions"
 - b. Highway Sections
 - c. Construction Estimate (Quarterly)
 - d. Right of way plans and documents
3. Traffic
- a. Traffic Control Plans
 - b. Traffic Striping Plans
 - c. Traffic Sign Plans with Text Tabulation
4. Electrical
- If a highway or sign lighting system is required, design the lighting system in accordance with Section 11-03.7 of the STATE's "Design Manual - Roadway" and as amended.
- a. Electrical Plans for lighting and traffic signals
 - b. Electrical Details for lighting and traffic signals
5. Structural
- a. Phase 1
Bridge Sketches (8 1/2" x 11")

b. Phase 2

Preliminary plans shall include, but not limited to, the following for each structure:

- (1) General Plan & Elevation
- (2) Special Concepts
- (3) Design Appraisal Statement

c. Phase 3

Final contract plans and documents shall include, but not be limited, to the following for each structure:

- (1) Key Plan for Structures (only projects with more than one structure)
- (2) General Plan & Elevation
- (3) Abutment Plans
- (4) Pier Plans
- (5) Pile Footing Plans
- (6) Substructure Details
- (7) Framing Plan
- (8) Superstructure Details
- (9) Deck Sections
- (10) Joint Details
- (11) Staging Details
- (12) Utility Details
- (13) Drainage Details
- (14) Architectural Details
- (15) Other Details
- (16) Structural Specifications
- (17) Structural Estimate

d. Phase 4

Final Structural Estimate and Specifications for each structure:

- (1) Structural Specifications

- (2) Structural Estimate
- e. Design Exception Report in accordance with the STATE's April 30, 1991 memorandum entitled "Guidelines for the Preparation of Design Exceptions"
6. Three copies of a drainage system design report prepared for the STATE's review and approval. The report shall include all of the following that are appropriate:
 - a. Surface drain calculations and details
 - (1) Contributing areas for each water collection point
 - (2) Weighted runoff coefficients
 - (3) Rainfall intensity curve used
 - (4) Recurrence interval
 - (5) Q
 - (6) Receptor type at each water collection point
 - (7) Inlet spread and efficiency
 - (8) Bypass flow at each inlet
 - (9) Form DC-46 for pipe flow
 - (10) Narrative describing conformance with the "Design Manual-Roadway" Section 10-04 for open channel flow
 - (11) Flood routing calculations
 - (12) Basin hydrographs
 - (13) Outlet structure details
 - (14) Maximum water elevation in basin
 - (15) Riprap design
 - (16) Description of the connection between the proposed and existing downstream drainage systems
 - (17) Pre-development and post-development hydrographs at the connection point
 - (18) Easements, permanent and temporary for construction
 - b. Cross drain calculations and details:
 - (1) Type of cross drain

- (2) All information identified in the "Design Manual-Roadway" Section 10-01.3
- (3) Permit requirements
- (4) Narrative detailing the procedures followed during design

c. Plans:

- (1) A 100 or 30 scale plan showing contributing areas, the low point in each contributing area and weighted runoff coefficients
- (2) A 100 or 30 scale plan showing all existing and proposed drainage features including inlets, manholes, pipe sizes, channels, basins, outlet structures, headwalls, flared end sections, and the connection between the proposed and existing downstream drainage systems. Underground utilities should be shown including test pit results at proposed utility crossings.

7. The construction plans for improvement B.1 shall adhere to the checklist requirements for a standard driveway access permit, unless otherwise directed by the STATE'S Case Manager.

D. STATE SERVICE COST -

1. Pay to the STATE the total sum of \$76,328.00, which represents the cost including construction inspection overtime which the STATE anticipates incurring for review of plans, construction engineering and inspection services, legal costs associated with this Agreement, and the costs incurred by the STATE prior to the execution of this Agreement for concept, access application, and preliminary plan review and issuance of access permits. The total sum is based on a total design review duration of 8 months and total construction contract duration of 4 years and includes:
 - a. The actual wages earned by STATE employees (currently estimated to be \$40,000.00).
 - b. A percentage of all wages for benefits, additives, fringes and administrative costs at the rate currently estimated to be 88.32 percent or the actual rate at the time the cost is incurred (currently estimated to be \$35,328.00).

- c. Direct expenses associated with the project, including expenses associated with the recording of this Agreement (currently estimated to be \$1,000.00).
2. Acknowledge that the DEVELOPER has already advanced to the STATE the sum of \$3,750.00 in the form of fees associated with access applications and permits and a balance of \$72,578.00 currently remains.
3. Pay the balance set forth in D.2. above to the STATE as follows:
 - a. \$10,000.00 immediately upon execution of this agreement. This amount represents the total costs incurred by the STATE prior to execution of this agreement and not reimbursed by the DEVELOPER.
 - b. For the improvements described in B.1. above:
 1. \$1,750.00 upon submission of the construction drawings. This amount represents the total costs the STATE anticipates incurring, for the services mentioned in B.1. above, through the completion of the review of plans.
 2. \$250.00 prior to or at the time of the pre-construction meeting. This amount represents the total costs the STATE anticipates incurring for construction engineering and inspection services under B.1. above.
 - c. For the improvements described in B.2. above:
 1. \$10,732.00 upon submission of the construction drawings. This amount represents the total costs the STATE anticipates incurring, for the services mentioned in B.2. above, through the completion of the review of plans.
 2. \$4,600.00 prior to or at the time of the pre-construction meeting. This amount represents the total costs the STATE anticipates incurring for construction engineering and inspection services under B.2. above.
 - d. For the improvements described in B.3. above:
 1. \$21,464.00 upon submission of the construction drawings. This amount represents the total costs the STATE anticipates incurring,

for the services mentioned in B.3. above, through the completion of the review of plans.

2. \$9,200.00 prior to or at the time of the pre-construction meeting. This amount represents the total costs the STATE anticipates incurring for construction engineering and inspection services under B.3. above.

c. For the improvements described in B.4. above:

1. \$10,732.00 upon submission of the construction drawings. This amount represents the total costs the STATE anticipates incurring, for the services mentioned in B.4. above, through the completion of the review of plans.
2. \$4,600.00 prior to or at the time of the pre-construction meeting. This amount represents the total costs the STATE anticipates incurring for construction engineering and inspection services under B.4. above.

f. 1. The DEVELOPER may request the return of any unused funds in 3.b., c., d or e. above at least four months subsequent to the issuance of a Certification of Acceptance by the STATE for each associated improvement.

2. For 3.c., d. and e., the DEVELOPER may reduce the construction drawing funding submission for any of these phases of improvements by the amount remaining in the STATE's account for D.1. above provided the DEVELOPER does not request a return of unused funds for the previous phase of improvements under f.1. above and the STATE has issued a Certificate of Acceptance for all prior phases of improvements.

4. a. Acknowledge that the total sum stated in D.1. above assumes that construction of the fair share improvements will be initiated and completed in accordance with the dates set forth in Parts Third L. and M. The

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DEVELOPER further acknowledges that the total sum is only an estimate and may escalate due to increases in the duration of the design and/or construction phases of the fair share improvements as well as other factors. The DEVELOPER shall pay to the STATE the full actual costs incurred by the STATE in excess of the sum previously advanced by the DEVELOPER to the STATE in the event that the total amount advanced by the DEVELOPER is insufficient to cover the total actual cost incurred by the STATE. Payment shall be made within 30 days of billing by the STATE. The STATE shall return to the DEVELOPER any funds received in excess of the actual cost after the either DEVELOPER has satisfied all requirements of this Agreement or the DEVELOPER notifies the STATE's Case Manager, in writing, that the DEVELOPER intends to abandon its development.

- b. Submit all payments to the STATE's Cashier's Office at CN 600, Trenton, New Jersey, 08625.
5. Address all questions pertaining to the total costs incurred by the STATE to the Case Manager in the Bureau of Major Access Permits.
- E. JURISDICTION MAP - Provide a 100-scale jurisdictional limit map to the STATE's Case Manager for review by the STATE's Jurisdictional Control Unit. Provide a final plan on mylar.
- F. GEOTECHNICAL SERVICES - Perform the following geotechnical engineering services in accordance with the "Procedure for Consultants" of the STATE's Bureau of Geotechnical Engineering, dated January 1980:
1. Provide a geotechnical engineering report pertaining to soils, rock, and structural foundation engineering.
 2. Provide a pavement design report.
- G. UTILITY SERVICES - Coordinate the work of these fair share highway improvements with all utility companies involved and provide plans for utility relocation if necessary. All work shall comply with the "Procedures for Utility and Railroad Relocations for Developer Sponsored Projects", contained in Section 6 of the STATE's Memorandum to

All Design Units dated July 1, 1990. Utility agreements to cover necessary relocations and one set of utility relocation plans are to be prepared and forwarded to the STATE's Manager, Bureau of Utility and Railroad Engineering for approval prior to execution. Copies of the executed agreements shall be submitted to the STATE's Manager, Bureau of Utility and Railroad Engineering prior to beginning any construction within the STATE's ultimate right of way.

- H. ENGINEERING - Cause the engineering services to be performed or approved by an engineer licensed to practice in the State of New Jersey. No engineering services shall be provided by an engineer currently suspended or debarred by any federal or state agency.
- I. SURVEYING - Cause the field survey services to be performed or approved by a surveyor licensed to practice in the State of New Jersey. No field survey services shall be provided by a surveyor currently suspended or debarred by any federal or state agency.
- J. CONSTRUCTION CONTRACTORS - Cause all construction work within the STATE's ultimate right of way to be performed by contractors duly prequalified by the STATE for the type of work the contractors will be performing. Prequalification shall be achieved through the STATE's Bureau of Construction Services Procurement prior to the start of any construction.
- K. PERMITS - Obtain all necessary permits and certificates prior to any construction. The DEVELOPER is responsible for complying with all conditions of the permits.
- L. PRECONSTRUCTION NOTICE - Notify the STATE's Regional Construction Engineer, Region 3 Construction and the Bureau of Construction Engineering in writing at least four weeks prior to the commencement of construction. Submit a progress schedule for the work to be performed within the STATE's ultimate right of way for the scheduling of STATE inspections. Submit, for the STATE Resident Engineer's approval, a monthly progress report indicating percentage completion of that work.
- M. CONSTRUCTION - Cause the construction of the fair share highway improvements covered by this Agreement to be approved by the STATE. The construction will be in accordance with the plans and supplementary specifications prepared pursuant to C. above, and the "Standard Specifications for Road and Bridge Construction" New Jersey Department of Transportation, 1989.

- N. CONSTRUCTION STOPPAGE - Stop all work promptly within the STATE's ultimate right of way if so directed in writing by the STATE's Resident Engineer for reasonable cause, including, but not limited to, hazardous conditions, emergency situations, or improper work.
- O. CONSTRUCTION RESPONSIBILITY - Assume complete responsibility for all possession, occupancy, control and maintenance of those areas within the STATE's right of way, which are affected by the construction, until completion and final acceptance of the construction by the STATE.
- P. FIELD OFFICE - Provide a field office for use by STATE personnel as required by the specifications in C above.
- Q. CONSTRUCTION MATERIAL -
1. Cause all material used within the STATE's ultimate right of way to be provided by suppliers approved by the STATE for the type of material to be supplied.
 2. Submit to the STATE's Resident Engineer the following:
 - a. A materials questionnaire listing all sources of materials at least 45 days prior to the actual construction.
 - b. Bituminous concrete and portland cement concrete mix designs at least 45 days before bituminous concrete and portland cement concrete operations are to commence.
 - c. Notice at least 48 hours notice before bituminous concrete or portland cement concrete is placed.
 3. Notify the STATE's Resident Engineer at least 30 days prior to the fabrication of materials.
 4. Notify the STATE's Resident Engineer two weeks prior to installation of materials.
- R. SHOP DRAWINGS - Submit five sets of all shop drawings titled with the access permit number and stamped approved by the DEVELOPER's Engineer, to the STATE's Case Manager at CN 600, Trenton, New Jersey 08625, for approval and distribution.
- S. TRAFFIC INTERRUPTION - Maintain the uninterrupted flow of traffic on all STATE roadways affected by the construction, unless otherwise specified in the approved construction documents or by the STATE's resident engineer.

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- T. CHANGE OF PLAN - Notify the STATE in writing (Case Manager if prior to the commencement of construction or Resident Engineer if after the commencement of construction) if the DEVELOPER proposes any change with respect to the work shown in the approved plans and specifications. The DEVELOPER shall not cause any work to be started under a proposed change until the STATE's Case Manager has approved such change in writing.
- U. CONSTRUCTION INSPECTION - Recognize the STATE's right to inspect and test all materials and methods of construction on or over the STATE's ultimate right of way.
- V. CONSTRUCTION COMPLETION NOTICE - Notify the STATE's Resident Engineer, upon completion of construction, in order that the STATE may conduct a final inspection, and, if approved, accept that portion of the improvement within the STATE's right of way as part of the STATE's highway system.
- W. POST CONSTRUCTION RESPONSIBILITY - Assume or retain jurisdiction for highway maintenance and control of those areas improved by the DEVELOPER and outside of the STATE's right of way after completion and final acceptance by the STATE of the project.
- X. RIGHT OF WAY DEDICATION - Obtain then dedicate and convey to the STATE those lands and access rights needed for the aforesaid highway improvements upon completion of each construction contract and prior to the acceptance of construction work by the STATE. The DEVELOPER shall obtain and convey to the STATE sufficient lands to provide a minimum 15 foot wide border area, bounded on one side by the proposed edge of pavement, for all mitigation improvements in B. above. The dedication or conveyance of lands and access rights owned by the DEVELOPER in fee simple absolute shall be in fee simple absolute by bargain and sale deed with covenants against the grantor free and clear of all liens and encumbrances. The DEVELOPER shall furnish the STATE's Case Manager with a certificate of title setting forth that the STATE is vested with good and marketable title. Said certificate is to be issued by a title company authorized to do business in the State of New Jersey. The dedication or conveyance of land and access rights controlled by the DEVELOPER shall be such that the DEVELOPER conveys to the STATE all of the rights, title and interest possessed by the DEVELOPER. The DEVELOPER recognizes that the lands and access rights described above have value and

the DEVELOPER waives its right to receive compensation from the STATE for these lands and access rights. The DEVELOPER shall prepare all deeds for the conveyance of the lands and access rights described above and comply with the requirements set forth in N.J.A.C. 16:47-4.20.

- Y. AS-BUILT PLANS - Provide the STATE's Resident Engineer with one complete set of As-Built Plans on clear mylar upon completion of each construction. The key sheet of the as-built plans shall include a certification, signed by a professional engineer licensed to practice in New Jersey, stating that the project was constructed in substantial conformance with the plans and specifications, except for the modifications noted on the mylars. Forward said as-built plans to the STATE within four months of receiving a Certificate of Acceptance.
- Z. STANDARD PLAN SHEETS - Purchase master mylars for the following sheets from the Plan File, Drafting and Records Control section of the STATE's Bureau of Roadway Plans and Specifications:
 - 1. Key Sheet
 - 2. Estimate of Quantity Sheet
 - 3. Distribution of Quantity Sheet (without totals)
 - 4. Distribution of Quantity Sheet (with totals)
 - 5. Standard Construction Details
- AA. ADVERTISING - Erect no commercial advertising signs, billboards or any other structure, either during or after construction, within the STATE's ultimate right of way.

SECOND, the STATE agrees to:

- A. APPROVALS - Approve, if the requirements set forth in N.J.A.C. 16:47, the access permit and this Agreement are met, all plans, specifications, and documents submitted by the DEVELOPER.
- B. ACCESS TO STATE RIGHT OF WAY - Grant the DEVELOPER the right to enter upon the STATE's right of way in order to fulfill all terms of this Agreement.
- C. CONSTRUCTION INSPECTION - Join in the inspection of the work in progress as deemed necessary by the STATE.

- D. POST CONSTRUCTION RESPONSIBILITY - Assume responsibility for all possession, occupancy, control, and maintenance in those project areas within the STATE's ultimate right of way upon the STATE's acceptance of all construction work covered by this Agreement.
- E. BILLING - Bill the DEVELOPER for all costs to be incurred and fees required pursuant to the provisions of this Agreement.
- F. RECORDING - The STATE will cause this Agreement to be recorded in Middlesex County.

THIRD, both parties agree that:

- A. PAYMENT AND PERFORMANCE BONDS - The DEVELOPER shall furnish to the STATE after the STATE's approval of all designs and contract documents and before commencement of construction work on any construction contract, separate Payment and Performance Bonds or a Payment Bond and an irrevocable Letter of Credit in lieu of a Performance Bond for each construction contract in the larger amount of the following:
 - 1. The estimate of construction cost, as prepared by the DEVELOPER and as approved by the STATE, based on the said approved design and contract documents; or
 - 2. One hundred percent of the construction cost based on the awarded construction contract.

The DEVELOPER shall submit said Payment and Performance Bonds to the Executive Director of Regional Operations, Region #3, New Jersey Department of Transportation, Route 79 and Daniels Way, Freehold, New Jersey 07728. The Payment and Performance Bonds shall name the DEVELOPER as principal and the STATE as obligee and are to be held by the STATE until all work on the construction contract for the fair share highway improvement is completed and accepted by the STATE. After the STATE's acceptance of each of the fair share highway improvements, the STATE shall release the DEVELOPER from the Payment and Performance Bond or Letter of Credit relating to said improvements within 30 days provided the DEVELOPER has furnished the STATE with a Maintenance Bond.

This provision supersedes the Maintenance and Restoration Guarantee section of the access permit.

B. ESCROW - OBLIGATIONS TO THIRD PARTIES

1. After the STATE's approval of all designs and contract documents and before commencement of work on any construction contract, the DEVELOPER shall submit to the Escrow Agent (hereinafter defined) a sum of money to be held in escrow in an interest bearing account pending the STATE's acceptance of as-built plans and the close-out of each construction contract for a mitigation improvement awarded pursuant to this Agreement. The escrow funds are intended to secure the performance by the DEVELOPER of any obligations undertaken or commitments made by it to adjoining property owners and other third parties who may be impacted by the construction of a mitigation improvement. The amount held in escrow shall be based on the full dollar value of the awarded construction contract for the fair share highway improvements listed in Part FIRST B.
 - a. When the construction value is less than or equal to \$100,000, an amount equal to 10% of that value shall be placed in escrow.
 - b. When the construction value is greater than \$100,000 and less than or equal to \$500,000, \$10,000 plus an amount equal to five percent of the value exceeding \$100,000 shall be placed in escrow.
 - c. When the construction value is greater than \$500,000, \$30,000 plus an amount equal to 2 1/2% of the value exceeding \$500,000 shall be placed in escrow.
2. The DEVELOPER shall submit the required escrow funds to the Escrow Agent and the Escrow Agent shall notify the STATE upon its receipt of such funds.
3. After acceptance of each of the fair share improvements, the STATE, in its sole discretion, may draw upon remaining escrow funds to satisfy any financial obligations to third parties undertaken by the DEVELOPER that remain unsatisfied.
4. The Escrow Agent shall return unexpended escrow funds, plus accrued interest, to the DEVELOPER at the DEVELOPER's request no later than one year after the STATE'S acceptance of as-built plans for each of the completed improvements.

5. Attached hereto and made a part hereof as Appendix C is the Escrow Agreement between the DEVELOPER, the STATE and Sterns and Weinroth ("Escrow Agent"), the attorneys for the DEVELOPER.

C. POST CONSTRUCTION GUARANTEE -

1. The DEVELOPER guarantees to replace, for a period of one year after final acceptance of the construction work on any construction contract, all materials furnished that are not consistent with the terms and performance requirements of this Agreement, and make good the defects thereof which have become apparent before the expiration period of one year.

The DEVELOPER shall repair or make good the defects within 45 days from the date of service of written notification of the defect or commence curing the defect within 45 days if by its nature the defect cannot be cured within that time. The STATE may defer the commencement of the 45 day period until the onset of suitable weather in the event the notification is made during weather which precludes the work, pursuant to the "Standard Specifications for Road and Bridge Construction", New Jersey Department of Transportation, 1989. If the DEVELOPER fails to correct the defect within the aforesaid time, the STATE may elect to perform or have performed corrective work. If the STATE makes such an election, the DEVELOPER shall pay in advance to the STATE the amount of the costs the STATE estimates it will incur in curing the defect. Any costs incurred by the STATE in excess of the estimated costs shall also be paid by the DEVELOPER. Costs shall include but not be limited to those for labor and material or the contract price being paid to an independent contractor, together with any engineering fees and administrative costs. Payment shall be made within ten days of billing by the STATE. If the DEVELOPER does not make such payment, the STATE may draw upon the Maintenance Bond referred to in 2. below.

2. The DEVELOPER shall furnish to the STATE's Resident Engineer a Maintenance Bond in an amount equal to ten percent of the Performance Bond specified in A. above for each construction contract. Said Maintenance Bond shall remain in

effect for a period of one year after the work is completed and accepted by the STATE.

3. This provision supersedes the Maintenance and Restoration Guarantee section of the access permit.

D. BREACH - If the STATE determines that the DEVELOPER has breached any of the terms or conditions of this Agreement, it shall so notify the DEVELOPER, J & J, Artken and Permacel in writing by Certified Mail Return Receipt Requested and:

1. If the STATE, in its sole discretion, determines that the breach does not cause or threaten to cause a hazard, the DEVELOPER shall have 30 calendar days to correct the breach. During the 30 calendar day period, the STATE shall not obtain funds from the escrow account or make a demand against any letter of credit established pursuant to Part Third B; or
2. If the STATE, in its sole discretion, determines that the breach causes or may cause a hazard or that the DEVELOPER has failed to correct a nonhazardous breach within 30 calendar days, it shall so notify the DEVELOPER and its surety, and J & J, Artken and Permacel in writing. The STATE, in its sole discretion, may elect either to perform or have performed any work necessary to correct the breach or to require the DEVELOPER to take all steps necessary to immediately correct the breach. If the STATE requires the DEVELOPER to correct the breach and the breach is not remedied in a timely manner, as determined by the STATE, the STATE reserves the right to stop all work on the incompletd construction contract for the fair share highway improvement(s) and enter upon the Site to barricade or otherwise prevent the use of the portion of the Site relating to the incompletd construction contract and highway access by vehicles or pedestrians if, in the STATE's opinion, such use would be hazardous, however, the STATE may not prohibit access to the J & J, Artken and Permacel lots or to the portions of the Site for which the STATE has accepted mitigation improvements.

If the STATE elects to perform or have performed the corrective work, it may also perform or have performed the balance of the work remaining on the incompletd construction contract for the fair share highway improvement(s). In the event the

STATE performs or has performed the work, the DEVELOPER shall pay in advance to the STATE the amount of costs the STATE estimates it will incur in carrying out the actions authorized under this paragraph or the STATE will draw upon the escrow funds submitted to the STATE pursuant to Part Third B above, to offset the cost incurred.

Costs shall include, but not be limited to, those for labor and materials or the contract price paid to an independent contractor, together with any engineering fees and administrative costs. In the event actual costs exceed both any payment advanced by the DEVELOPER and the funds held in escrow, the DEVELOPER shall also pay the STATE in full, for the additional actual costs incurred. In the event the DEVELOPER does not or cannot correct the breach or pay for the STATE to correct the breach, the access permit associated with this Agreement shall expire. Nothing contained herein shall be construed to limit the right of the STATE to call upon the surety to complete the fair share highway improvements in the event of breach or to limit in any way the remedies of the STATE, and the STATE expressly reserves all other legal remedies it may have by reason of a breach hereof.

3. A breach of this agreement shall not negate the DEVELOPER's credit for previously completed and STATE accepted mitigation improvements made by the DEVELOPER. Any resolution of a breach of this agreement shall consider DEVELOPER completed and STATE accepted mitigation improvements outlined in Part First B. to be completed in accordance with this Agreement.
4. In the event the DEVELOPER proposes to cease additional development beyond a particular phase outlined in Part First B., the DEVELOPER shall notify the Bureau of Major Access Permits *in writing*. Such notification shall not be considered a breach of this Agreement.
 - a. The DEVELOPER shall not be made responsible for any phase improvement for which the DEVELOPER does not complete the associated site building-out in Part First B.

E. OFFICES -

1. The office of the DEVELOPER for the coordination of work involved in this Agreement is located at Princeton Pike Corporate Center, 1009 Lenox Drive, P. O. Box 6540, Lawrenceville, New Jersey 08648, or at such other address as designated by the DEVELOPER in writing. Mr. Frank Petrino of Sterns & Weinroth, located at 50 West State Street, Suite 1400, P. O. Box 1298, Trenton, New Jersey 08607-1298, Phone: (609)-392-2100, FAX: (609)-392-7956, is the agent authorized by the DEVELOPER to accept service of any legal process on behalf of the DEVELOPER.
2. The office of the STATE for the coordination of work involved in this Agreement, except during construction, is located at CN 600, Trenton, NJ 08625. The Case Manager is Mr. Frank S. Hellman, Phone: (609) 530-2501, FAX: (609) 530-2532. During construction, the office of the STATE for the coordination of the work involved in this Agreement is at the location noted in Part Third F. The Regional Construction Engineer is Mr. Michael Gross.
3. Notices required pursuant to Part THIRD D should be in writing and sent to J & J, Artken and Permacel as follows:

To J & J:

Johnson & Johnson
One Johnson & Johnson Plaza
New Brunswick, NJ 08933
Attn: Marianne Yorke, Director/Real Estate

To Artken:

Artken Realty, L.L.C.
c/o Alan R. Hammer, Esq.
Brach, Eicher, Rosenberg, Silver, Bernstein, Hammer & Gladstone
101 Eisenhower Parkway
Roseland, NJ 07068

To Permacel

Permacel
U.S. Highway No. 1
P.O. Box 671
New Brunswick, NJ 08903
Attn: Raymond E. Rawlins, Director/Human Resources and
Administration

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The addresses and the names of the persons or entities to whom notices are to be sent may be changed from time to time by such persons or entities, or by an assignee or successor of such persons or entities, by such persons or entities, or their respective assignee or successor, giving written notice of same to the STATE.

- F. EMERGENCY NOTICE - In the event of an emergency, oral notification shall be made to the Regional Construction Engineer, Region 3 located at Route 79 and Daniels Way, Freehold, New Jersey 07728, Phone: 908-308-4076.
- G. BUY AMERICAN - Subject to considerations of price, availability, quantity or quality the DEVELOPER shall comply with the provisions of N.J.S.A. 52:32-1 and N.J.S.A. 52:33-1 et seq."
- H. TRANSFER OF AGREEMENT - This Agreement shall be assignable without the written consent of the STATE provided that an Assignment and Assumption Agreement in a form approved by the STATE is recorded in the Middlesex County Clerk's Office, at which point the assignment of DEVELOPER's rights and the assumption of DEVELOPER's obligations shall be deemed effective. At the request of the DEVELOPER, the STATE shall promptly release all performance guarantees or maintenance guarantees (whether Bonds and/or Letters of Credit) and escrows posted by the DEVELOPER upon the delivery to the Commissioner of Transportation of replacement performance or maintenance guarantees and escrows by the person or entity that has assumed the DEVELOPER's obligations under this Agreement. The DEVELOPER shall provide the STATE with the name, address, contact person and phone number of the new entity that is assuming the DEVELOPER's obligations prior to such transfer.
 - I. The STATE shall not unreasonably withhold approval of an Assignment and Assumption Agreement.
- I. EQUAL EMPLOYMENT OPPORTUNITY - The provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq. (L. 1975, c. 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this Agreement

and are binding upon the DEVELOPER and the STATE. While performing the activities set forth in this Agreement, the DEVELOPER's contractors and subcontractors shall:

1. Not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. Except with respect to affectional or sexual orientation, the DEVELOPER's contractors and subcontractors shall take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DEVELOPER's contractors and subcontractors shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the STATE's Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause;
2. In all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER's contractors and subcontractors, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status affectional or sexual orientation, or sex;
3. Send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the STATE's Equal Employment Opportunity Officer advising the labor union or workers' representative of the DEVELOPER's contractors' and subcontractors' commitments under P.L. 1975, c. 127 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Comply with any regulations promulgated by the State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

5. Attempt in good faith to employ minority and female workers consistent with applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
6. Inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
7. Revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.
8. Review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status of sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal court decisions.

Provisions 4., 5., 6., 7., and 8. do not apply to contractors or subcontractors with four or fewer employees or contractors or subcontractors who have presented evidence of a federally approved or sanctioned Affirmative Action Program.

J. INDEMNIFICATION -

1. The DEVELOPER shall defend, indemnify, protect, and save harmless the STATE and its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatsoever kind or nature, including, but not limited to, personal injury claims, wrongful death claims, property damage claims, and contractual liability claims, arising out of or claimed to arise out of the performance of any services, actions, or operations by DEVELOPER or its employees, agents, servants, contractors and subcontractors only, in connection with this Agreement or any breach of this Agreement.

The DEVELOPER shall, at its own expense, appear, defend, and pay all charges for attorneys and all costs and other expenses arising from such suit or claim or incurred in connection therewith; and, if any judgment shall be rendered against the STATE in any such action, the DEVELOPER shall at his own expense satisfy and discharge the same.

The STATE shall, as soon as practical after a claim has been made against it, give written notice thereof to the DEVELOPER along with the full and complete particulars of the case. If suit is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the DEVELOPER every demand, complaint, notice, summons, pleading, or other process received by the STATE or its representatives.

It is expressly agreed and understood that any approval by the STATE of the services performed and/or reports, plans, or specifications provided by the DEVELOPER shall not operate to limit the obligations of the DEVELOPER assumed in this paragraph or in the other provisions of this Agreement.

Notwithstanding the foregoing, it is expressly understood and agreed that the DEVELOPER's indemnification obligations under and pursuant to this paragraph J.1. do not apply to suits, claims, losses, demands or damages arising solely out of the negligent or intentionally wrongful acts or omissions of the STATE or its employees, agents, servants, contractors and subcontractors.

2. The DEVELOPER shall obtain or cause the DEVELOPER's consulting engineer to carry errors and omissions, professional malpractice, and/or professional liability insurance necessary to protect the DEVELOPER's consulting engineer and the STATE from any liability arising out of any negligent act, error, or omission of the Consulting Engineer in the performance of professional obligations performed pursuant to the requirements of this Agreement, as well as comprehensive general liability insurance necessary to protect the DEVELOPER's consulting engineer and the STATE from any liability arising under subparagraph 1 above. The DEVELOPER shall also obtain comprehensive general liability insurance necessary to protect the DEVELOPER and the STATE from any liability arising

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from the performance of obligations pursuant to the terms of this Agreement. All comprehensive general liability insurance described in this subparagraph 2 shall specifically provide for coverage of the STATE as an additional insured, and shall provide for coverage at least as broad as the standard, basic unamended comprehensive general liability policy, and shall be endorsed to include broad form contractual liability coverage, independent contractors coverage and completed operations coverage. The insurance shall be in the amounts set forth in subparagraph 5 of this paragraph and in such policy forms as are approved by the STATE. The insurance shall be maintained in force by the DEVELOPER and its consulting engineer for at least one year after the acceptance of the fair share improvements by the STATE.

3. The DEVELOPER shall cause the DEVELOPER's contractors and their subcontractors to carry automobile liability insurance and workers' compensation insurance.
4. The DEVELOPER shall provide or cause its contractor to provide the STATE with valid certificates of insurance as evidence of coverage in accordance with the foregoing provisions. Such certificates of insurance shall specify that the insurance of the DEVELOPER and the DEVELOPER's consulting engineer is of the types and is in the amounts required in 5. below, and shall provide for 30 days notice in writing to the STATE prior to any cancellation, expiration, or non-renewal during the term the insurance is required in accordance with this Agreement. The DEVELOPER shall further be required to provide the STATE's Regional Construction Engineer with valid certificates of renewal of the insurance upon the expiration of the policies. All certificates and notices of cancellation or change shall be sent by certified mail to the STATE's Regional Construction Engineer. Upon request, the DEVELOPER shall furnish the STATE with a copy of each policy including the provisions establishing premiums.
5. The required minimum amounts of insurance covering the terms of this Agreement are:
 - a. General Comprehensive Liability Insurance: \$3,000,000.


- b. Professional Liability Insurance: \$1,000,000.
 - c. Automobile Liability Insurance: \$1,000,000.
 - d. Workers' Compensation Insurance: Amount required by law.
6. The DEVELOPER expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the DEVELOPER'S obligations assumed in this Agreement and shall not be construed to relieve the DEVELOPER of liability in excess of such coverage, nor shall it preclude the STATE from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- K. DISPUTE RESOLUTION - Any dispute arising out of this Agreement shall be resolved by the Commissioner of Transportation. However, neither party waives any of its rights at law or equity.
- L. AGREEMENT TERMINATION - The STATE shall terminate all rights conferred upon the DEVELOPER by this Agreement if, in the sole opinion of the STATE, reasonable construction of the fair share improvements are not underway as follows:
- 1. Driveway opening as described in part First B.1. before December 31, 1997.
 - 2. Improvements as described in part First B.2. before December 21, 1999.
 - 3. Improvements as described in part First B.3. before December 31, 2000.
 - 4. Improvements as described in part Firth B.4. before December 31, 2002.
- The STATE may, in its sole discretion, extend this time and during such extension all rights and obligations of the parties pursuant to this Agreement shall continue. The STATE shall not withhold an extension provided the DEVELOPER demonstrates by STATE accepted analysis methods, that the extended future conditions do not exceed the original analysis conditions such that additional mitigation is warranted. In the event of termination, the access permits shall also expire, pursuant to N.J.A.C. 16:474.3(k).
- M. CONSTRUCTION COMPLETION - The DEVELOPER shall complete all construction work within 1 year of initiating construction on any individual mitigation improvement in Part First B. The DEVELOPER shall obtain written direction by the STATE to proceed with each construction contract. The STATE shall not penalize the DEVELOPER or consider the DEVELOPER in breach of this agreement in the event that conditions clearly beyond the control of the DEVELOPER will not allow completion within one year.

- N. SIGNATOR AUTHORIZATION - The DEVELOPER shall supply the necessary corporate resolution authorizing the Corporation to enter into this Agreement and this Agreement shall not become effective or binding on either party until the resolution is provided and the Agreement is fully executed by the Commissioner of Transportation or the Commissioner's designee. The resolution shall be attached to and become part of this Agreement as APPENDIX B.
- O. ACCESS PERMIT - This Agreement is a condition of access permits A-1-3-0510-92 and A-1-3-0512-92 and together they represent the entire and integrated understanding between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. Nothing contained in this paragraph or elsewhere in this Agreement shall alter, supersede, or otherwise invalidate any access permit issued by the STATE, unless expressly provided for herein.
- P. STATE IMPROVEMENTS - The STATE, in entering into this Agreement, does not in any way limit its exclusive authority over all STATE owned rights of way (including any lands or interests therein dedicated to the STATE pursuant to this Agreement) and improvements of any nature constructed within the STATE's right of way or within other public rights of way under the STATE's jurisdiction. The STATE may, in its sole discretion, alter, add to, or eliminate any improvements undertaken pursuant to this Agreement if, at some future date, it determines that the public interest necessitates such alteration, addition, or elimination. The DEVELOPER understands and agrees that it has no right to the continued existence of the specific improvements constructed pursuant to this Agreement or the traffic patterns created thereby, regardless of any dedication, reimbursement or payment it makes to the STATE or any construction or service it undertakes pursuant hereto. The DEVELOPER further agrees that neither it, nor any individual or entity subject to DEVELOPER's influence or control, nor any successor in interest will make any claim against the STATE, if the STATE exercises its right to alter, add to, or eliminate such improvements or modify such traffic patterns. Notwithstanding the foregoing, nothing herein shall constitute a waiver of DEVELOPER's right to reasonable access or reasonable alternative access to and from the Site, as defined in N.J.S.A. 16:47, or its successor. It is further understood and agreed that nothing in this

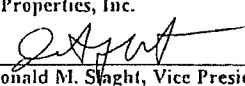
Agreement constitutes, or is intended to constitute, a waiver of DEVELOPER's rights to contest eminent domain proceedings related to the Site or to seek compensation for the taking of its property rights, except as permitted in Part FIRST, X. The terms of this paragraph shall survive the expiration or termination of this Agreement.

- Q. STAGED CONSTRUCTION CONTRACTS - Each construction contract for a multi-phased development or construction contracts which are corporally separate shall be considered separate construction contracts unless otherwise expressly provided for herein. For purposes of this agreement, legal process, accounting, design and construction, each construction contract shall be identified by its paragraph numeral in part First B.
- R. STATE COSTS - All work associated with this Agreement shall be performed at no cost to the STATE unless otherwise expressly provided for herein.
- S. RECITALS -- The recitals to this Agreement are incorporated herein and made a part hereof.

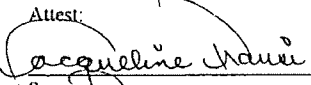
IN WITNESS WHEREOF, both parties have caused this instrument to be signed, attested to, and sealed.

Attest:


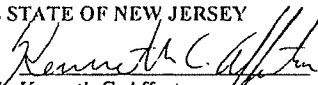
Gary N. Maietta, Assistant Secretary
Date: February 3, 1995

DKM Properties, Inc.
By: 

Donald M. Slaght, Vice President
APPROVED:
LEGAL COUNSEL

Attest:


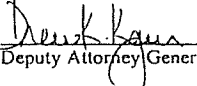
Secretary
Department of Transportation
Date: FEB 03 1995

THE STATE OF NEW JERSEY
By: 

Kenneth C. Afferton
Assistant Commissioner,
Design and Right of Way
Department of Transportation

The foregoing document has been reviewed and approved as to form

Attorney General of New Jersey
Date: 2/29/95

By: 

Deputy Attorney General

**TOTAL DRIVEWAY TRAFFIC VOLUMES
NORTHBOUND AND SOUTHBOUND ROUTE 1
J & J ACCESS DRIVEWAYS**

Revised: 1-23-95
12-9-94
12217

Based on ITE Trip Generation Manual Rates 5th Edition

(A)	Weston Mill Development	100,000 SF 693,000 SF	School Office
(B)	J&J Properties & Arken Properties	380,258 SF 125,901 SF 636,000 SF 1,000 SF 4,287 SF	Office Research Light Manufacturing Training Center Mechanical
(C)	Pernacei	62,000 SF 76,500 SF 110,000 SF	Office Warehouse Manufacturing

			Northbound Route 1 Access	Southbound Route 1 Access
AM Peak Hour	(A) (B) (C) Total	1,638 1,333 <u>312</u> 3,283	702 667 <u>156</u> 1,525	936 666 <u>156</u> 1,758
PM Peak Hour	(A) (B) (C) Total	1,697 1,308 <u>325</u> 3,330	703 654 <u>163</u> 1,520	994 664 <u>162</u> 1,810
Saturday Peak Hour	(A) (B) (C) Total	810 301 <u>66</u> 1,177	262 151 <u>33</u> 446	548 150 <u>33</u> 731
Weekday Daily	(A) (B) (C) Total	14,178 10,115 <u>2,016</u> 26,309	7,089 5,058 <u>1,008</u> 13,155	7,089 5,057 <u>1,008</u> 13,155
Saturday Daily	(A) (B) (C) Total	4,620 1,778 <u>408</u> 6,806	2,310 889 <u>204</u> 3,403	2,310 889 <u>204</u> 3,403

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Langan Engineering and Environmental Services

SCHEDULE I

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Weston Mill Driveway Traffic Volumes based on
ITE Trip Generation Manual Rates 5th Edition

100,000 SF Educational Facility (2,400 students)
University College (550)

693,000 Total SF General Office Building (710) based on summed totals of two
193,500 SF buildings, one 166,500 SF building, and one 140,000
SF building

AM PEAK HOUR

School	468	
Office		
140 K =	248	
166.5 K =	284	
2 @ 193.5 K = 319 x 2	638	
	1,638	Two-Way Trips

PM PEAK HOUR

School	584	
Office		
140 K =	238	
166.5 K =	271	
2 @ 193.5 K =	604	
	1,697	Two-Way Trips

SATURDAY PEAK HOUR

School	20% daily = 572	
Office		
140. K	50	
165.5 K	58	
193.5 K	65	
193.5 K	65	
	810	Two-Way Trips

WEEKDAY DAILY

School	5,684	
Office		
193.5 K x 2 =	4,622	
166.5 K x 1	2,063	
140. K x 1	1,809	
	14,178	Two-Way Trips

SATURDAY DAILY

School	3,120	
Office	1,500	
	4,620	Two-Way Trips

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Langan Engineering and Environmental Services

TABLE I
 FLOOR SPACE ALLOCATION
 FOR
 TRIP GENERATION PURPOSES*
 (BY TYPE OF USE)

USE	NORTHBOUND - I***	SOUTHBOUND - I	TOTAL
	Block 252, Lots 5.01-2 and 6-1**	Block 194, Lot 28	Block 194, Lot 20
	PERSONAL PRODUCTS PLANT BUILDINGS	J & J RESEARCH	"WEST WING"
OFFICE	131,000 ^a	187,200 ^b	12,058 ^c
RESEARCH (LABS)	---	40,800	10,101
LIGHT MANUFACTURING	636,000	---	---
TRAINING CENTER	---	---	---
MECHANICAL	---	---	4,287
TOTAL SQUARE FEET (S.F.)	767,000	228,000	26,446
			1,147,446

* Excludes Permacel.

** Does not include an approximate 10,000 S.F. powerhouse with six (6) employees.

*** Milltown Lots: Block 27, Lots 3D, 4, 5A, 5B, and 6A, and Block 61, Lot 2 adjoining the North Brunswick property.

Includes a 3,000 S.F. maintenance garage on the site that has not been used in the T.G. Rates

(a) Includes 23,000 & 11,000 S.F. of office space within the Light Manufacturing Area, respectively.

(b) Includes 167,200 S.F. of office space in Research facility.

(c) Includes 1,830 S.F. "modular space".

TRIP Project No. 4170.150

BX4225PG035

TABLE II - A
 PROJECTED LAND USES
 PEAK HOUR
 TRIP GENERATION RATES
 AM, PM, SAT PEAK HOURS

PEAK HOUR TRIP GENERATION RATES

LAND USE TYPES	AM			PM			SAT		
	IN	OUT	TOTAL	IN	OUT	TOTAL	IN	OUT	TOTAL
1. OFFICE (380,258 S.F.)	480	59	539	84	413	497	76	65	141
2. RESEARCH LABS (125,901 S.F.)	138	28	166	24	138	162	35	35	70
3. LIGHT MANUFACTURING (636,000 S.F.)	560	61	621	90	550	640	42	46	88
4. TRAINING* (1,000 S.F.)	4	1	5	1	5	8	1	0	1
5. MECHANICAL** (4,287 S.F.)	1	1	2	1	2	3	1	0	1
TOTALS	1183	150	1333	200	1108	1308	155	146	301

* General Office (ITE Code 710)
 ** (ITE Code 150). Average Rate

THP Project No. 4120.150

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TABLE II - B
 PROJECTED LAND USES
 24 - HOUR TRIP GENERATION RATES

LAND USE TYPES	WEEKDAY			SATURDAY		
	IN	OUT	TOTAL	IN	OUT	TOTAL
1. OFFICE (380,258 S.F.)	1,926	1,926	3,852	416	415	831
2. RESEARCH LABS (125,901 S.F.)	607	607	1,214	108	108	216
3. LIGHT MANUFACTURING (638,000 S.F.)	2,324	2,324	4,648	353	352	705
4. TRAINING* (1,000 S.F.)	22	21	43	11	10	21
5. MECHANICAL** (4,287 S.F.)	179	179	358	3	2	5
TOTALS	5,058	5,057	10,115	891	887	1,778

* General Office (ITE Code 710)
 ** (ITE Code 150). Average Rate

THP Project No. 4120.150

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TABLE III-A
PROJECTED
TRIP GENERATION RATES
BY BLOCK AND LOT

LAND USE TYPES	AM			PM			SAT		
	IN	OUT	TOTAL	IN	OUT	TOTAL	IN	OUT	TOTAL
1. Block 252, Lots 5.01-2 and 6-1									
OFFICE (131,000 S.F.)	165	20	185	29	142	171	26	22	48
LIGHT MANUFACTURING (638,000 S.F.)	560	61	621	90	551	641	43	46	89
TOTAL	725	81	806	119	693	812	69	68	137
2. Block 252, Lots 5.01-1 and 6-2									
OFFICE (50,000 S.F.)	63	8	71	11	54	65	10	9	19
RESEARCH LABS (75,000 S.F.)	82	17	99	14	82	96	21	21	42
TRAINING CENTER (1,000 S.F.)	4	1	5	1	5	6	1	0	1
TOTAL	149	26	175	26	141	167	32	30	62
3. Block 194, Lot 28									
OFFICE (187,200 S.F.)	237	29	266	41	203	244	37	32	69
RESEARCH LABS (40,800 S.F.)	45	9	54	8	45	53	11	11	22
TOTAL	282	38	320	49	248	297	48	43	91
4. Block 194, Lot 20									
OFFICE (12,058 S.F.)	15	2	17	3	13	16	2	2	4
RESEARCH LABS (10,101 S.F.)	11	2	13	2	11	13	3	3	6
MECHANICAL	1	1	2	1	2	3	1	0	1
TOTAL	27	5	32	6	26	32	6	5	11
GRAND TOTAL	1183	150	1333	200	1108	1308	155	146	301

THP Project No. 4120.15

BK4225PG038

TABLE III-B
PROJECTED
24 - HOUR TRIP GENERATION RATES
BY BLOCK AND LOT

LAND USE TYPES	WEEKDAY			SATURDAY		
	IN	OUT	TOTAL	IN	OUT	TOTAL
1. Block 252, Lots 5.01-2 and 6-1						
OFFICE (131,000 S.F.)	874	874	1348	148	146	292
LIGHT MANUFACTURING (638,000 S.F.)	2324	2324	4648	353	352	705
TOTAL	2998	2998	5996	499	498	997
2. Block 252, Lots 5.01-1 and 6-2						
OFFICE (50,000 S.F.)	250	250	500	54	54	108
RESEARCH LABS (75,000 S.F.)	364	364	728	65	65	130
TRAINING CENTER (1,000 S.F.)	22	21	43	11	10	21
TOTAL	636	635	1271	130	129	259
3. Block 194, Lot 28						
OFFICE (187,200 S.F.)	944	944	1888	204	203	407
RESEARCH LABS (40,800 S.F.)	194	194	388	34	34	68
TOTAL	1138	1138	2276	238	237	475
4. Block 194, Lot 20						
OFFICE (12,058 S.F.)	58	58	116	12	12	24
RESEARCH LABS (10,101 S.F.)	49	48	98	9	9	18
MECHANICAL	179	179	358	3	2	5
TOTAL	286	286	572	24	23	47
GRAND TOTAL	5058	5057	10115	891	887	1778

THP Project No. 4120.15

BK4225PG039

PERMACEL

12-9-94

DRIVEWAY TRAFFIC VOLUMES

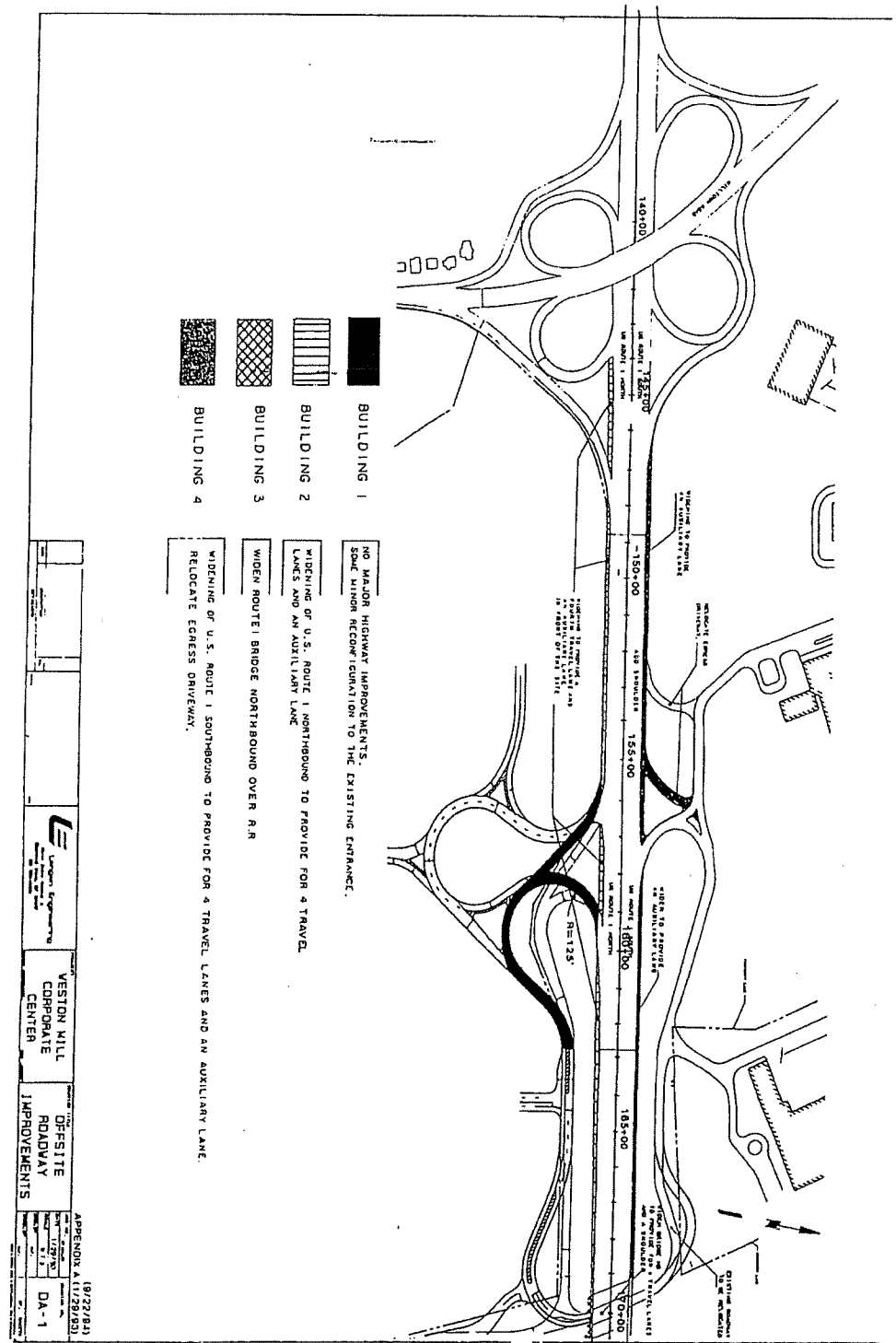
Based on ITE Trip Generation Manual Rates, 5th Edition





	62,000 SF 76,500 SF 110,000 SF	Office Warehouse Manufacturing	
AM Peak Hour	Office Warehouse Manufacturing TOTAL	132 108 <u>72</u> 312	Two-way trips
PM Peak Hour	Office Warehouse Manufacturing TOTAL	131 112 <u>82</u> 325	Two-way trips
Saturday Peak Hour	Office Warehouse Manufacturing TOTAL	26 9 <u>31</u> 66	Two-way trips
Weekday Daily	Office Warehouse Manufacturing TOTAL	978 624 <u>414</u> 2,016	Two-way trips
Saturday Daily	Office Warehouse Manufacturing TOTAL	151 93 <u>164</u> 408	Two-way trips





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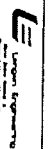
BK 4 2 2 5 P G 0 4 0

Langan Engineering and Environmental Services



-  BUILDING 1
-  BUILDING 2
-  BUILDING 3
-  BUILDING 4

-  NO MAJOR HIGHWAY IMPROVEMENTS. SOME MINOR RECONSTRUCTION TO THE EXISTING ENHANCE.
-  WIDENING OF U.S. ROUTE 1 NORTHBOUND TO PROVIDE FOR 4 TRAVEL LANES AND AN AUXILIARY LANE.
-  WIDEN ROUTE 1 BRIDGE NORTHBOUND OVER R.R.
-  WIDENING OF U.S. ROUTE 1 SOUTHBOUND TO PROVIDE FOR 4 TRAVEL LANES AND AN AUXILIARY LANE. RELOCATE EGRESS DRIVEWAY.

		VESTON MILL CORPORATE CENTER	
LOGAN ENGINEERS		OFF-SITE ROADWAY IMPROVEMENTS	
DATE	BY	APP. NO.	DA-1
9/22/83			
APPENDIX A (11/29/83)			

BK 4225 PG 041

APPENDIX A

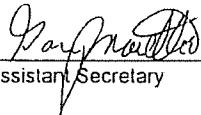
Appendix B

RESOLUTIONS OF THE BOARD OF DIRECTORS
OF
DKM PROPERTIES, INC.

BE IT RESOLVED, that the Developer's Agreement dated as of February 3, 1995 by and between DKM Properties, ~~Inc.~~^{Corp.} (the "Corporation") and the State of New Jersey/Department of Transportation in connection with the Weston Mills Corporate Center (the "Agreement") attached herelo be and it hereby is approved and ratified on the terms contained therein, provided that the officers executing the Agreement are empowered and authorized to negotiate such other or different reasonable terms and conditions as such officers shall deem appropriate; and it is further

RESOLVED, that the appropriate officers of the Corporation be and they hereby are authorized, empowered and directed to make, execute and deliver all necessary papers and documents and to take all such further action as necessary in order to effectuate the foregoing.

I, Garey N. Maietta, Assistant Secretary of DKM Properties, ~~Inc.~~^{Corp.}, CERTIFY that the foregoing is a true copy of resolutions as they appear in the records of the Corporation and were duly and legally adopted by the Board of Directors of the Corporation, and that they have not been modified or rescinded and remain in full force and effect as of the date hereof.



Assistant Secretary

Dated: February 3, 1995

BK 4 225 PG 042

2/2/95

APPENDIX C

FOR REFERENCE ONLY

ESCROW AGREEMENT

THIS AGREEMENT, made as of the 3rd day of February, 1995, by and between DKM PROPERTIES, INC., a New Jersey Corporation, having an address of 1009 Lenox Drive, P.O. Box 6540, Lawrenceville, New Jersey 08648, hereinafter referred to as the "DEVELOPER," the STATE OF NEW JERSEY, acting through its agent the Commissioner of the Department of Transportation having an address of 1035 Parkway Avenue, CN 600, Trenton, New Jersey 08625 (hereinafter referred to as the "STATE") and STERNS & WEINROTH, a Professional Corporation, having an address of 50 West State Street, Suite 1400, Suite 1400, P.O. Box 1298, Trenton, New Jersey 08607-1298 (hereinafter referred to as "Escrow Agent").

WITNESSETH:

WHEREAS, the DEVELOPER and the STATE have entered into a Developer's Agreement (Job Number 1202-501) dated as of the 3rd day of February, 1995 (hereinafter referred to as the "Developer's Agreement") with regard to roadway improvements to be constructed along Route 1 as described in Part FIRST, Paragraphs B.1, B.2, B.3 and B.4 and Appendix A of the Developer's Agreement (collectively hereinafter referred to as the "Projects"); and

WHEREAS, pursuant to Part THIRD, Paragraph B of the Developer's Agreement, the DEVELOPER has agreed to establish escrow bank accounts and to deposit certain escrow funds therein (hereinafter referred to as "Escrow

BK4225PG043

Funds"), which Escrow Funds are intended to secure the performance by the DEVELOPER of any obligations undertaken or commitments made by it to adjoining property owners or other third parties who may be impacted by the construction of a Project; and

WHEREAS, the DEVELOPER and the STATE have agreed to enter into an agreement whereby the Escrow Funds required for each Project will be deposited in separate interest-bearing trust accounts that will be established by the Escrow Agent for the benefit of the STATE and where the interest earned on the Escrow Funds and any unexpended Escrow Funds shall belong to the DEVELOPER;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be bound hereby, the DEVELOPER, the STATE, and the Escrow Agent hereby agree as follows:

1. Prior to commencing work on a construction contract for each of the Projects, and in accordance with the terms of the Developer's Agreement, the DEVELOPER shall deliver to the Escrow Agent a check for the amount of the required Escrow Funds for such Project as calculated pursuant to Part THIRD, Paragraph B.1.

2. The Escrow Agent shall, immediately upon receipt of Escrow Funds, deposit same in an interest-bearing trust account. The Escrow Agent shall provide the DEVELOPER and the STATE with written notification of the

name and address of the bank or institution wherein the money is deposited and the account number. A separate interest bearing trust account shall be established for each Project.

3. During the term of this Agreement, the STATE shall be the only entity entitled to the Escrow Funds. The Escrow Funds shall be under the exclusive control of the STATE until such time as the DEVELOPER has satisfied all requirements of the Developer's Agreement applicable to Part THIRD, Paragraph B.4.

4. Withdrawals of all or any portion of the Escrow Funds shall only be made when the STATE authorizes its employee, Director, Division of Accounting and Auditing, Department of Transportation to make said request for withdrawal. Upon receipt from the STATE of a written request and a copy of all cost summaries for obligations to third parties undertaken by the DEVELOPER which remain unsatisfied and for which the STATE seeks payment, the Escrow Agent shall remit within three (3) business days said requested payment, in the form of an Attorney Trust Account check, to the New Jersey Department of Transportation Cashier's Office at 1035 Parkway Avenue, Trenton, New Jersey 08625 in accordance with the terms of Part THIRD, Paragraph B.3. of the Developer's Agreement. The STATE shall then use the Escrow Funds to perform the DEVELOPER's obligations with regard to third parties.

5. In the event that the Escrow Funds deposited with the Escrow Agent for each Project exceed the total amounts paid and/or due to third parties,

BK4225PG045

the unexpended Escrow Funds, plus all interest earned thereon, shall be returned to the DEVELOPER no later than one year after the STATE's acceptance of as-built plans for each completed Project and the Escrow Account for each such Project closed after written confirmation from the STATE is received by the Escrow Agent stating that the DEVELOPER had satisfied all requirements of Part THIRD, Paragraph B of the Developer's Agreement. Thereafter, the Escrow Agent shall have no further responsibility or obligations with regard to that Escrow Account pursuant to this Agreement. The Escrow Agreement shall provide the STATE with written notification of all payments made to the DEVELOPER.

6. All notices to the Escrow Agent shall be mailed to the attention of:

Frank J. Petrino, Esq.
Sterns & Weinroth
50 West State Street
Suite 1400
P.O. Box 1298
Trenton, New Jersey 08607-1298.

or at such other address as designated by the Escrow Agent in writing. All notices to the DEVELOPER shall be mailed to the attention of:

Gary N. Maietta, Esq.
DKM Properties, Inc.
Princeton Pike Corporate Center
1009 Lenox Drive
P.O. Box 6540
Lawrenceville, New Jersey 08648.

or at such other address as designated by the DEVELOPER in writing. All notices to the STATE shall be mailed to the attention of:

BK 4 2 2 5 P G 0 4 6

Frank S. Hellman, P.E.
N.J. Department of Transportation
CN 600
Trenton, New Jersey 08625.

or to such other person or at such other address as may be hereinafter designated by the STATE in writing.

7. Escrow Agent shall be under no obligation to deliver any instrument or documents to a court or take any other legal action in connection with this Agreement or towards its enforcement, or to appear in, prosecute or defend any action or legal proceeding which, in Escrow Agent's opinion, would or might involve it in any cost, expense, loss or liability unless, as often as Escrow Agent may require, Escrow Agent shall be furnished with security and indemnity reasonably satisfactory to it against all such costs, expenses, losses or liability.

8. Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for any mistake of fact or law, and is released and exculpated from all liability hereunder except for willful misconduct or gross negligence.

9. Escrow Agent's obligations hereunder shall be as a depository only, and Escrow Agent shall not be responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of any notice, written instructions or other instrument furnished to it or deposited with it, or for the form of execution of any thereof, or for the identity or authority of any person depositing or furnishing same.

BK4225PG047

10. Escrow Agent shall not have any duties or responsibilities except those set forth in this Escrow Agreement and shall not incur any liability in acting upon any signature, notice, request, waiver, consent, receipt or other paper or document believed by it to be genuine, and Escrow Agent may assume that any person purporting to give any notice or advice on behalf of any party in accordance with the provisions hereof has been duly authorized to do so. The DEVELOPER shall indemnify and agree to hold and save Escrow Agent harmless from and against any and all loss, damage, cost or expense Escrow Agent may suffer or incur as Escrow Agent hereunder unless caused by its gross negligence or willful default.

11. The terms and provisions of this Agreement shall create no right in any person, firm or corporation other than the parties hereto and their respective successors and permitted assigns, and no third party shall have the right to enforce or benefit from the terms hereof.

12. The parties agree that notwithstanding Escrow Agent's role hereunder, or any subsequent dispute related to the Developer's Agreement or Escrow Funds, Escrow Agent may continue to represent the DEVELOPER as legal counsel in connection with the Developer's Agreement and otherwise. Escrow Agent has executed this Agreement solely in order to confirm that Escrow Agent will hold Escrow Funds pursuant to the provisions of this Escrow Agreement.

13. The DEVELOPER and STATE agree to sign such written instructions to Escrow Agent as may be necessary to cause disbursement of the Escrow Funds pursuant to the terms of the Developer's Agreement and this Escrow Agreement.

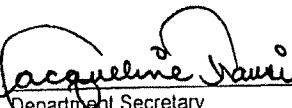
14. The Recitals to this Agreement are incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date first above written.

ATTEST:

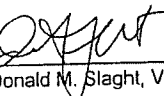
By: 
Gary N. Maietta, Assistant Secretary

ATTEST:

By: 
Department Secretary
Department of Transportation

ATTEST:


DKM PROPERTIES, INC.

By:  (SEAL)
Donald M. Slaght, Vice President

APPROVED:

LEG.

THE STATE OF NEW JERSEY

By:  (SEAL)
Kenneth C. Affron
Assistant Commissioner,
Design and Right of Way
Department of Transportation

ESCROW AGENT:
STERN & WEINROTH

By: _____
Frank J. Petrino, a Vice-President

BK 4225 PGO 49

ATTACHMENT I

STATE OF NEW JERSEY :

County of Mercer : ss

On this ^{3rd February} day of 1995, before me, a Notary Public of the State of New Jersey, personally appeared Kenneth C. Afferton Assistant Commissioner
(NAME) Design and Right of Way - N.J. DOT (TITLE)

State of New Jersey, Department of Transportation, who acknowledged that he signed and had sealed and delivered the foregoing Agreement as his voluntary act and deed and as the voluntary act and deed of the State of New Jersey.

Jacqueline Trausi
Notary Public of New Jersey

JACQUELINE TRAUSS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 19, 1998

BK4225PG050

ATTACHMENT 2

STATE OF NEW JERSEY :
: ss
COUNTY OF MERCER :

I CERTIFY that on February 7, 1995, Garey N. Maietta, personally came before me and this person acknowledged under oath, to my satisfaction, that

- (a) this person is the Assistant Secretary of DKM Properties, Inc., the corporation which signed the foregoing Developer Agreement;
- (b) this person is the attesting witness to the signing of the foregoing Agreement by the corporate officer who is Donald M. Slaght, the Vice President of the corporation;
- (c) the foregoing 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 was affixed to the foregoing Agreement; and
- (e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to
before me on February 7, 1995

Janet D. Persons

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

Garey N. Maietta

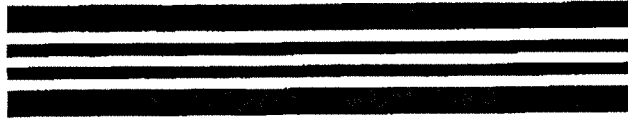
(signature of attesting witness)

Garey N. Maietta

(printed name of attesting witness)

BK 4225PG051

END OF DOCUMENT



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P O BOX 675
N B
NJ 08903

Index DEED BOOK

Book 05404 Page 0730

No. Pages 0007

Instrument DEED W/O ABSTRA

Date : 11/03/2004

Time : 3:49:08

Control # 200411031062

INST# DE 2004 024681

DKM PROPERTIES CORP.

Employee ID DALALB

RECORDING	\$	50.00
DARM	\$\$	18.00
NJPRPA	\$\$\$	12.00
- - - - -	\$\$\$	.00
	\$\$\$	.00
	\$\$\$	.00
	\$\$\$	.00
	\$\$\$	.00
	\$\$\$	.00
	\$\$\$	.00
Total:	\$	80.00

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

ELAINE FLYNN
COUNTY CLERK



200411031062



Cover sheet is part of Middlesex County filing record

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HEREUNDER BY BOOK AND
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BOOK AND PAGE NUMBER
ABOVE.

B05404P-730

Record & Return/TE 2754
32705
TRANS-COUNTY TITLE AGENCY, L.L.C.
P.O. Box 675
New Brunswick, NJ 08903

RECORDED
ELAINE M. FLYNN
MIDDLESEX CTY CLERK

2004 NOV -3 PM 3: 52

**ASSIGNMENT AND ASSUMPTION
OF DEVELOPER AGREEMENT**

BOOK # _____
PAGE# _____
OF PAGES _____

THIS ASSIGNMENT AND ASSUMPTION made this 25th day of October, 2004 by and between **DKM Properties Corp.**, a corporation of the State of New Jersey whose address is c/o the Gale Company, 100 Campus Drive, Suite 200, Florham Park, NJ 07932 (the "Assignor") and 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 ("Assignee").

RECITALS

A. Assignor and the State of New Jersey, Department of Transportation ("NJDOT") are parties to a certain Developer Agreement, Highway Access Permits A-1-3-0510-92 and A-1-3-0512-92 (the "Developer Agreement") dated February 2, 1995 and recorded with the Middlesex County Clerk's Office in Book 4225, at Page 1 et seq., relating to certain real property (the "Property"), at that time, designated on the North Brunswick Tax Maps as Block 252, Lots 1.1, 1.2 and 1.3;

B. Assignor and Assignee along with DKM-Atlantic Two Corp ("DKM-2"), and Middlesex County (the "County") have entered into a certain Agreement to Purchase and Sell Real Estate (the "Sales Agreement") dated as of April 26, 2004 whereby Assignor and DKM-2 have agreed to convey and Assignee and the County have agreed to acquire all of Assignor's right, title and interest in and to the Property;

C. The first phase of development (i.e. 100,000 sq. ft. of educational facility space) as contemplated by the Developer Agreement and the highway improvements required in connection therewith were completed prior to the date hereof;

D. Pursuant to the Sales Agreement, the portion of the Property to be designated as Lot 1.03 and Lot 1.06 will be conveyed to NJEDA (the "NJEDA Property") and the portion of the Property to be designated as Lot 1.05 will be conveyed to the County (the "County Property");

E. By Highway Access Permit No. LS-1-C-0021-2004 & LS-1-C-0022-2004 NJDOT did on October 20, 2004 approve the subdivision of the Property;

F. The Developer Agreement anticipates that the second, third and fourth phases of development of the Property would be for office space; and

G. Assignee plans to develop the NJEDA Property as research and development space and related uses instead of office space and, in connection therewith, plans to request that NJDOT renegotiate the terms of the Developer Agreement to better fit development of the NJEDA Property as research and development space.

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 Developer 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 NJEDA Property by Assignor to Assignee pursuant to the Sales Agreement. From and after the date of this Assignment, Assignee shall hold, have and enjoy all of the rights, title and privileges as developer under the Developer Agreement.

2. Assumption by Assignee. Assignee does hereby assume all of the rights, obligations and duties of the Assignor under the Developer Agreement. Subject to Paragraph 3 below, Assignee does for every purpose and forever release and relieve Assignor from every obligation and duty of Assignor as developer under the Developer Agreement.

3. Phase I Development. Assignor hereby represents and affirms to Assignee that to the best of Assignor's actual knowledge: (i) the developer obligations for Phase 1 - 100,000 square feet/Educational Facility as set forth in and required by the Developer Agreement have been successfully completed; and (ii) Assignor has not received any notice of violation or defect relative to such developer obligations which have not been cured or satisfied.

4. No Assignment to or Assumption by the County. Notwithstanding that the County is purchasing the County Property, Assignor does not assign to the County any right, title or interest in the Developer Agreement and the County does not assume any obligation or duty under the Developer Agreement. As between Assignor and Assignee, the County is hereby relieved of all obligations under the Developer Agreement or any amendments thereto.

5. 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 Developer Agreement as of the date first written above.

ATTEST:

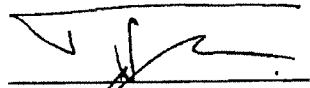
DKM PROPERTIES CORP., Assignor

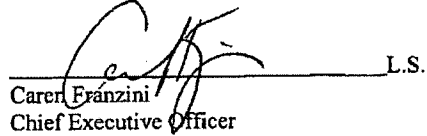

Anita Marvulli


Marc Feldman L.S.

ATTEST:

NEW JERSEY ECONOMIC
DEVELOPMENT AUTHORITY,
Assignee


Timothy J. Lizura
Director, Real Estate Division


Carol Franzini L.S.
Chief Executive Officer

The State of New of New Jersey, Department of Transportation joins in this Assignment and Assumption Agreement solely for the purpose of confirming its approval of the assignment of the Developer Agreement from Assignor to Assignee as set forth in the above Assignment and Assumption of Developer Agreement.

ATTEST:

THE STATE OF NEW JERSEY,
DEPARTMENT OF TRANSPORTATION

_____ L.S.
F. Howard Zahn

Approved as to Form:

Debbie J. Thompson
Deputy Attorney General

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

ATTEST:

DKM PROPERTIES CORP., Assignor

_____ L.S.

ATTEST:

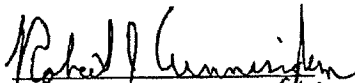
NEW JERSEY ECONOMIC
DEVELOPMENT AUTHORITY,
Assignee

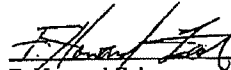
_____ L.S.
Caren Franzini
Chief Executive Officer

The State of New of New Jersey, Department of Transportation joins in this Assignment and Assumption Agreement solely for the purpose of confirming its approval of the assignment of the Developer Agreement from Assignor to Assignee as set forth in the above Assignment and Assumption of Developer Agreement.

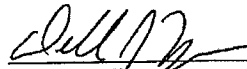
ATTEST:

THE STATE OF NEW JERSEY,
DEPARTMENT OF TRANSPORTATION


ROBERT J. CUNNINGHAM


F. Howard Zahn L.S.

Approved as to Form:


Debbie J. Thompson
Deputy Attorney General

[ACKNOWLEDGMENTS]

STATE OF NEW JERSEY :
: SS
COUNTY OF Walden :


BE IT REMEMBERED, that on this 25 day of October, 2004, before me, the subscriber, Stephen J. Cury, Attorney at Law of New Jersey, personally appeared Marc Feldman, the Vice President of DKM Properties Corp. who, I am satisfied, is the person named in and who executed the within Assignment and Assumption of Developer Agreement, was duly authorized to sign the within Assignment and Assumption of Developer Agreement as the Assignor, and thereupon acknowledged that (s)he signed and delivered the same as the act and deed of said corporation, for the uses and purposes therein expressed.



Stephen J. Cury
Attorney at Law of New Jersey

STATE OF NEW JERSEY :
: SS
COUNTY OF MERCER :

BE IT REMEMBERED, that on this 25th day of October, 2004, before me, the subscriber, Edward G. Pillsbury, Attorney at Law of New Jersey, personally appeared Caren S. Franzini, the Chief Executive Officer 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 Developer Agreement, was duly authorized to sign the within Assignment and Assumption of Developer Agreement as the Assignee, and thereupon acknowledged that she signed and delivered the same as her act and deed, for the uses and purposes therein expressed.



Edward G. Pillsbury,
Attorney at Law of New Jersey



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NJ 08903

Index DEED BOOK

Book 05404 Page 0737

No. Pages 0006

Instrument DEED W/O ABSTRA

Date : 11/03/2004

Time : 3:49:08

Control # 200411031070

INST# DE 2004 024682

NORTH BRUNSWICK TOWNSHIP OF

Employee ID DALALB

RECORDING	\$	45.00
DARM	\$	15.00
NJRPFA	\$	10.00
- - - - -	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	70.00

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

ELAINE FLYNN
COUNTY CLERK



200411031070



Cover sheet is part of Middlesex County filing record

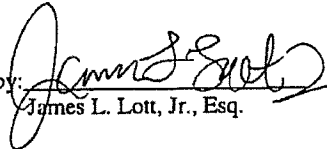
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PAGE NUMBER, USE THE
BOOK AND PAGE NUMBER
ABOVE.

B05404P-737

Record & Return TC 32754
32755
TRANS-COUNTY TITLE AGENCY, L.L.C.
P.O. Box 675
New Brunswick, NJ 08903

Prepared by: 
James L. Lott, Jr., Esq.

RELEASE

This Release by the **TOWNSHIP OF NORTH BURNSWICK**, a municipal corporation of the State of New Jersey, with an office at 710 Hermann Road, North Brunswick, New Jersey 08902 (hereinafter the "Township") is hereby granted on this 13th day of September, 2004.

WITNESSETH:

WHEREAS, DKM Properties Corp., a New Jersey corporation (hereinafter called "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 1.01, 1.03 and 1.1 in Block 252, currently known as Lots 1.3 and 1.4 in Block 252 (hereinafter, Lots 1.3 and 1.4 are called the "DKM Property"); and


WHEREAS, DKM obtained subdivision and site plan approval for the DKM Property from the Zoning Board of Adjustment of the Township of North Brunswick by resolution dated August 10, 1994; and

WHEREAS, DKM entered into a Developer's Agreement with the Township dated December 20, 1994 and, in accordance with the Developer's Agreement, posted Performance Bonds in connection with the phased development of the property; and

WHEREAS, certain phases development have been completed and Performance Bonds securing completion of certain off-tract improvements related to such phases have been released; and

B05404P-738

RECORDED
ELAINE M. FLYNN
MIDDLESEX CITY CLERK
2004 NOV -3 PM 3:52
BOOK # _____
PAGE# _____
OF PAGES _____



WHEREAS, DKM is currently under contract to sell the undeveloped remainder of the property. A portion will be sold to the County of Middlesex for open space and a portion will be sold to the New Jersey Economic Development Authority for development of a technology center. The remainder of the approved development proposal that is the basis for the Developer's Agreement and Performance Bonds will never be constructed; and

WHEREAS, the Developer's Agreement and Performance Bonds impose certain continuing obligations on DKM as the owner of the DKM Property; and

WHEREAS, in light of the pending sale of the DKM Property and the fact that the remainder of the approved development proposal that is the basis for the Developer's Agreement and Performance Bonds will never be constructed, the Township has agreed to fully and finally release DKM and its successors and assigns from any and all obligations arising under the Developer's Agreement; and

WHEREAS, the Township has agreed to fully and finally release any and all Performance Bonds securing work to be performed under the Developer's Agreement.

NOW, THEREFORE, the Township hereby releases DKM and its successors and assigns as follows:

1. The Township releases DKM and its successors and assigns from any and all obligations arising under the Developer's Agreement dated December 20, 1994.

2. The Township releases any and all Performance Bonds securing work to be performed under the Developer's Agreement.

B05404P - 739

3. This Release shall be conditioned upon the execution of the Proposed First Amendment to a consent between DKM and Arken Realty, LLC.

4. This Release shall be conditioned upon the sale of the undeveloped remainder of the property to Middlesex County and the New Jersey Economic Development Authority.

5. This Release shall be for and shall inure to the benefit of and shall bind the respective parties hereto and their predecessors, successors and/or assigns, respectively.

6. This Release may be executed in one or more counterparts, each of which shall be deemed an original, but together shall constitute one and the same instrument.

7. This Release shall be recorded in Middlesex County simultaneously with the closing of title for the DKM Property between DKM, the County of Middlesex and the New Jersey Economic Development Authority.

8. This Release shall be governed by the laws of the State of New Jersey.

805404P-740

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

WITNESS:

[Signature]
Name: LISA GERHART
Title: Municipal Clerk

TOWNSHIP OF NORTH BRUNSWICK

By: *[Signature]*
Name: Francis M. Worack III
Title: Mayor

805404P-741

MUNICIPAL ACKNOWLEDGMENT

STATE OF NEW JERSEY :
COUNTY OF MIDDLESEX : SS

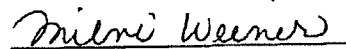
I CERTIFY that on September 13, 2004,

LISA GERHARTZ personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Township Clerk of the Township of North Brunswick, the Municipal 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 Francis Womack, 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 Township Council;
- (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.

Signed and sworn to before me on
September 13, 2004.

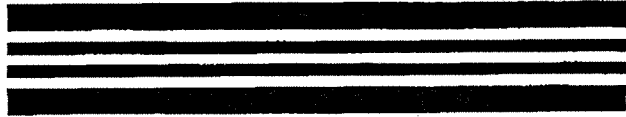

LISA GERHARTZ, Township Clerk


Notary Public, State of New Jersey

MILVI WEINER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 1, 2007

3447493.1

805404P-742



MIDDLESEX COUNTY CLERK

Return To:

FARER FERSKO
600 SOUTH AVE
P O BOX 580
WESTFIELD NJ 07091

NEW JERSEY ECONOMIC DEVELOPME
T AUTHORITY

Index DEED BOOK

Book 05908 Page 0461

No. Pages 0005

Instrument DEED W/O ABSTRA

Date : 1/10/2008

Time : 11:34:11

Control # 200801100356

INST# DE 2008 000422

Employee ID BADAL

RECORDING	\$	40.00
DARM	\$	12.00
NJPRPA	\$	8.00
. . . . .	\$	.00
. . . . .	\$	.00
. . . . .	\$	.00
. . . . .	\$	.00
. . . . .	\$	.00
. . . . .	\$	.00
. . . . .	\$	.00
Total:	\$	60.00

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

ELAINE FLYNN
COUNTY CLERK



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805908P0461

Memorandum of Lease

RECORDED
ELAINE M. FLYNN
MIDDLESEX COUNTY CLERK

08 JAN 10 AM 11:28

Record and return to:
Farer Fersko
A Professional Association
600 South Avenue
P.O. Box 580
Westfield, NJ 07091
Attention: John H. Hague, Esq.

BOOK # _____
PAGE # _____
OF PAGES _____

Name and Address of Landlord:	New Jersey Economic Development Authority, an instrumentality of the State of New Jersey, with an office at 36 West State Street, P.O. Box 990, Trenton, New Jersey 08625-0990
Name and Address of Tenant:	L'Oreal USA Products, Inc., a Delaware Corporation, ("L'Oreal"), with an office at 133 Terminal Avenue, Clark, New Jersey 07066
Date of Lease:	December 18 , 2007
Description of Premises:	Approximately 25 acres of vacant land commonly known and designated as Block 252, Lot 1.06 on the Tax Map of the Township of North Brunswick, Middlesex County, New Jersey, and more particularly described on Exhibit A annexed.
Expiration of Lease Term:	The Initial Term, subject to extension as provided for in the Lease, runs for thirty (30) years from the Rent Commencement Date (as defined in the Lease).
Option to Purchase:	This Lease contains an option to purchase the "Premises" and "Improvements" (as defined in the Lease) which Tenant may exercise at any time following the fourth anniversary of the Rent Commencement Date.
Other Provisions:	Notice is hereby given that the Lease contains additional terms, conditions and provisions not set forth in this Memorandum of Lease, which are incorporated herein by reference.

The provisions of this Memorandum of Lease shall not be construed to vary the terms, conditions or provisions of the Lease.

B05908P0462

4 206

In witness whereof, Landlord and Tenant have duly executed this Memorandum of Lease this 18th day of ~~November~~ December, 2007.

ATTEST:

David E. Nuse
DAVID E. NUSE
DIRECTOR
REAL ESTATE DIVISION

New Jersey Economic Development Authority
By: Caren S. Franzini
CAREN S. FRANZINI
CHIEF EXECUTIVE OFFICER

ATTEST: Christopher Corbett
Christopher Corbett
Assistant Secretary

L'Oreal USA Products, Inc., a Delaware corporation
By: Alan Meyers
Alan Meyers Sr. Vice President

Acknowledgements

State of New Jersey)
) ss:
County of Union)

Be it remembered, that on this 29th day of November, 2007, before me the subscriber, personally appeared Alan Meyers, who, I am satisfied, is the person who signed the within instrument as Sr. Vice President of L'Oreal USA Products, Inc., the corporation named therein and he thereupon acknowledged that the said instrument made by the corporation and sealed with its corporate seal, was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the corporation.

John H. Haque
John H. Haque
An Attorney at Law
A Notary Public of New Jersey
My Commission Expires: _____

(Affix notarial seal) John H. Haque, Esq.
An Attorney at Law of the
State of New Jersey

805908P0463

State of New Jersey)
County of Mercer) ss:

Be it remembered, that on this 18th day of December, 2007, before me the subscriber, personally appeared CAROL S. FRANZINI who, I am satisfied, is the person who signed the within instrument as CEO of The New Jersey Economic Development Authority, the instrumentality of the State of New Jersey named therein and he thereupon acknowledged that the said instrument made by the corporation and sealed with its corporate seal, was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.

Donna T Sullivan

A Notary Public of New Jersey

My Commission Expires: _____

DONNA T SULLIVAN

A Notary Public of New Jersey

(Affix notarial seal)

My Commission Expires on February 11, 2009

805908P0464

Exhibit A

Description of Premises

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of North Brunswick, County of Middlesex, State of New Jersey:

Beginning at a point, said point being the intersection of the common line between Lots 1.02 and 1.04, Block 262, with the southeasterly line of Lot 5.01, Block 252, and from said beginning point running;

1. Along said common line with Lot 1.02, Block 252, South 19 degrees 55 minutes 41 seconds East, 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 degrees 15 minutes 39 seconds 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 degrees 66 minutes 57 seconds West, a distance of 933.17 feet to a point
4. North 56 degrees 48 minutes 39 seconds West, a distance of 453.56 feet to a point; thence
5. North 17 degrees 59 minutes 41 seconds 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 degrees 08 minutes 02 seconds East, a distance of 319.88 feet to a point, said point being witnessed by a concrete monument found; thence
7. North 68 degrees 59 minutes 50 seconds East, a distance of 50.02 feet to a point, said point being witnessed by a concrete monument found; thence
8. North 70 degrees 08 minutes 00 seconds East, a distance of 195.30 feet to a point in the southerly line of Lot 6.01, Block 252; thence

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

9. South 75 degrees 18 minutes 05 seconds East, a distance of 349.83 feet to a point; thence
10. North 74 degrees 50 minutes 58 seconds East, a distance of 99.79 feet to a point; thence
11. North 44 degrees 28 minutes 35 seconds East, a distance of 180.00 feet to a point; thence
12. North 55 degrees 02 minutes 28 seconds East, a distance of 39.10 feet to the point and place of Beginning.

Being also known as Lot 1.06 in Block 252 as shown on the Tax Assessment Map of the Township of North Brunswick.

B05908P0465

This Indenture, made this 31st day of May, in the year of our Lord one thousand nine hundred and sixty-six, between JOHNSON & JOHNSON, a corporation of the State of New Jersey, having its principal office at 501 George Street, in the City of New Brunswick, County of Middlesex, and State of New Jersey,

hereinafter called "Owner", and PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a corporation of the State of New Jersey, having its principal office at 80 Park Place, in the City of Newark, in the County of Essex, and State of New Jersey, hereinafter called "Public Service",

WITNESSETH:

Owner, 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 Public Service, the receipt whereof is hereby acknowledged, and other good and valuable consideration, has given, granted, and conveyed, and by these presents does give, grant, and convey unto Public Service, its successors and assigns, the right, privilege, authority, and easement to install, lay, construct, reconstruct, operate, maintain, inspect, repair, remove, replace, and relay a gas main, together with all necessary fittings, appurtenances, and facilities, for the transmission and distribution of gas in, under, along, through, and across a ten (10) foot wide strip of land of Owner situate, lying, and being in the Township of North Brunswick, in the County of Middlesex, and State of New Jersey, as shown outlined in red on the print attached hereto and hereby made a part hereof, entitled, "PUBLIC SERVICE ELECTRIC & GAS CO. CENTRAL DIVISION MAP SHOWING LOCATION OF EASEMENT TO BE GRANTED BY JOHNSON & JOHNSON U.S. ROUTE 1, NORTH BRUNSWICK TWP. MIDDLESEX COUNTY, NEW JERSEY GAS DISTRIBUTION DEPT. 150 HOW LA., NEW BRUNSWICK, N.J. SCALE: 1" = 300' MAP INDEX 3F-27 MAY 3, 1966".

DB 2544-1192

R 6-17-66

Together with the license to enter upon the lands and premises of Owner immediately adjacent to the said strip of land, so far as may be necessary for any of the purposes aforesaid.

Owner for itself, its successors and assigns, covenants and agrees with Public Service, its successors and assigns, that no buildings or structures of any kind whatsoever shall be erected on, in, or above the above-described strip of land, and this covenant is to run with the land.

Public Service, for itself and its successors and assigns, covenants and agrees with Owner, its successors and assigns, that after the installation of said gas main and the said fittings, appurtenances, and facilities, and after each subsequent disturbance of the above-described land for any of the purposes aforesaid, Public Service at its own cost and expense shall restore the surface of the said land as nearly as possible to the condition in which it was immediately prior to the commencement of the work, including, without limitation, filling all holes and trenches and if the ground settles or subsides at any place, refilling such settlements; reseeded and reseeding; removing all debris; restoring all surface and subsurface appurtenances of Owner; and, restoring to their present condition all private roadways, railroad tracks, etc., which may be disturbed in connection with the installation or maintenance of the said gas main and the said fittings, appurtenances and facilities.

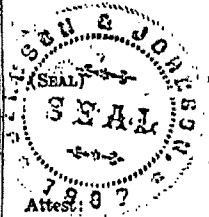
This easement is subject to existing easements for public roads and highways, for public utilities, for railroads, for pipe lines and the like, and Public Service covenants and agrees to obtain all necessary permissions and consents required in the event any existing easements shall be affected by the present easement and to indemnify and save Owner harmless from any claim, loss, damage, liability, or the like, caused by, or in any way resulting from, the failure of Public Service to obtain such permissions or consents.

In Witness Whereof, Owner has hereunto affixed its

corporate seal and caused these presents to be signed and attested by its proper officers thereunto duly authorized, all as of the day and year first above written.

JOHNSON & JOHNSON
By

William G. Coe
William G. Coe Vice President.
Personal Products Company Division



Charles H. Ross
Assistant Secretary.
Charles H. Ross.

STATE OF NEW JERSEY }
COUNTY OF MIDDLESEX } SS.

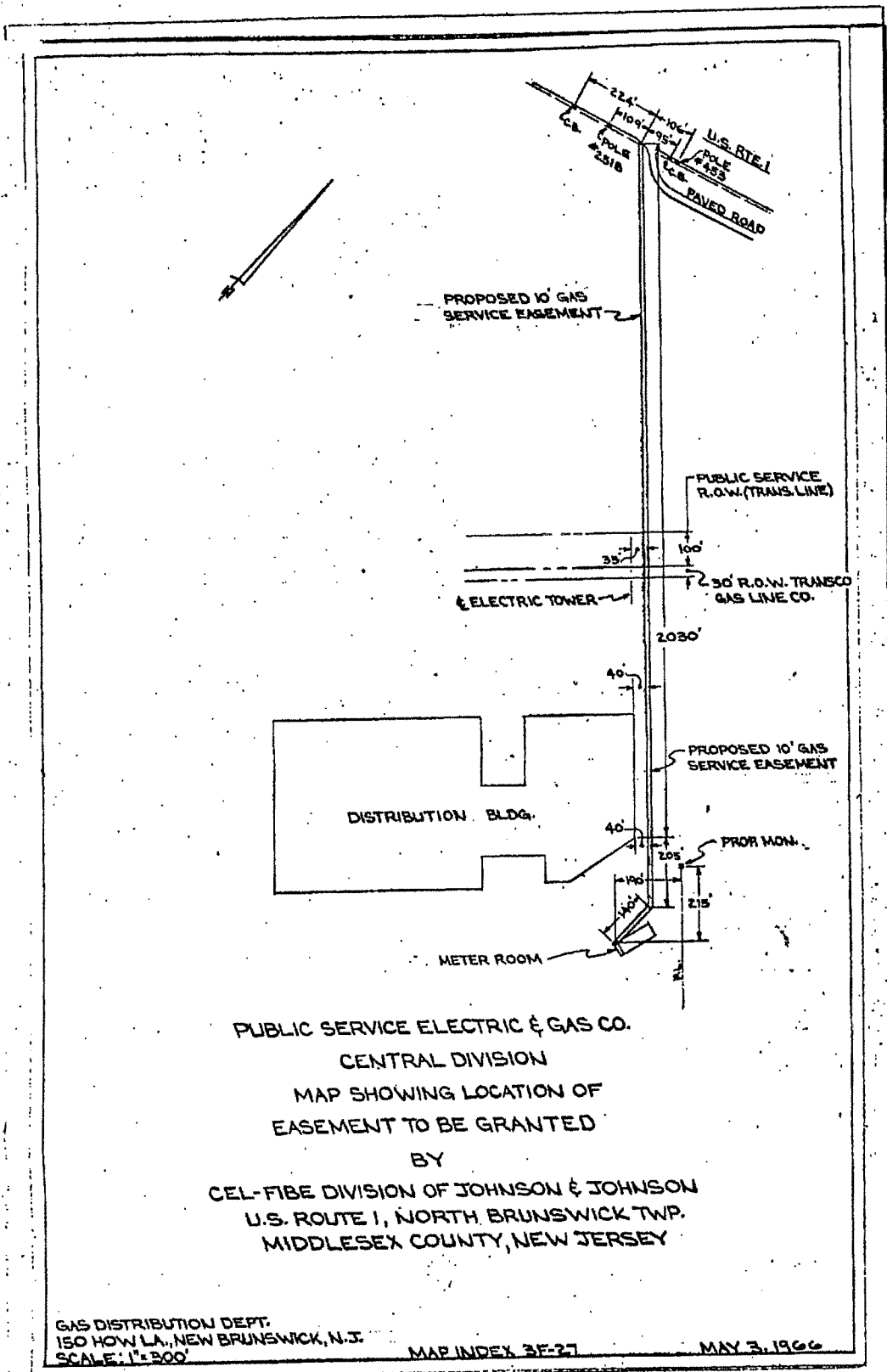
Be It Remembered, that on this 31st day of May, in the year of our Lord nineteen hundred and sixty-six, before me, the subscriber, a Notary Public of the State of New Jersey

, personally appeared W. G. Coe the Personal Products Company Division who I am satisfied is Vice President of/of JOHNSON & JOHNSON

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.



Maurine L. Bengel
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 17, 1978



PUBLIC SERVICE ELECTRIC & GAS CO.
 CENTRAL DIVISION
 MAP SHOWING LOCATION OF
 EASEMENT TO BE GRANTED
 BY
 CEL-FIBE DIVISION OF JOHNSON & JOHNSON
 U.S. ROUTE 1, NORTH BRUNSWICK TWP.
 MIDDLESEX COUNTY, NEW JERSEY

GAS DISTRIBUTION DEPT.
 150 HOW LA, NEW BRUNSWICK, N.J.
 SCALE: 1" = 300'

MAP INDEX 3F-27

MAY 3, 1966

Deed

6577

INDENTURE

JOHNSON & JOHNSON

TO

PUBLIC SERVICE ELECTRIC AND GAS
COMPANY

DATE

Return to:

Manager — Real Estate Department
Public Service Terminal
80 Park Place, Newark, N. J. 07101

1009

RECEIVED & RECORDED
MUNICIPAL COUNTY, N. J.

'66 JUN 17 AM 10:28

BOOK 2544 PAGE 1192
FRANK SCHATZMAN
CLERK

10

1966 JUN 17

20880

JUN-17-66

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MIDDLESEX COUNTY 03/10/95 112448
CONSIDERATION \$1.00 TAX
DEED REC. FEE 125.00
INSTRUMENT DEED 3235 NPE *Sw*

Prepared By:
Gary N. Giatta
Gary N. Giatta, Esq.

BK 4 224 PG 717

GRANT OF SANITARY SEWER EASEMENT

THIS EASEMENT AGREEMENT made this _____ day of March, 1995, by and between DKM PROPERTIES CORP., a New Jersey corporation having an office at 1009 Lenox Drive, P.O. Box 6540, Lawrenceville, New Jersey 08648 (hereinafter called "Grantor"), and KELLER GRADUATE SCHOOL OF MANAGEMENT, INC., a Delaware corporation, having an office at One Tower Lane, Suite 1000, Oakbrook Terrace, Illinois 60181 (hereinafter called "Grantee").

WITNESSETH:

WHEREAS, Grantor owns New Lot 1.1 consisting of approximately 49.28 acres, and its wholly owned subsidiary, DKM-Atlantic Two Corp., owns New Lot 1.3 consisting of approximately 2.29 acres, in Block 252 (both formerly part of Lot 1 in Block 252), as shown and designated on the Township of North Brunswick Tax Map; and

WHEREAS, Grantor concurrently herewith has conveyed to Grantee New Lot 1.2 consisting of approximately fifteen (15) acres in the middle and abutting the aforesaid New Lot 1.1 and New Lot 1.3 upon which Grantee intends on building a two-story ninety-nine (99,000) thousand square foot building for private-for-profit educational purposes; and

WHEREAS, Grantee is desirous of obtaining an easement in, upon, over, across, under and through New Lot 1.1 for the purpose of access to the sanitary sewer pump station to be built by Grantor on New Lot 1.1 by way of the required appurtenant pipes and other facilities as shown on the Grading, Drainage & Utilities Plan for DeVry Institute of Technology prepared by Langan Engineering dated June 13, 1994 revised through February 15, 1995 (Drawing No. 21.01) annexed hereto as Exhibit "A", required to provide sanitary sewer service for Grantee's building on New Lot 1.2 and buildings to be constructed by Grantor on New Lot 1.1.

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the covenants, promises and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do mutually covenant, promise and agree as follows:

**ARTICLE I
GRANT OF EASEMENTS**

1.1 Grantor hereby grants, bargains, sells, and conveys to Grantee, its heirs, successors and assigns, absolutely and forever, a perpetual non-exclusive easement and right-of-way in, upon, on, over, under and through those certain lands and premises owned by Grantor situate, lying and being in the Township of North Brunswick, County of Middlesex, State of New Jersey, known as New Lot 1.1, Block 252, for the purpose of access to, operating, inspecting, reconstructing, repairing, maintaining, altering and replacing a sanitary sewer pump station and required appurtenant pipes and other facilities required to provide sanitary sewer service from Grantee's (New Lot 1.2) lands into, upon and onto Lot 1.1 owned by Grantor to connect to the sanitary sewer pump station which appurtenant pipes tap into the existing 16" line on Lot 6.1 in Block 252 owned by Arken Realty L.L.C. (herein collectively called "Pump Station"). The location and dimensions of the Pump Station and pipes connecting thereto shall be as shown on the plan titled - DeVry Institute of Technology, North Brunswick, New Jersey - Grading, Drainage and Utilities plan prepared by Langan Engineering and Environmental Services dated June 13, 1994 revised through February 15, 1995 (Drawing No. 21.01) annexed hereto as Exhibit "A" and made a part hereof (herein called "Easement Area"). The Easement shall be for the use and benefit of the parties hereto and their respective successors and assigns.

1.2 Grantor at its sole cost will be responsible for installing an electrical line from Grantee's building on New Lot 1.2 over and across Grantor's New Lot 1.1 to connect to the Pump Station for the purpose of operating the Pump Station. After Grantor or its successors or assigns connect to the Pump Station during the development of New Lot 1.1, Grantor at its sole cost will be responsible for installing electrical service for the operation of the Pump Station on New Lot 1.1 and the maintenance of the electric line and electric usage of the Pump Station shall be shared on the basis of water usage as set forth in Section 3.2 below.

1.3 Grantor for itself and its heirs, executors, administrators, successors and assigns reserves the right to use said lands for any purposes not inconsistent with the terms of this Easement Agreement provided same do not materially interfere with or prevent the use of the Easement Area for the purposes intended herein and provided further that nothing contained herein, nor the exercise

of any rights granted to Grantee hereunder, shall unreasonably interfere with Grantor's reasonable use of its property inclusive of the Easement Area.

1.4 Grantor retains title to the Pump Station.

**ARTICLE II
NON-OBSTRUCTION AND NON-DISTURBANCE OF EASEMENT AREAS**

2.1 The parties hereto agree that none of them will cause, suffer or permit any obstruction of the Easement Area herein created; provided, however, nothing herein contained shall preclude either party from erecting such temporary barriers as are necessary for the performance of maintenance or repair work or the installation of utilities.

2.2 In the event that the exercise of the rights granted herein by any party results in the disturbance of the surface of any lands, and/or any improvements thereon, of any other party except as contemplated herein, said disturbance shall be repaired, and the surface of such property and any improvements thereon shall be restored to the extent reasonably practical to their condition existing prior to the exercise of such rights, by the party exercising such rights, at such exercising party's sole cost and expense.

**ARTICLE III
MAINTENANCE AND REPAIRS; CONTRIBUTIONS; INSURANCE**

3.1 Except as set forth in Section 3.2 below, Grantee shall undertake and be responsible at its sole cost for the maintenance, repair and replacement of the Pump Station to keep same in good repair as reasonably determined by Grantor.

3.2 After Grantor or its successors or assigns connects to the Pump Station during the development of New Lot 1.1, Grantor, its successors and assigns shall be responsible for the maintenance, repair and replacement of the Pump Station and Grantor and Grantee, their successors and assigns, shall contribute their respective pro-rata share of all costs of the Pump Station including but not limited to maintenance, repair and replacement as well as the cost of electric for the operation of the Pump Station. The respective pro rata shares will be based upon the actual water usage of the respective parties which are the beneficiaries of the easement.

3.3 After Grantor or its successors or assigns connects to the Pump Station at Grantor's cost and expense during the development of New Lot 1.1, Grantee agrees to reimburse Grantor for its pro rata share of the costs set forth in Section 3.2 above within thirty (30) days following receipt of an invoice from Grantor in reasonable detail outlining the costs and nature of the work performed by or on behalf of Grantor related to the Easement.

3.4 In the event Grantee fails to reimburse Grantor within the aforesaid thirty (30) day period, Grantor shall be entitled to collect interest on all sums due Grantor from Grantee. Interest on such sums shall accrue at two (2%) percent in excess of the prime rate charged by Chase Manhattan Bank, N.A. or a comparable lending institution from time to time.

3.5 **INSURANCE.** Grantee shall maintain commercial general liability insurance covering the Easement in an amount not less than \$3,000,000.00 combined single limit for personal injury, bodily injury, death, disease and damage or injury to or destruction of property occurring upon, in or about the Easement Area written on an occurrence basis and naming Grantor as an additional insured.

**ARTICLE IV
MISCELLANEOUS**

4.1 **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.

4.2 **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.

4.3 **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.

4.4 **MODIFICATIONS.** The parties may agree, in writing, from time to time to modify, extend, curtail, enlarge, revise or restrict the easements granted herein, and any such change shall be effective upon full execution and delivery of such document by and to both parties.

4.5 **TERMINATION.** The parties may agree to terminate this Agreement or any part thereof and any interests created thereby, upon execution and delivery by each party to the other of a quit claim deed in proper and recordable form.

4.6 **INDEMNIFICATION.** Each party shall indemnify, defend and save the other harmless from any and all claims, causes of action, fees, costs and demands, whether for injuries to persons or loss of lives or damage to property occurring in, on or about the Easement Area which may be caused by the negligent acts or omissions of the other, its agents, servants, employees, invitees or lessees or in the exercise of its rights hereunder.

4.7 **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the parties concerning the subject matter herein contained. This Agreement may not be amended, modified, altered or waived, in whole or in part, except by subsequent writing signed by the parties sought to be bound.

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

4.9 **NOTICES.** All notices or other communications given under this Easement Agreement must be in writing and shall be sent by certified or registered mail, return receipt requested, or by personal delivery or overnight courier provided same furnishes proof of delivery, addressed to the other party at the address set forth at the beginning of this Agreement or such other address as either party may specify in writing to the other.

4.10 **GOVERNING LAW.** This Agreement shall be construed in accordance within the laws of the State of New Jersey.

4.11 **RECORDING.** The parties acknowledge that this Easement Agreement may be recorded in the Office of the Clerk of Mercer County, New Jersey.

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

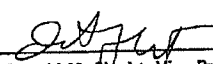
4.13 **COMPLIANCE.** Grantee shall, at its own cost and expense, comply with all laws, requirements and regulations of every public or governmental body exercising jurisdiction over the Easement Area or over the operations of Grantee, and shall procure and pay for any and all necessary licenses, permits, consents and shall pay any and all fees, taxes and assessments required to be paid for their respective use of the Easement Area including their improvements thereon or therein. Grantor makes no representation concerning and assumes no responsibility or liability in connection with, law, ordinance, rule or regulation of any public or governmental body which may limit, affect, regulate or prohibit the use of the easement area for the purposes permitted by this Easement Agreement.

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

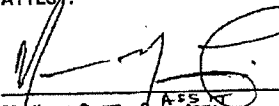
ATTEST:


Garey A. Maitte, Assistant Secretary

DKM PROPERTIES CORP., Grantor

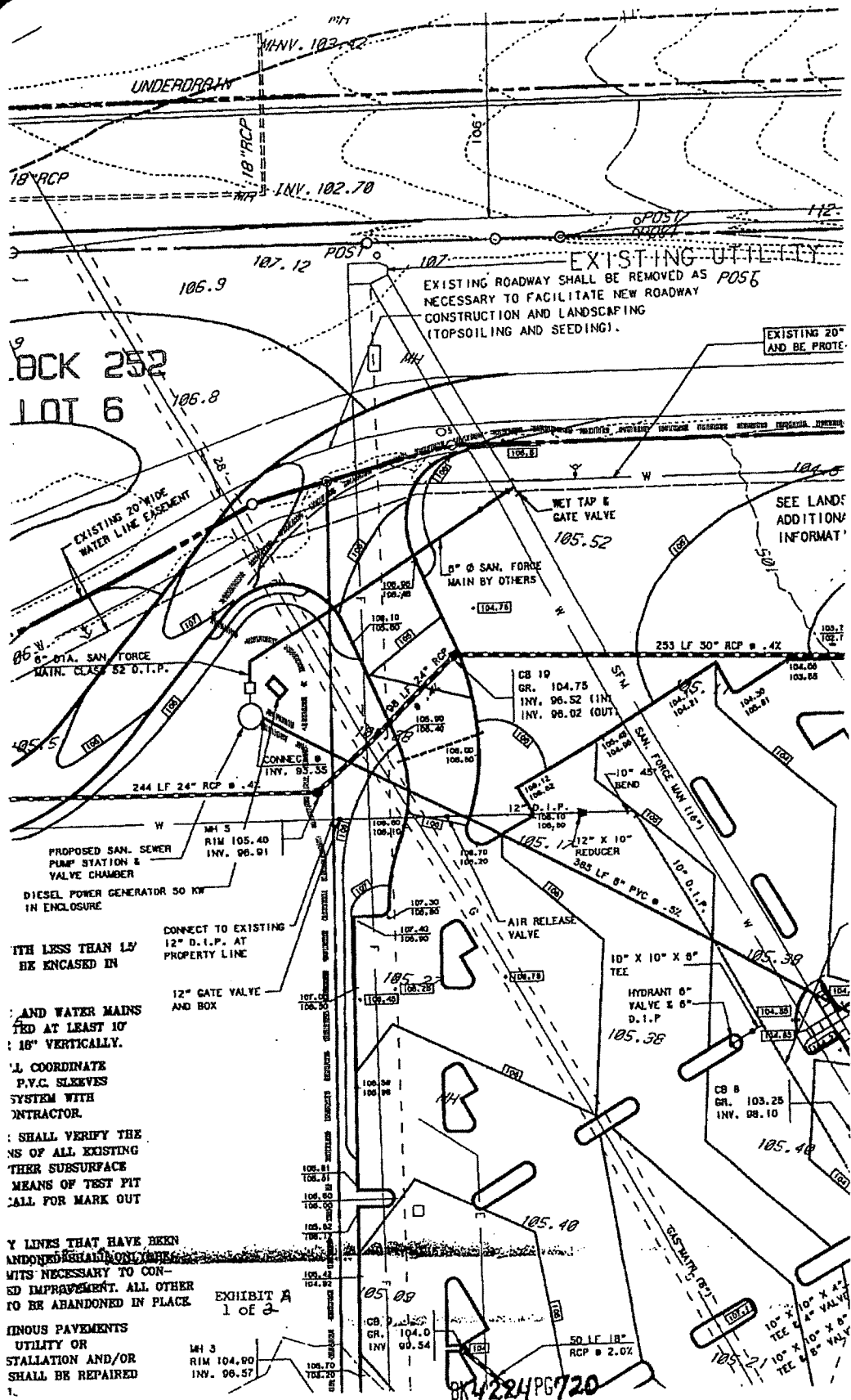
By: 
Donald M. Slight, Vice President

ATTEST:


NORMAN M. LEVINE

KELLER GRADUATE SCHOOL OF MANAGEMENT,
INC., Grantee

By: 
Kenneth Rutkowski, Vice President



BOOK 252
LOT 6

WITH LESS THAN 1/2\"/>

AND WATER MAINS
TIED AT LEAST 10\"/>

ALL COORDINATE
P.V.C. SLEEVES
SYSTEM WITH
CONTRACTOR.

CONTRACTOR SHALL VERIFY THE
LOCATIONS OF ALL EXISTING
UTILITIES THROUGH SURFACE
MEANS OF TEST PIT
CALL FOR MARK OUT

EXISTING PAVEMENTS
UTILITY OR
STALLATION AND/OR
SHALL BE REPAIRED

EXHIBIT A
1 of 2

BOOK 224 PAGE 720

PROJECT DEVRY TECHNICAL INSTITUTE OF NEW JERSEY NORTH BRUNSWICK, NEW JERSEY TITLE GRADING, DRAINAGE, & UTILITIES PLAN	SHEET NO. 21.01	JOB NO. 12178	DATE JUNE 13, 1964	REVISIONS	NO.
			11/1/64 FOR THE ENGINEER'S REVIEW	1	1
			11/1/64 FOR THE ENGINEER'S REVIEW	2	2
			11/1/64 FOR THE ENGINEER'S REVIEW	3	3
			11/1/64 FOR THE ENGINEER'S REVIEW	4	4
			11/1/64 FOR THE ENGINEER'S REVIEW	5	5

EXHIBIT A
2 of 2


[ACKNOWLEDGEMENTS PAGE]

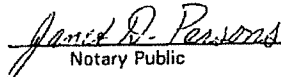
STATE OF NEW JERSEY)
)ss:
COUNTY OF MERCER)

I CERTIFY that on March 7th, 1995, Garey 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 as Grantor in the attached document;
- (b) he is the attesting witness to the signing of this document by the proper corporate officer who is Donald 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;
- (d) he knows the proper seal of the corporation which was affixed to this document; and
- (e) he signed this proof to attest to the truth of these facts.

Signed and sworn to before me on March 7th, 1995.


Garey N. Maietta, Assistant Secretary


Notary Public

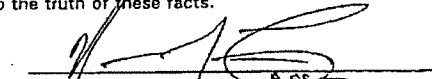
JANET D. PERSONS
A Notary Public of New Jersey
My Commission Expires 12/17/96


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

I CERTIFY that on March 7th, 1995, Marilyn Cason personally came before me and she acknowledged under oath, to my satisfaction, that:

- (a) she is the Secretary of KELLER GRADUATE SCHOOL OF MANAGEMENT, INC., the corporation named as Grantee in the attached document;
- (b) she is the attesting witness to the signing of this document by the proper corporate officer who is Kenneth Rutkowski, 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;
- (d) she knows the proper seal of the corporation which was affixed to this document; and
- (e) she signed this proof to attest to the truth of these facts.

Signed and sworn to before me on March 7th, 1995.


Marilyn Cason, Secretary
NORMAN M. LEVINE



Notary Public

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

RETURN TO →

Record and Return to:

DKM/Properties Corp.
1009 Lenox Drive, P.O. Box 6540
Lawrenceville, NJ 08648
Attention: General Counsel


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

133841

END OF DOCUMENT

BK 4224 PG 722
Page 4 of 4

Hp1031/030695/05
dovry3.iam

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

Prepared By:

G. N. Maietta
Gary N. Maietta, Esq.

RETURN TO ↗

133P-71

GRANT OF WATERLINE EXTENSION EASEMENT

THIS EASEMENT AGREEMENT made this *24th* day of March, 1995 by and between DKM PROPERTIES CORP., a New Jersey corporation, with an office at 1009 Lenox Drive, P.O. Box 6540, Lawrenceville, New Jersey 08648 ("Grantor") and the TOWNSHIP OF NORTH BRUNSWICK, a municipal corporation of the State of New Jersey, with an office at 710 Hermann Road, North Brunswick, New Jersey 08902 ("Grantee").

WITNESSETH:

WHEREAS, Grantor owns New Lot 1.1 in Block 252 as indicated on the Tax Map of the Township of North Brunswick, located in Middlesex County, State of New Jersey; and

WHEREAS, Grantor wishes to grant and convey unto the Grantee, a 20 foot non-exclusive perpetual easement on Grantor's property in connection with the extension of an underground water main in two phases: Phase I will consist of an extension of a 12 inch water transmission main to run from the existing 10 inch domestic water line at Milltown Road to be constructed on Grantor's New Lot 1.1 in Block 252 as shown on the Official Tax Map of the Township of North Brunswick to interconnect to an existing 8 inch domestic water line and to further extend to the property line of New Lot 1.2 in Block 252. Phase II shall consist of the extension of a 16 inch water transmission main previously installed over Lot 28 and Lot 29.03 in Block 194 as of the date hereof owned by Johnson & Johnson as shown on the Official Tax Map of the Township of North Brunswick to run under U.S. Route 1 and cross over, under and through Lot 6.1 (formerly a portion of Lot 6) in Block 252 as shown on the Official Tax Map of the Township of North Brunswick owned by Artken Realty, L.L.C. in, upon, on, over, under and through New Lot 1.2 in Block 252 to connect into the extension of a 12 inch main running from the existing 10 inch main at Milltown Road referenced in Phase I; and

WHEREAS, DKM and Grantee on December 20, 1994 entered into a Revised Agreement (sometimes designated as the "North Brunswick Developer's Agreement") relating to the development of a 66.57 acre parcel of land owned by DKM located in the Township of North Brunswick on New Lot 1.1, New Lot 1.2 and New Lot 1.3 in Block 252 as shown on the Tax Map of the Township of North Brunswick which Agreement provides for the extension of the water transmission mains as set forth in the preceding paragraph.

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the covenants, promises and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do mutually covenants, promise and agree as follows:

**ARTICLE I
GRANT OF EASEMENTS**

1.1 Grantor does hereby grant and convey unto Grantee, its successors and assigns a 20 foot non-exclusive perpetual easement in, upon, on, over, under and through the premises situate, lying and being in the Township of North Brunswick, County of Middlesex and State of New Jersey, being a portion of New Lot 1.1 in Block 252 as shown on the current Tax Map of the Township of North Brunswick ("Easement Area") as further shown on the approved plans for watermain installations consisting of eight sheets, Drawing No. 23.10 to 23.16 prepared by Langan Engineering dated March 30, 1990 revised through either Septemb. . . , 1994, February 10 or February 15, 1995 portions of which are attached hereto as Exhibit "A" and made a part hereof and described on Exhibit "B" annexed hereto and made a part hereof for the purpose of constructing, installing, operating, inspecting, reconstructing, repairing, maintaining, altering, replacing and removing, from time to time, the aforesaid extension of the 12 inch and 16 inch water mains to be constructed by Grantor ("Watermain Extension"). Grantor acknowledges that DKM shall construct and install the waterlines in accordance with the above plans. The waterlines shall be dedicated by Grantor to Grantee at such time as the waterlines are actually constructed by DKM and accepted by Grantee.

1.2 Said easement shall be and is permanent and perpetual for the purpose of

RECEIVED/RECORDED
MIDDLESEX COUNTY 03/20/95 102709
CONSIDERATION \$ 1.00 TAX
DEED REC. FEE \$39.00
INSTRUMENT DEED 3034 NAME

Page 1 of 4

10p/031/030895/08
dkm.com

BK 4228 PG 175

BK 4228 PG 175

R 3-28-95

entering upon the Easement Area and to pass among the same with equipment, materials and men at such time as the Grantee may elect for the purpose of constructing, installing, operating, inspecting, reconstructing, repairing, maintaining, altering, replacing or removing the Watermain Extension inclusive of the pipes, mains, interceptors, valves, connections and any and all other appurtenant facilities within said Easement Area only for the closed, underground transmission of water. Grantee shall have and is given the right to enter upon said Easement Area at all times for the full use and enjoyment of said rights herein granted.

1.3 The Grantor does further grant and convey unto the Grantee during the period of initial construction for the Watermain Extension as aforesaid and, if necessary for accomplishing any further construction, reconstruction, repair, maintenance, inspection, replacement or removal, during such further and future work, a temporary construction easement extending ten (10) feet on either side of the Watermain Extensions with unobstructed right of entry from men, machinery, materials and equipment ("Temporary Easement Area") which property adjoins and is parallel and contiguous to the Easement Area hereinabove described. Grantee shall use reasonable efforts not to materially interfere with the shared access road and the use of Grantor's property. All work shall be completed with due diligence and without any undue delay.

1.4 The parties hereto agree that none of them will cause, suffer or permit any obstruction of the Easement Area herein created; provided, however, nothing herein contained shall preclude either party from erecting such temporary barriers as are necessary for the performance of maintenance or repair work or the installation of utilities.

1.5 Upon the completion of any work relating to the aforesaid purposes, Grantee shall cause all vehicles, equipment and implements used in such work and all materials not incorporated therein to be removed from said Easement Area and Temporary Easement Area and in the event that the exercise of the rights granted herein by any party results in the disturbance of the surface of any lands, and/or any improvements thereon, of any other party except as contemplated herein, said disturbance shall be repaired, and the surface of such property and any improvements thereon shall be restored to the extent reasonably practical to their condition existing prior to the exercise of such rights, by the party exercising such rights, at such exercising party's sole cost and expense.

1.6 Grantor for itself and its heirs, executors, administrators, successors and assigns reserves the right to use said lands for any purposes not inconsistent with the terms of this Easement Agreement provided same do not materially interfere with or prevent the use of the Easement Area for the purposes intended herein and provided further that nothing contained herein, nor the exercise of any rights granted to Grantee hereunder, shall unreasonably interfere with the Grantor's reasonable use of its property inclusive of the Easement Area. Grantor shall have the right, at its sole cost and expense, and subject to all governmental approvals, to relocate the Watermain Extensions on Lot 1.1 in Block 252 provided same can be accomplished without any undue interference or interruption of water service and/or operations on the properties receiving the benefit of such water service.

1.7 DKM, during the initial construction of the waterlines and prior to their acceptance by Grantee, and Grantee, upon its acceptance of the constructed waterlines, hereby assume all risk of loss of or damage to any property whatsoever, and wherever located, and any injury to, or death to, any person or persons whomsoever occurring by reason of, or in connection with, or directly or indirectly arising out of, or relating to the construction, repair, maintenance, inspection, replacement, removal, reconstruction or alteration of the Watermain Extension or the exercise by Grantee of any rights granted hereunder and hereby agrees to indemnify and save harmless and hereby releases Grantor from and against any and all liability, loss, damage, injury or death and any all claims, demands, actions, suits, judgments, costs, charges, fees, damages and expenses (including, without limitation, reasonable attorneys' fees) which may arise or result therefrom.

1.8 DKM, during the initial construction of the waterlines and prior to their acceptance by Grantee, and Grantee, upon its acceptance of the constructed waterlines, shall, at its own cost and expense, comply with all laws, requirements and regulations of every public or governmental body exercising jurisdiction over the Easement Area or over the operations of Grantee, and shall procure and pay for any and all necessary licenses, permits, consents and shall pay any and all fees, taxes and assessments required to be paid for their respective use of the Easement Area including their improvements thereon or therein. Grantor makes no representation concerning and assumes no responsibility or liability in connection with, law, ordinance, rule or regulation of any public or governmental body which may limit, affect, regulate or prohibit the use of the easement area for the purposes permitted by this Easement

Agreement.

1.9 The easement granted herein shall run with the land and this Easement Agreement shall be binding upon the parties hereto and their respective successors and assigns.

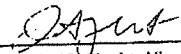
IN WITNESS WHEREOF, the undersigned have caused these presents to be signed and sealed on the day and year first written above.

ATTEST:



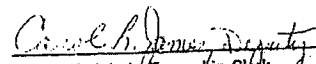
Gary H. Maietta, Assistant Secretary

DKM PROPERTIES CORP., Grantor

By: 

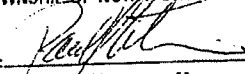
Donald M. Slaght, Vice President

ATTEST:



Nancy Troiohek, Township Clerk
CAROL L. JAMES

TOWNSHIP OF NORTH BRUNSWICK, Grantee

By: 

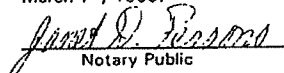
Paul J. Matacera, Mayor

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;
 - (d) he knows the proper seal of the corporation which was affixed to this document;
- and
- (e) he signed this proof to attest to the truth of these facts.

Signed and sworn to before me
March 7th, 1995.


Notary Public

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

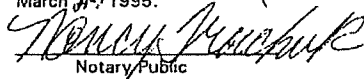

Gary N. Maietta, Assistant Secretary

STATE OF NEW JERSEY)
)ss:
COUNTY OF MIDDLESEX)

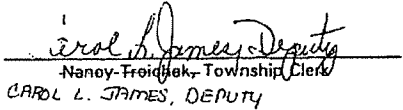
I CERTIFY that on March 7th, 1995, ^{CAROL L. JAMES} Nancy Troichek personally came before me and she acknowledged under oath, to my satisfaction, that:

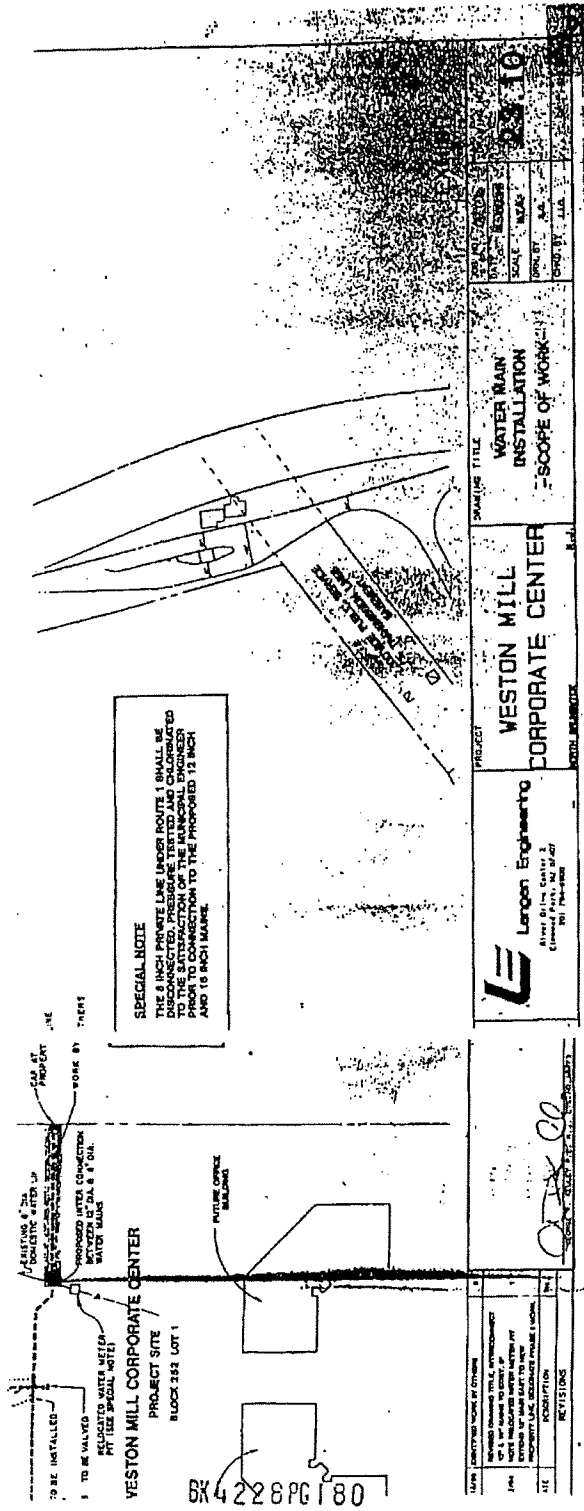
- (a) she is the Township Clerk of the TOWNSHIP OF NORTH BRUNSWICK, the municipal corporation named in the attached document;
- (b) she is the attesting witness to the signing of this document by Paul J. Maccera, the Mayor of said corporation;
- (c) that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Township Council of said Corporation;
- (d) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (e) she knows the proper seal of the corporation which was affixed to this document;
- (f) she signed this proof to attest to the truth of these facts; and
- (g) the full and actual consideration paid or to be paid for the transfer of title is One (\$1.00) Dollar.

Signed and sworn to before me
March 7th, 1995.


Notary Public

NANCY TROICHUK
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Jan. 28, 1997


Nancy Troichek, Township Clerk
CAROL L. JAMES, DEPUTY




SPECIAL NOTE
 THE 8 INCH PRIVATE LINE UNDER ROUTE 1 SHALL BE
 INSTALLED UNDER THE ROADWAY AND SHALL BE
 TO THE SATISFACTION OF THE MUNICIPAL ENGINEER
 PRIOR TO CONNECTION TO THE PROPOSED 12 INCH
 AND 16 INCH MAINS.

TO BE INSTALLED
 1 TO BE VALVED
 RELOCATED WATER MAIN
 (SEE SPECIAL NOTE)
 EXISTING 4" DIA
 SOLIDIC WATER UP
 MAIN
 PROPOSED 12" DIA
 WATER MAIN
 VALVE
 8" DIA
 RISE
 PIPE
 TO
 BUILDING

WESTON MILL CORPORATE CENTER
 PROJECT SITE
 BLOCK 282 LOT 1

BK 4228PG180

 Lengen Engineering 4100 West 12th Street Suite 100 Denver, CO 80202 (303) 751-1000		PROJECT WESTON MILL CORPORATE CENTER	DATE 08/10/00
SCALE AS SHOWN		DATE 08/10/00	SCALE AS SHOWN
DATE 08/10/00		DATE 08/10/00	DATE 08/10/00
DATE 08/10/00		DATE 08/10/00	DATE 08/10/00

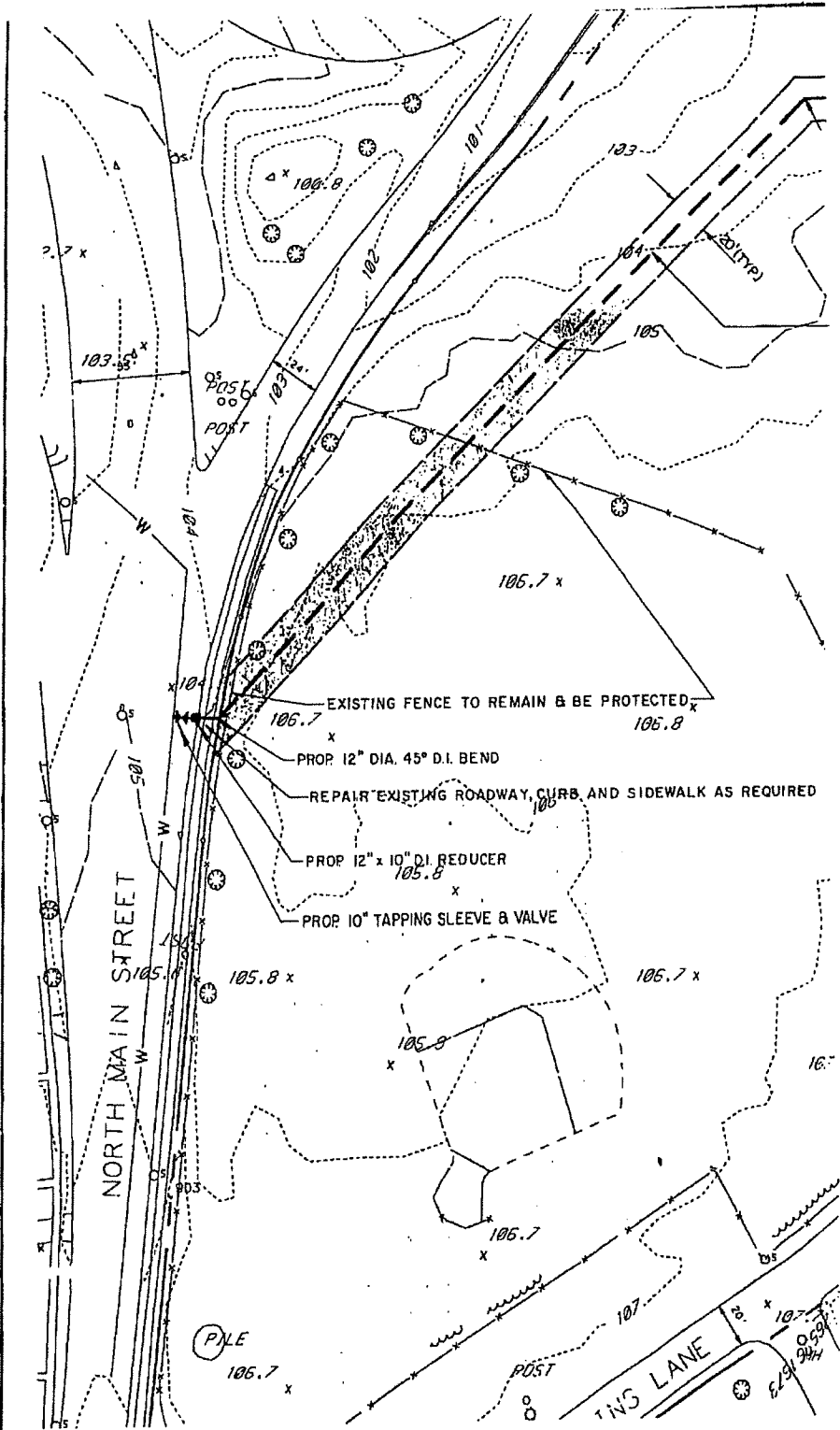
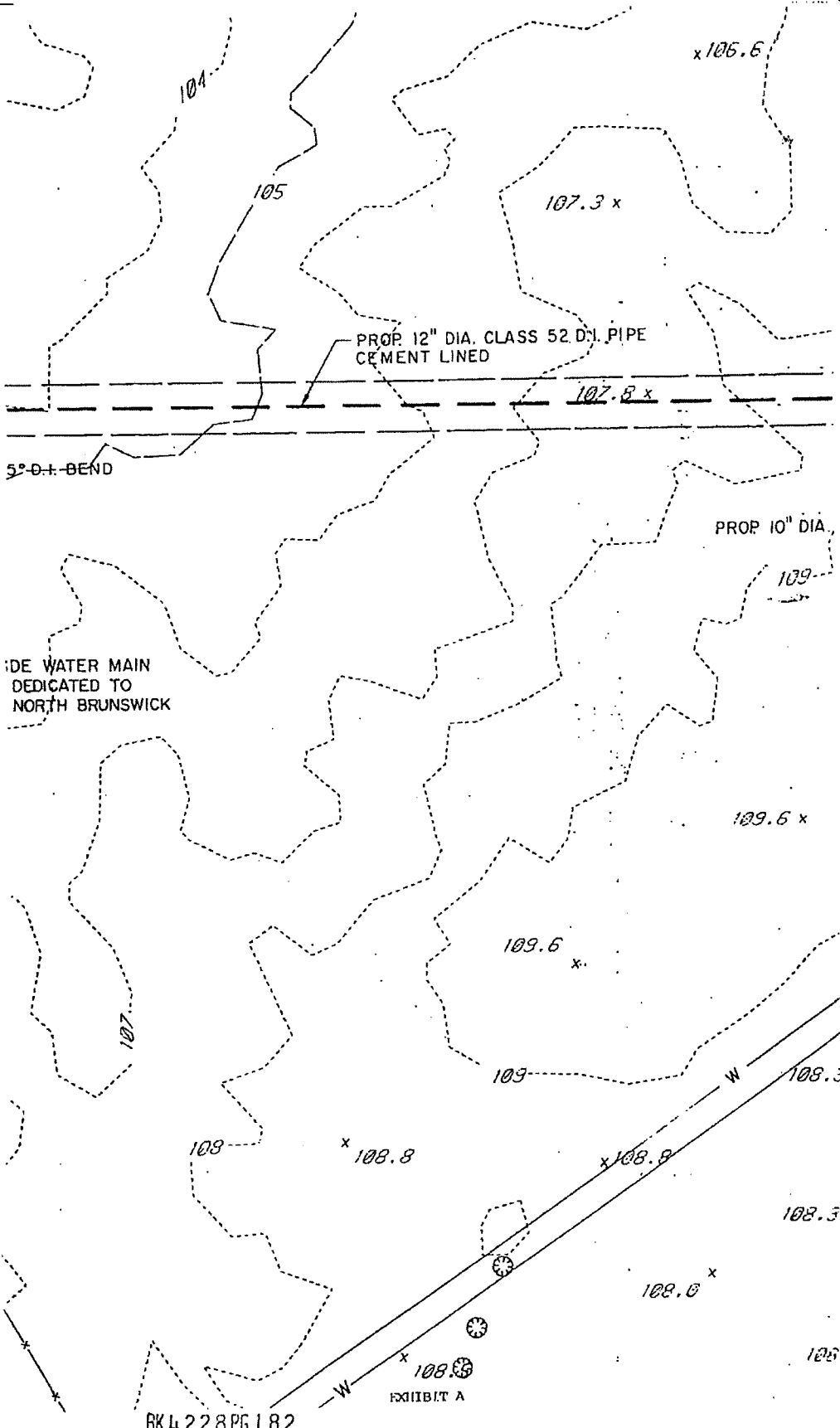


EXHIBIT A
3 of 7

NOTE: 1. SEE DRAWING NO 21.01 FOR FUTURE WESTON MILL CORPORATE CENTER SITE LAYOUT, GRADING AND DRAINAGE AREA OF THE PROPOSED 12" DIA MUNICIPAL WATER MAIN.
2. SEE DRAWING NUMBERS 23.02 AND 23.03 FOR FUTURE WESTON MILL CORPORATE CENTER CONNECTIONS.

BK 4 228 PG 18

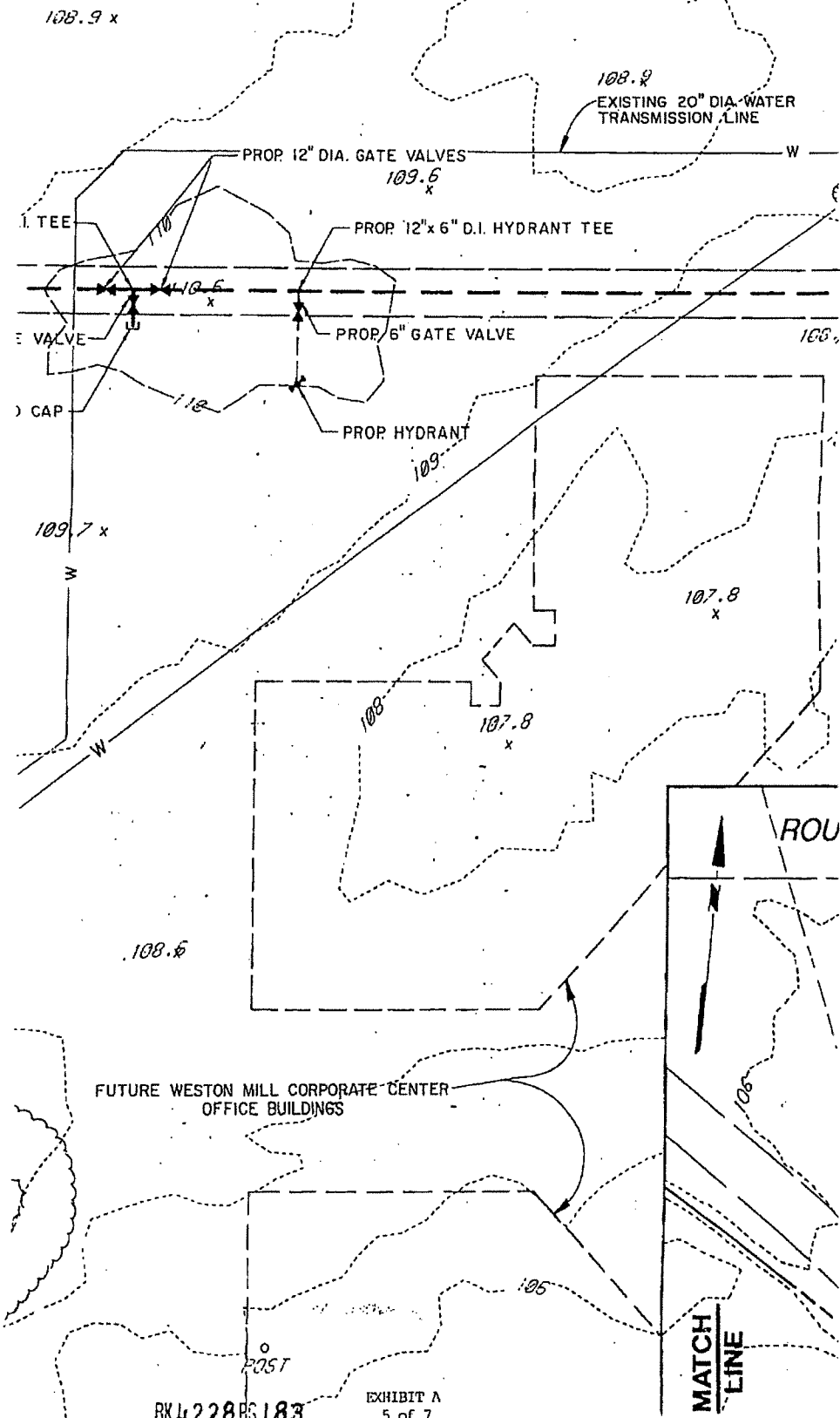
NOTE: FOR EASEMENT DESCRIPTION SEE DWG. 07.02



BK 4 228 PG 182

EXHIBIT A

ABANDONED 12" DIA. WATER MAIN
BOROUGH OF MILLTOWN'S WATER
FROM THE CITY OF NEW BRUNSWIC



108.9 x

108.8
EXISTING 20" DIA. WATER
TRANSMISSION LINE

PROP 12" DIA. GATE VALVES
109.6 x

I. TEE

PROP 12"x 6" D.I. HYDRANT TEE

E VALVE

PROP 6" GATE VALVE

108.8

DO CAP

PROP HYDRANT

109.7 x

107.8 x

108.8

107.8 x

108.6

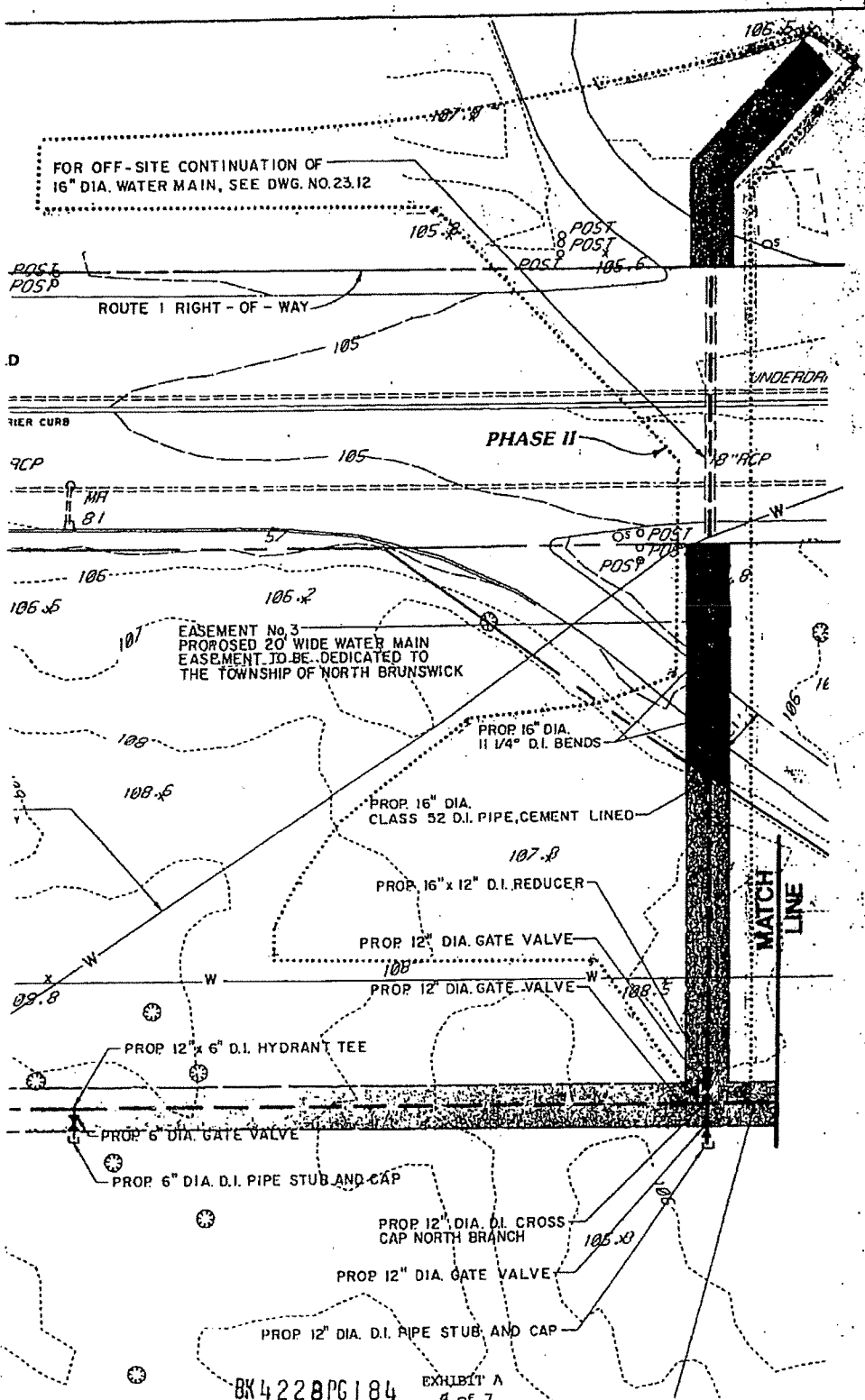
FUTURE WESTON MILL CORPORATE CENTER
OFFICE BUILDINGS

ROU

MATCH
LINE

BK 4228 RS 183

EXHIBIT A
5 of 7



FOR OFF-SITE CONTINUATION OF
16" DIA. WATER MAIN, SEE DWG. NO.23.12

ROUTE 1 RIGHT-OF-WAY

PHASE II

EASEMENT No. 3
PROPOSED 20' WIDE WATER MAIN
EASEMENT TO BE DEDICATED TO
THE TOWNSHIP OF NORTH BRUNSWICK

MATCH
LINE

PROP 16" DIA.
CLASS 52 D.I. PIPE, CEMENT LINED

PROP 16" x 12" D.I. REDUCER

PROP 12" DIA. GATE VALVE

PROP 12" DIA. GATE VALVE

PROP 12" x 6" D.I. HYDRANT TEE

PROP 6" DIA. GATE VALVE

PROP 6" DIA. D.I. PIPE STUB AND CAP

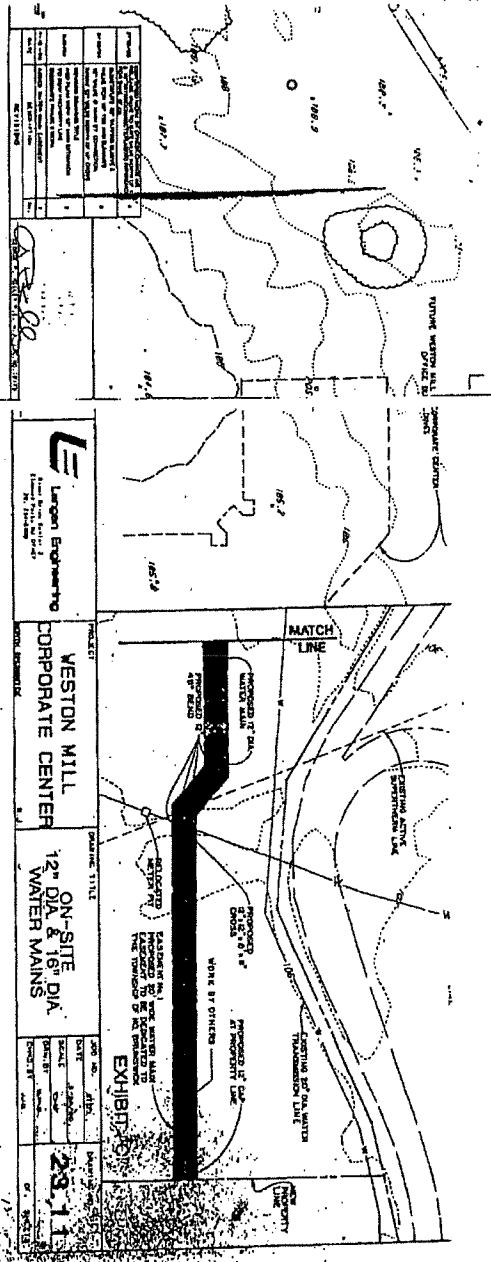
PROP 12" DIA. D.I. CROSS
CAP NORTH BRANCH

PROP 12" DIA. GATE VALVE

PROP 12" DIA. D.I. PIPE STUB AND CAP

BK 4228PG184

EXHIBIT A
4 OF 7



DATE	12/11/88
BY	ATL
SCALE	AS SHOWN
PROJECT	WESTON MILL
PROJECT NO.	88-111
DATE	12/11/88
BY	ATL
SCALE	AS SHOWN
PROJECT	WESTON MILL
PROJECT NO.	88-111

Langan Engineering
 1000 N. 17th St.
 Suite 200
 Milwaukee, WI 53233

WESTON MILL CORPORATE CENTER

ON-SITE 12" DIA. & 18" DIA. WATER MAINS

DATE: 12/11/88
 BY: ATL
 SCALE: AS SHOWN
 PROJECT: WESTON MILL
 PROJECT NO.: 88-111

EXISTING 12" DIA. WATER MAINS TO BE REMOVED AND REPLACED BY 18" DIA. WATER MAINS. THE TRENCHES TO BE PROVIDED BY THE OWNER.

EXHIBIT A

**DESCRIPTION OF PROPOSED
20 FOOT WIDE WATER LINE
EASEMENT THROUGH BLOCK 252 LOT 1.1
NORTH BRUNSWICK TOWNSHIP
MIDDLESEX COUNTY, NEW JERSEY**

Commencing at the intersection of the northerly line of Elkins Lane (40' ROW) and the easterly line of Milltown Road, the following course and distance;

- A.) Along said easterly line N 02° 17' 26" W, a distance of 260.57 feet to a point; thence,
- B.) Along the same on a curve to the right having a radius of 590.00 feet, an arc length of 74.22 feet and a delta of 07° 12' 27" to the point and place of beginning.
- 1.) Along the same on a curve to the right having a radius of 590.00 feet, an arc length of 20.00 feet and a delta of 1° 56' 32" to a point; thence,
- 2.) Leaving said line S 84° 06' 43" E, a distance of 11.98 feet to a point; thence,
- 3.) N 37° 21' 57" E, a distance of 300.21 feet to a point; thence,
- 4.) N 55° 33' 09" E, a distance of 88.71 feet to a point; thence,
- 5.) N 82° 17' 03" E, a distance of 1120.56 feet to a point; thence,
- 6.) N 07° 42' 57" W, a distance of 150.78 feet to the southerly line of Block 252 Lot 6.1; thence,
- 7.) Along said line, S 63° 06' 13" E, a distance of 24.30 feet to a point; thence,
- 8.) Leaving said line, S 07° 42' 57" E, a distance of 136.98 feet to a point; thence,
- 9.) N 82° 17' 03" E, a distance of 124.30 feet to a point; thence,
- 10.) S 53° 52' 03" E, a distance of 39.40 feet to a point; thence,
- 11.) N 82° 36' 52" E, a distance of 274.86 feet to the westerly line of Block 252 Lot 1.2; thence,
- 12.) Along said westerly line S 07° 43' 50" E, a distance of 20.00 feet to a point; thence,
- 13.) Leaving said line S 82° 36' 52" W, a distance of 282.96 feet to a point; thence,
- 14.) N 53° 52' 03" W, a distance of 39.34 feet to a point; thence,
- 15.) S 82° 17' 03" W, a distance of 1252.06 feet to a point; thence,
- 16.) S 55° 33' 09" W, a distance of 80.76 feet to a point; thence,

4

EXHIBIT B
1 of 2

Langan Engineering and Environmental Services

BK 4228PG 186

- 17.) S 37° 21' 57" W, a distance of 308.21 feet to a point; thence,
18.) N 84° 06' 43" W, a distance of 23.19 feet to the point and place of beginning.
Encompassing an area of 42,544 SF/0.977 AC.

12178/05050/0 Jw
Revised 12-18-04
Revised 2-14-05
Revised 2-23-05

EXHIBIT B
2 of 2

Landon Engineering and Environmental Services

BK4228PG187

END OF DOCUMENT

GRANT OF STORM WATERLINE EASEMENT

THIS EASEMENT AGREEMENT made this 18th day of June, 1996 by and between KELLER GRADUATE SCHOOL OF MANAGEMENT, INC., a Delaware corporation, with an office at One Tower Lane, Suite 1000, Oakbrook Terrace, Illinois 60181 ("Grantor"), and DKM PROPERTIES CORP., a New Jersey corporation, with an office at c/o Gale & Wentworth Corporate Services, Inc., Princeton Forrestal Village, 136-200 Main Street, Princeton, NJ 08540-5731 ("Grantee").

WITNESSETH:

WHEREAS, Grantor owns Lot 1.2 in Block 252 as indicated on the Tax Map of the Township of North Brunswick, located in Middlesex County, State of New Jersey; and

WHEREAS, Grantee owns Lot 1.1 in Block 252 as indicated on the Tax Map of the Township of North Brunswick located in Middlesex County State of New Jersey; and

WHEREAS, Grantor wishes to grant and convey unto the Grantee, a permanent easement over Grantor's property in connection with the existing underground storm water transmission pipe serving Grantor's Lot 1.2 and Grantee's Lot 1.1 as generally described on the plan prepared by "Langan Engineering and Environmental Services, Elmwood Park, NJ" titled "DEVRY Institute" "Proposed Drainage Easement", Figure No. "E-1" dated August 18, 1995 revised September 18, 1995 and March 21, 1996, designated as "Exhibit A" which is attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the covenants, promises and agreements contained herein, Grantor and Grantee do mutually covenant, promise and agree as follows:

ARTICLE I
GRANT OF EASEMENT

1.1 Grantor does hereby grant and convey unto Grantee and its respective successors and assigns a permanent and perpetual 20 foot non-exclusive easement in, upon, over, under and through the premises situate, lying and being in the Township of North Brunswick, County of Middlesex and State of New Jersey, being a portion of Lot 1.2 in Block 252 as shown on the current Tax Map of the Township of North Brunswick, as further shown on a certain map labeled "Exhibit A" which is attached hereto and made a part hereof for the purpose of operating the aforesaid storm waterline to the extent necessary in order for Grantor to provide Grantee with up to 16.23 cubic feet per second of capacity in the aforesaid storm waterline for discharge of storm water from Lot 1.1, which permanent and perpetual 20 foot non-exclusive easement area is more particularly described on Exhibit "B" attached hereto and made a part hereof (the "Easement").

1.2 The rights granted by the Easement shall be effective from the date of full execution of this document for the purpose of entering upon the Easement and to pass among the same with equipment, materials and men at such time as the Grantee may elect for the purpose of operating the storm water lines inclusive of the pipes, mains, interceptors, connections and any and all other appurtenant facilities for the closed, underground transmission of storm water, to the extent necessary in order for Grantor to provide Grantee with up to 16.23 cubic feet per second of capacity in the aforesaid storm waterline for discharge of storm water from Lot 1.1. Grantee shall have and is given the right to enter upon said Easement at all times for the permanent and perpetual use and enjoyment of the rights granted herein.

1.3 Grantor for itself and its heirs, executors, administrators, successors and assigns reserves the right to use said lands for any purposes not inconsistent with the terms of this Easement Agreement provided same do not materially interfere with or prevent the use of the Easement for the purposes intended herein and provided further that nothing contained herein, nor the exercise of any

RECEIVED/RECORDED
MIDDLESEX COUNTY 07/16/96 141259
CONSIDERATION 1.00 TAX 1.00
DEED REC. FEE 125.00
INSTRUMENT DEED 9559 NAME DKM

BK 4338PG454

BK 4338PG454

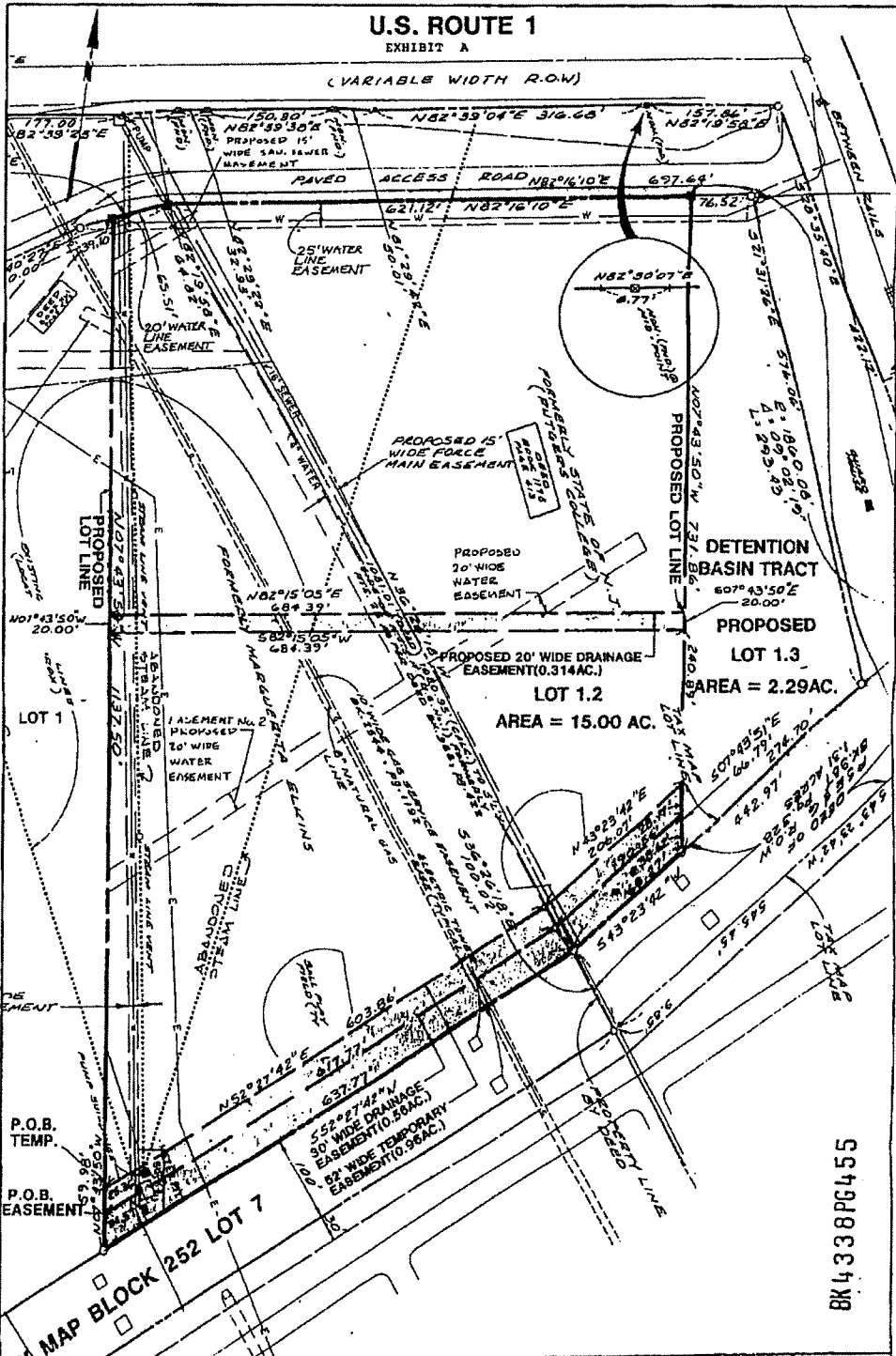
698

R 716-96

U.S. ROUTE 1

EXHIBIT A

(VARIABLE WIDTH R.O.W)



BK 4338PG455

3/21/96	ADDED DRAINAGE EASEMENT	2
9/18/96	REVISED EASEMENTS	1
DEVRY INSTITUTE PROPOSED DRAINAGE EASEMENT		
NORTH BRUNSWICK		NEW JERSEY
PROJ 1290901	SCALE 1"=100'	DATE 9/18/96

JOSEPH E. ROMANO P.L.S. N.J. LIC. NO. 36273

3-21-96

EXHIBIT B

1290901

PROPOSED
20 FOOT WIDE
DRAINAGE EASEMENT
BLOCK 252 LOT 1.2
NORTH BRUNSWICK
MIDDLESEX COUNTY, NJ

Commencing at the intersection of Lots 1.2, 1.3, and 7, Block 252 and running the following course and distance.

- a) North 07 Degrees 43 minutes 50 seconds West, 240.89 feet to the point of beginning; thence,
- 1) South 82 Degrees 15 minutes 05 seconds West for a distance of 684.39 feet to a point; thence,
- 2) North 07 Degrees 43 minutes 50 seconds West for a distance of 20.00' feet to a point; thence,
- 3) North 82 Degrees 15 minutes 05 seconds East for a distance of 684.39 feet to a point; thence,
- 4) South 07 Degrees 43 minutes 50 seconds East for a distance of 20.00 feet to a point and place of beginning.

The above description encompasses an area of 0.314 acres more or less.

The above is in accordance with a plan by "Langan Engineering and Environmental Services, Elmwood Park, NJ", titled "DEVRY Institute" "Proposed Drainage Easement", Figure No. "E-1", dated 8/18/95 revised 9/18/95 and 3/21/96.

G:\DATA\12909\20FOOT.WD
Revised 3/21/96

BK 4338PG 456

rights granted to Grantee hereunder, shall unreasonably interfere with the Grantor's use of its property inclusive of the Easement.

1.4 Grantee, hereby assumes all risks of loss of or damage to any property whatsoever, and wherever located, and any injury to, or death to, any person or persons whomsoever, occurring by reason of, or in connection with, or directly or indirectly arising out of, or relating to the exercise by Grantee of any rights granted hereunder and hereby agree to indemnify and save harmless and hereby release Grantor from and against any and all liability, loss, damage, injury or death and any and all claims, demands, actions, suits, judgments, costs, charges, fees, damages and expenses (including, without limitation, reasonable attorneys' fees) which may arise or result therefrom.

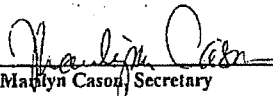
1.5 Grantee shall not interfere with Grantor's use within the Easement, and/or Grantor's property, resulting from Grantee's exercising its rights herein.

1.6 The Easement granted herein shall run with the land and this Easement Agreement shall be binding upon the parties hereto and their respective successors and assigns.

1.7 Upon the completion of any work relating to the aforesaid purposes, Grantee shall cause all vehicles, equipment and implements used in such work and all materials not incorporated therein to be removed from said Easement and in the event that the exercise of the rights granted herein by any party results in the disturbance of the surface of any lands, and/or any improvements thereon, of any other party except as contemplated herein, said disturbance shall be repaired, and the surface of such property and any improvements thereon shall be restored to the extent reasonably practical to their condition existing prior to the exercise of such rights, by the party exercising such rights, at such exercising party's sole cost and expense.

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

ATTEST:


Marilyn Cason, Secretary

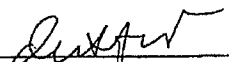
KELLER GRADUATE SCHOOL OF
MANAGEMENT, INC. Grantor

By: 
Ken Rutkowski, Vice President

ATTEST:

, Assistant Secretary

DKM PROPERTIES CORP., Grantee

By: 
Donald M. Slaght, Vice President - Leasing

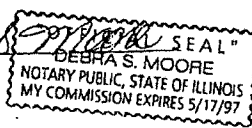
STATE OF ILLINOIS)
) SS:
COUNTY OF DuPage)

I CERTIFY that on June 18, 1996, 1996, Marilyn Cason personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) she is the Secretary of KELLER GRADUATE SCHOOL OF MANAGEMENT, INC., the corporation named in the attached document;
- (b) she is the attesting witness to the signing of this document by the proper corporate officer who is Ken Rutkowski, 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;
- (d) she knows the proper seal of the corporation which was affixed to this document; and
- (e) she signed this proof to attest to the truth of these facts.

Signed and sworn to before me
, 1996.

[Signature]
Notary Public



[Signature]
Marilyn Cason, Secretary

STATE OF NEW JERSEY)
) SS:
COUNTY OF)

I CERTIFY that on June 18, 1996, personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) he/she is the (Assistant) Secretary of DKM PROPERTIES CORP., the corporation named in the attached document;
- (b) he/she is the attesting witness to the signing of this document by the proper corporate officer who is , 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;
- (d) he/she knows the proper seal of the corporation which was affixed to this document; and
- (e) he/she signed this proof to attest to the truth of these facts.

Signed and sworn to before me
, 1996.

RETURN TO

Notary Public

, (Assistant) Secretary

[Handwritten notes]
DKM Properties Corp.
POB 6570
Lawrenceville, GA
08/18/96

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

Prepared By:

Gary M. Maletta
Gary M. Maletta, Esq.

RETURN TO

133841

CONSENT AGREEMENT

THIS AGREEMENT made this 7th 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:

RECEIVED/RECORDED
MIDDLESEX COUNTY 03/18/95 105343
CONSIDERATION \$ 00 TAX
DEED REC. FEE 153.00
INSTRUMENT FEE 3227
1995 03 22 4 PG 65
BK 4224 PG 65

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. Arken Sanitary Sewer Force Main. Arken 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 Arken 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 Arken 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, Arken 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 Arken's willingness to reinforce or reconstruct the sign, then Arken 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 Arken, 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 Arken 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. Arken 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 Arken and are not assignable to any successor or assign unless Arken 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 Arken 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.

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.

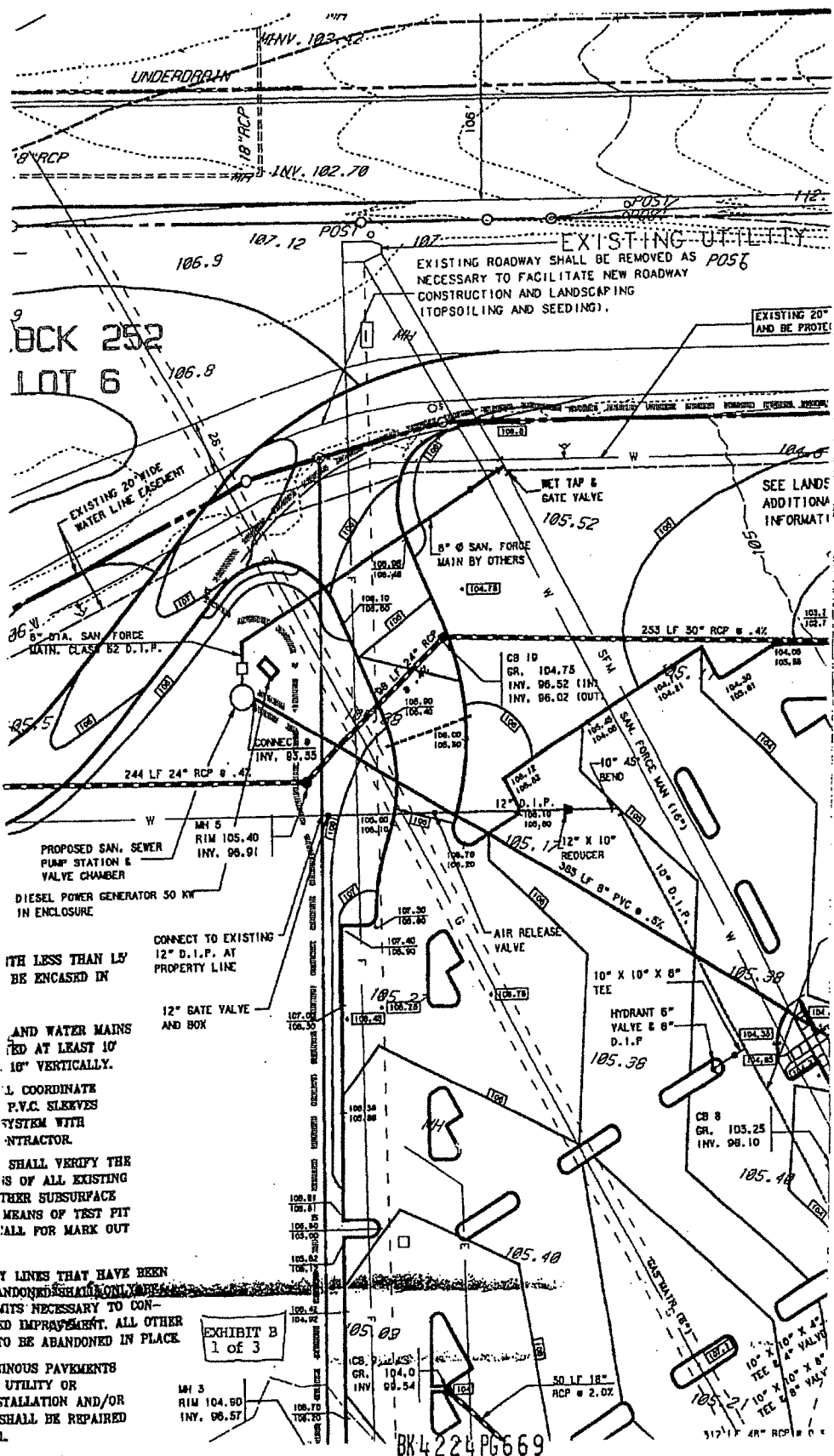
NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars, each in hand paid to the other and in consideration of the mutual covenants and easements herein contained, it is agreed as follows:

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

BK4224PG668



BLOCK 252
 LOT 6

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

EXISTING 20" AND BE PROTE

SEE LAND ADDITIONAL INFORMATION

EXISTING 20" WIDE WATER LINE EASEMENT

36" DIA. SAN FORCE MAIN, CLASS B2 D.I.P.

PROPOSED SAN. SEWER PUMP STATION & VALVE CHAMBER
 DIESEL POWER GENERATOR 50 KW IN ENCLOSURE

WITH LESS THAN 12" BE ENCASED IN

AND WATER MAINS TO BE AT LEAST 10" VERTICALLY.

SHALL COORDINATE P.V.C. SLEEVES SYSTEM WITH CONTRACTOR.

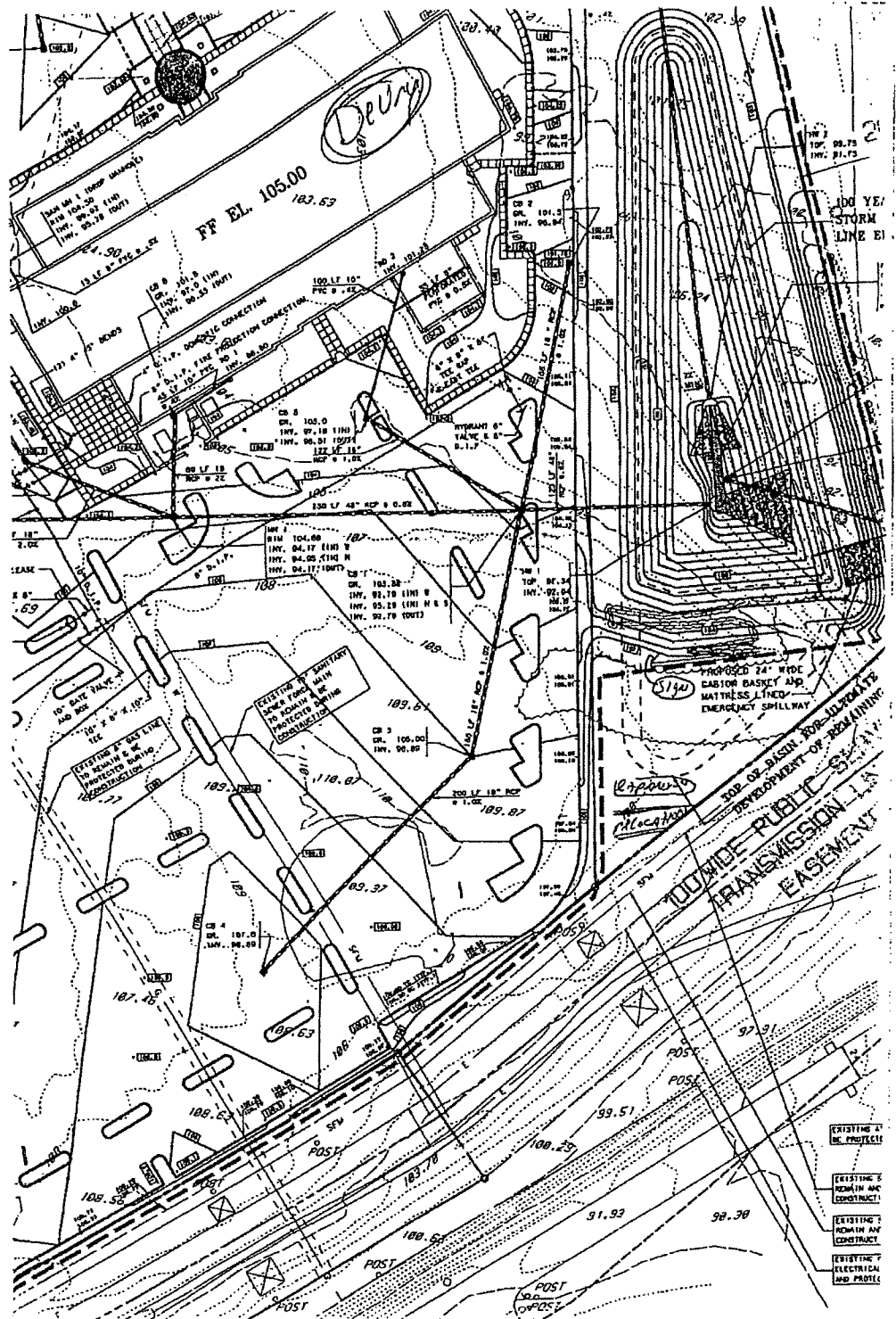
SHALL VERIFY THE DEPTH OF ALL EXISTING OTHER SUBSURFACE MEANS OF TEST PIT SHALL FOR MARK OUT

ALL UTILITIES THAT HAVE BEEN ABANDONED SHALL ONLY BE REMOVED IF NECESSARY TO CONDUCT IMPROVEMENT. ALL OTHER UTILITIES SHALL BE ABANDONED IN PLACE

MINOR PAYMENTS FOR UTILITY OR INSTALLATION AND/OR REPAIR SHALL BE REPAIRED BY THE OWNER.

EXHIBIT B
 1 of 3

BK 4224 PG 669



524-3013

CONSTRUCTED AT OUTLET
 LOCATION DURING USE OF
 24 BASIN AS SEDIMENT BASIN
 TO CONNECT TO PERMANENT
 DISCHARGE PIPE.

REGRADE AREA AS SHOWN

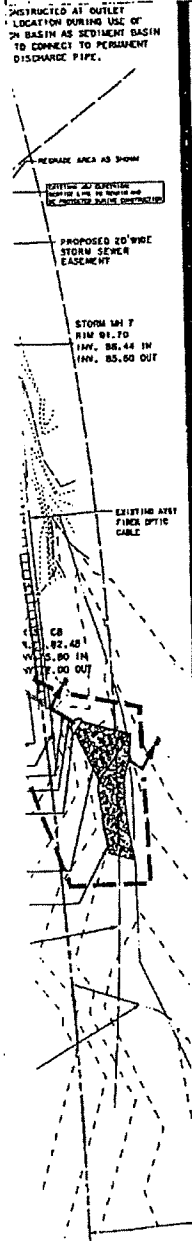
EXISTING 20" DEGREE
 STORM SEWER TO BE REMOVED AND
 RE-CONSTRUCTED AS SHOWN

PROPOSED 20" WIDE
 STORM SEWER
 EASEMENT

STORM MH 7
 RIM 81.70
 INV. 86.44 IN
 INV. 85.00 OUT

EXISTING 48" ATTY
 FIBER OPTIC
 CABLE

CS
 22.45'
 12.00 IN
 12.00 OUT



JOB NO. 12178		REVISIONS	
DATE	JUNE 13, 1994	NO. 1	FOR THE CONTRACT LETTER
SCALE	1" = 50'	NO. 2	FOR THE CONTRACT LETTER
DRAWN BY	AZ	NO. 3	FOR THE CONTRACT LETTER
CHKD. BY	R.P.	NO. 4	FOR THE CONTRACT LETTER
		NO. 5	FOR THE CONTRACT LETTER
		NO. 6	FOR THE CONTRACT LETTER
		NO. 7	FOR THE CONTRACT LETTER

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

DRAWING NO.
21.01

EXHIBIT B
 3 of 3

BK 4224 PG 671

01/17/95 14:04 FAX 201 794 0388

LANGAN

002/012

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) 794-0388
ELMWOOD PARK, NJ • NEW YORK, NY • MIAMI, FL • BOYLESTOWN, PA

BK4224PG672

WORK ELEMENTS

MACHINE/HAND EXCAVATE EACH WALL PANEL, DISPOSE SOIL, &

STABILIZE SOIL FACE REMAININGS

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

6

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

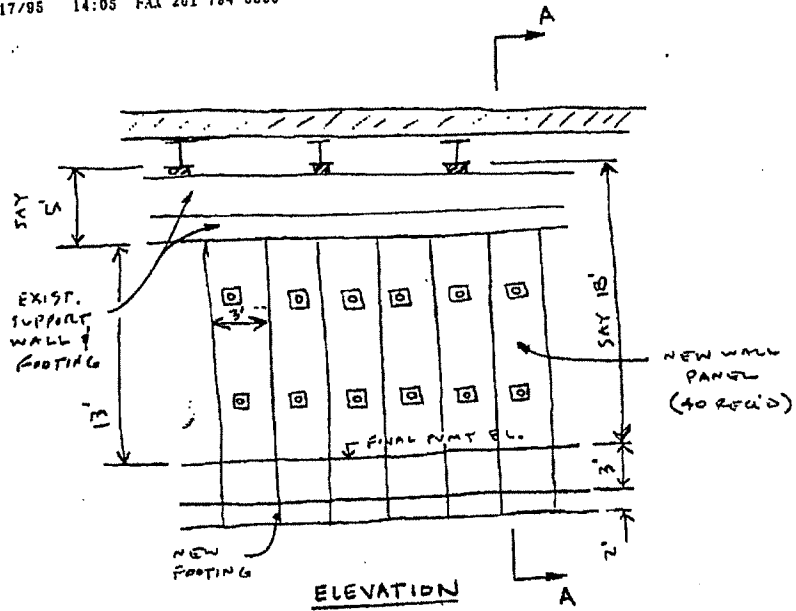
\$ 75,000

SURVEY

\$ 10,000

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

= \$ 650,000



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

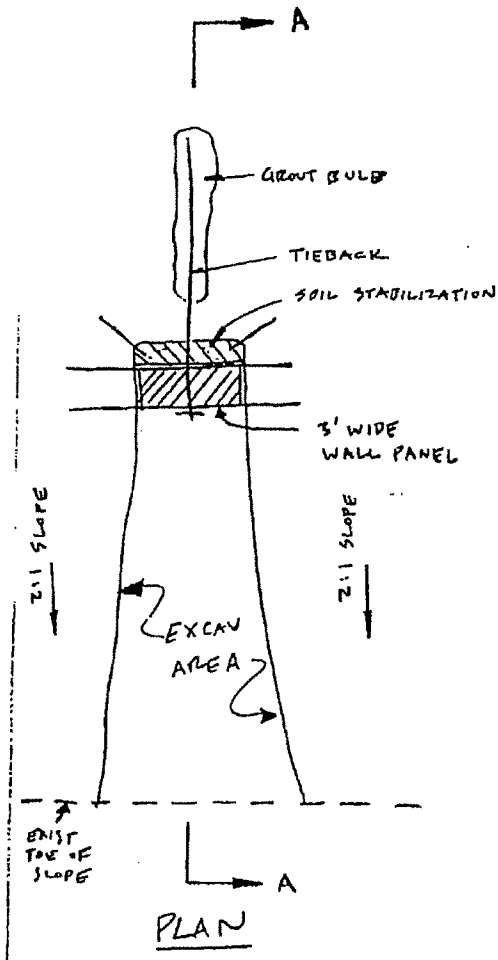
FOOTINGS ARE 3' WIDE
 x 2.0' HIGH
 x 4' DEEP

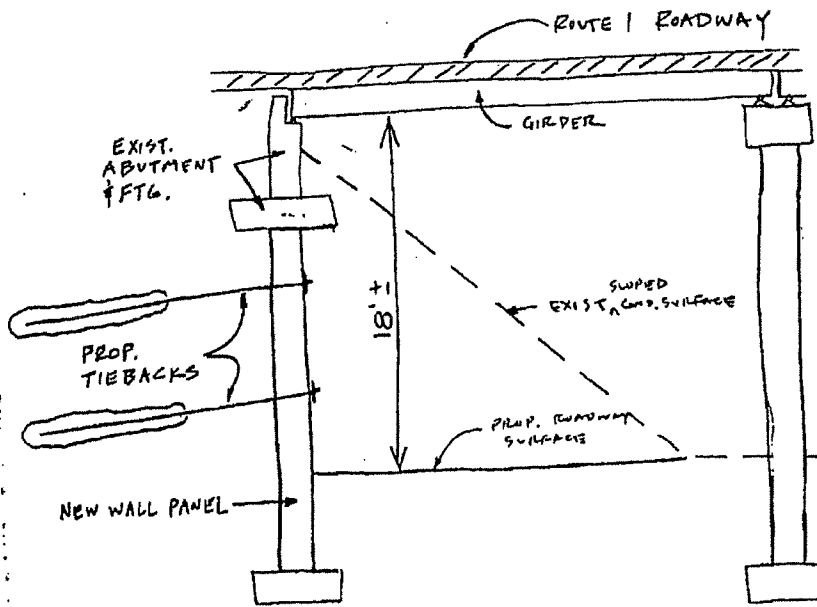
WEST WINGWALL 45' LONG
 x 1' THICK
 x 13' HT (AVG.)

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

BK4224PG675

Langan Engineering and Environmental Services



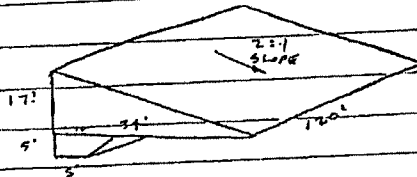


SECTION A-A

BK 4224 PG 677

Langan Engineering and Environmental Services

EXCAVATE AT NEW MOUNTMENT



$$\text{TOTAL VOL} = \left[\left(\frac{17}{2} \right) (14) (120) + \left(\frac{5+10}{2} \right) (9) (120) \right] \div 27 = 1450$$

RATES: SHovel LOADER/HRE = 5.00/cy

HRND = 30.00/cy

SAY 60% OF EXCAV. IS PERFORMED BY HRND

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

USE 1.5 FACTOR FOR DIFFICULT WORKING CONDITIONS

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

$$\text{EXCAV. COST} = (1450 \text{ CY}) (30.00/\text{CY}) = \boxed{43,500}$$

Haul & Dispose

SAY 3.00/cy

$$\text{HAUL/DISPOSAL COST} = (1450)(3.00) = \boxed{4350}$$

STABILIZE SOIL FACE

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

MEASURING 7' X 3.33' IN 0.5 HRS APPLYING REBAR

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

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

$$\text{LABOR \$} = 22.50 \times 3 \times 0.5 \times \frac{1}{125 \text{ SF}} = 3.50 / \text{SF}$$

$$\text{MAT \$} = (1 \text{ SF}) (0.25 \text{ TPK}) = 0.25 \text{ CF/SF} @ 0.00 / \text{CF} = 1.50$$

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

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

CONSTRUCT WALL PANEL FOOTING

$$\text{ASSUMED FTG. VOL} = (120)(2)(4) \left(\frac{1}{12}\right) = 36 \text{ CY}$$

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

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

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

CONSTRUCT WALL PANELS

$$(16' \times 2' \times 120' \times \frac{1}{12}) \times 500 / \text{CY} = \boxed{71,110}$$

TIE WALL PANELS BACK

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

BACKFILL / CRUSHED STONE PUNT @ STREET AREA

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

$$\text{VOL} = \left(\frac{5 \times 10}{2}\right) (5) (120) \left(\frac{1}{24}\right) = 170 \text{ CY}$$

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

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

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

$$= \boxed{\$935}$$

BK4224PG679

Langan Engineering and Environmental Services

CONSTRUCT STONE PUNT (SUBBASE FOR FUTURE ROAD)

$$AREA = 120' \times 45' \times \frac{1}{4} = 600 \text{ SY}$$

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

SPREAD & COMPACT GRADED STONE MIX TO 6" THK

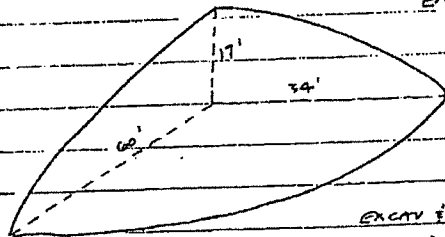
$$(600 \text{ SY})(3.25) = \$1950$$

TOTAL 8' FILL/STONE PUNT COST

$$= 935 + 900 + 1950 = \boxed{3785}$$

EXCAVATE FOR WING WALLS

EAST WING WALL



APPROX VOL =

$$34 \times 6.5 \times 7 \times \frac{1}{2} = 550 \text{ CY}$$

$$+ 300$$

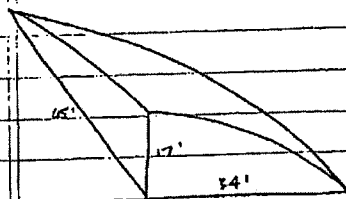
$$\hline 850$$

EXCAV & DISPOSAL COST

$$= (3.00/\text{CY EXCAV} + 3.00/\text{CY Haul/Disposal})$$

$$(850 \text{ CY}) = \$5,100$$

WEST WING WALL



APPROX VOL =

$$34 \times 6.5 \times 7 \times \frac{1}{2} = 600 \text{ CY}$$

$$+ 300$$

$$\hline 900$$

EXCAV & DISPOSAL COST =

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

BK 42246680

TOTAL EXCAV/ DISPOSAL COSTS =

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

CONSTRUCT WINGWALLS & FTGS.

FOOTINGS:

SKY TOTAL LENGTH = 60' + 65' = 125'

ASSUME FOOTING IS 18" THK & 6' WIDE

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

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

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

$$\text{FORMWORK} = (1.5)(125)(2)\left(\frac{3.50}{\text{SFCA}}\right) = \$1,315$$

WALL: (ASSUME AVG WALL THICKNESS = 18")

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

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

TOTAL COST OF WINGWALLS & FTGS:

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

$$= \boxed{44,100}$$

BACKFILL WING WALLS, TOPSOIL, SEED.

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

$$VOL = \frac{(3 + 15)}{2} (125)(15.75) \left(\frac{1}{27}\right) = 440 \text{ c.y.}$$

BACKFILL/COMPACT. UNIT COST = 2.00 + 3.50 = 5.50

$$\text{TOTAL BACKFILL COST} = 440 \times 5.50 = \$2,420$$

TOPSOIL & SEED:

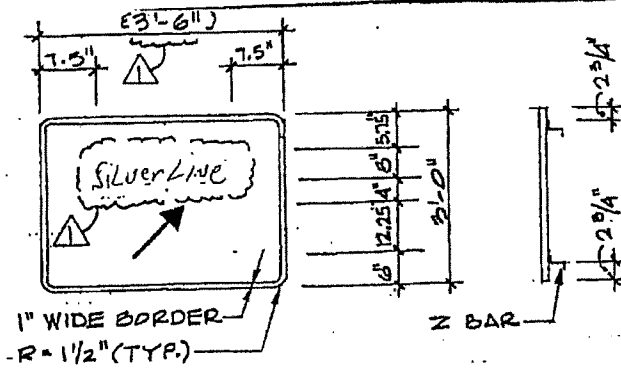
$$\text{SURFACE AREA} = (125)(15) \left(\frac{1}{4}\right) = 208 \text{ s.y.}$$

TOPSOIL TO 4" DEEP & SEED @ 8.75/sy

$$\text{TOTAL COST T+S} = (208)(8.75) = \$1,820$$

TOTAL COST BACKFILL TOPSOIL & SEED =

$$2420 + 1820 = \boxed{5,450}$$



NOTES:

1. WHITE LEGEND AND BORDER, GREEN BACKGROUND
2. PROVIDE TWO (2) SIGN PANELS. DOT FORCES WILL INSTALL
3. 12" x 13 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 <u>KPP</u>	DATE <u>12/13/94</u>	PROJ. NO. <u>1217B</u>
		CD.	DATE	SHEET <u>1</u> OF <u>1</u>

LANGAN ENGINEERING

BK4224PG683

Exhibit D

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
Garey/N. Maietta, Assistant Secretary

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

WITNESS:

ARTKEN REALTY, L.L.C.

Elizabeth A. Gault

By: Arthur Silverman
Arthur Silverman, Member

WITNESS:

ARTKEN REALTY, L.L.C.

Elizabeth A. Gault

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

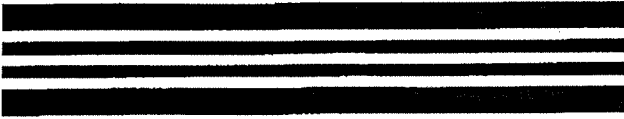
STATE OF NEW JERSEY)
) ss:
COUNTY OF MERCER)

I CERTIFY that on March 7th, 1995, Garey 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 12/17/95

Gary N. Maietta
Garey N. Maietta, Assistant Secretary

END OF DOCUMENT



MIDDLESEX COUNTY CLERK

Return To:

TRANS-COUNTY TITLE AGENCY
P O BOX 675
N B
NJ 08903

Index DEED BOOK

Book 05404 Page 0708

No. Pages 0015

Instrument DEED W/O ABSTRA

Date : 11/03/2004

Time : 3:49:08

Control # 200411031060

INST# DE 2004 024679

DKM PROPERTIES CORP.

Employee ID DALALE

RECORDING	\$	90.00
DARM	\$	42.00
NJPRPA	\$	28.00
- - - - -	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	160.00

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

ELAINE FLYNN
COUNTY CLERK



200411031060



Cover sheet is part of Middlesex County filing record
Retain this page for future reference
Not part of the original submitted document

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HEREUNDER BY BOOK AND
PAGE NUMBER, USE THE
BOOK AND PAGE NUMBER
ABOVE.

805404P-708

Record & Return/TC: 32754
32755
TRANS-COUNTY TITLE AGENCY, L.L.C.
P.O. Box 675
New Brunswick, NJ 08903

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")

RECORDED
FLAINE H. FLYNN
MIDDLESEX COUNTY CLERK
2004 NOV -3 PM 3:51
BOOK # _____
PAGE# _____
OF PAGES _____

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

#2517386 (104875.025)
Ljw/weston mill/MCIA DKM EDA Artken
Amend to Consent clean 10-20-04

805404P-709

14

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.

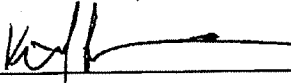
IN WITNESS WHEREOF, the undersigned have caused these presents to be signed and sealed on the day and year first written above.

WITNESS:



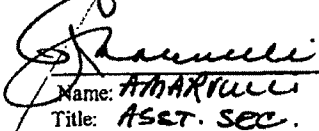
Name: PHILIP ARNET
Title: CORP. COORDINATOR / VP

ARTKEN REALTY, L.L.C.

By: 

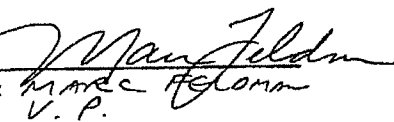
Name: KENNETH SILVERMAN
Title: MEMBER

WITNESS:



Name: ANTHONY AMICO
Title: ASST. SEC.

DKM PROPERTIES CORP.

By: 

Name: MARC FELOM
Title: V.P.

[ACKNOWLEDGEMENTS PAGE]

[ACKNOWLEDGEMENTS PAGE]

State of New Jersey, County of *Morristown* SS:

I certify that on this *22* day of *OCTOBER* 2004, *KAY 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, 2006

State of New Jersey, County of *Morris* 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. Cusumano
(Notary Public)
Stephan J. Cusumano
Attorney at Law
State of New Jersey



JOHN H. ALLGAIR, 1993-01
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 75.88 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

1 of 3

EXHIBIT A - COUNTY PARCEL

CONSULTING AND MUNICIPAL ENGINEERS
3141 BORDENTOWN AVENUE • PARLIN, NEW JERSEY 08859-1182 • 732-727-8000

805404P-716





August 16, 2004
File No. P-MC-00063-01
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



B05404P-717



August 16, 2004
File No. P-MC-00063-01
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

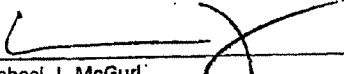
- 20) Along said northeasterly right-of-way line of Elkins Lane and continuing along the northeasterly line of Lot 8, Block 252, North 51° 27' 40" West, a distance of 115.00 feet to a point in the northwesterly line of Lot 8, Block 252, thence
- 21) Along said northwesterly line of Lot 8, Block 252, 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

B05404P-718



JOHN H. ALLGAIER, 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. VALESI, 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

1 of 2

EXHIBIT B - EDA PARCEL

B05404P-719



August 16, 2004
File No. P-MC-00063-01
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.

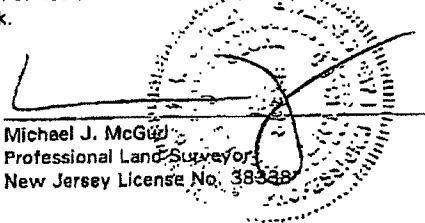
Said description of proposed Lot 1.06 in Block 252 containing 1,079,314 Square Feet or 24.778 Acres, more or less.

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. McGuffee
Professional Land Surveyor
New Jersey License No. 38538



Proposed Lot 1.06 Block 252

805404P-720

JOHN M. ALLGAIR, 1983-01
DAVID J. SAMUEL, P.E., P.P.
JOHN A. STEFANI, P.E., L.S., P.P.
JAY B. CORNELL, P.E., P.P.
MICHAEL J. McLELLAND, P.E., P.P.
GREGORY R. VALESI, 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-1MC-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.

1 of 2

805404P-721

CONSULTING AND MUNICIPAL ENGINEERS

3141 BORDENTOWN AVENUE - PARLIN, NEW JERSEY 08854-1162 - 732-727-8000

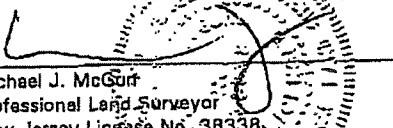
927/07 P 8688 ON

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

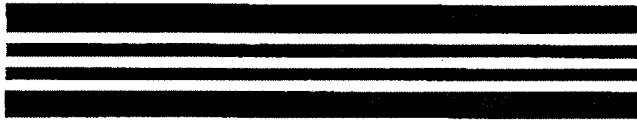
Said described lands being known as all of Lot 1.03 in Block 252, as shown on the official Tax Maps of the Township of North Brunswick.


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

Proposed Lot 1.03 Block 252

2 of 2

B05404P-722



MIDDLESEX COUNTY CLERK

Return To:

FARER FERSKO
600 SOUTH AVE
POB 580
WESTFIELD, NJ, 07091

ARTKEN REALTY, L.L.C.

Index DEED BOOK

Book 06032 Page 0062

No. Pages 0019

Instrument DEED W/O ABSTRA

Date : 3/13/2009

Time : 11:13:12

Control # 200903130323

INST# DE 2009 002168

Employee ID MALTBS

RECORDING	\$	110.00
DARM	\$	54.00
NJPRPA	\$	36.00
- . . . .	\$	.00
- . . . .	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	200.00

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

ELAINE FLYNN
COUNTY CLERK



Cover sheet is part of Middlesex County filing record

Retain this page for future reference

Not part of the original submitted document

DO NOT REMOVE THIS PAGE.
TO ACCESS THE IMAGE OF
THE DOCUMENT RECORDED
HEREUNDER BY BOOK AND
PAGE NUMBER, USE THE
BOOK AND PAGE NUMBER
ABOVE.

B06032P0062

Record and Return to:
Farer Fersko
A Professional Association
600 South Avenue
P.O. Box 580
Westfield, NJ 07091
Attention: Jack Fersko

RECORDED
ELAINE M. FLYNN
MIDDLESEX CTY CLERK

2009 MAR 13 AM 11:15

BOOK # _____

PAGE# _____

OF PAGES _____

Second Amendment to Consent Agreement

This second amendment to consent agreement (the "Second Amendment") made as of the 16 day of February, 2009, by and among

Arken

Arken Realty, L.L.C. ("Arken"), a New Jersey limited liability company, with an office c/o Silverline Building Products Corporation, One Silverline Drive, North Brunswick, New Jersey 08902

-and-

New Jersey Economic Development Authority ("NJEDA"), an instrumentality of the State of New Jersey, with an office at 36 West State Street, P.O. Box 990, Trenton, New Jersey 08625,

-and-

L'Oreal USA Products, Inc. ("L'Oreal"), a Delaware Corporation, with an office at 133 Terminal Avenue, Clark, New Jersey 07066.

Background

A. NJEDA is the fee owner of Lot 1.06 in Block 252, Township of North Brunswick, Middlesex County, New Jersey (the "NJEDA Lot").

B. NJEDA is the successor in title to DKM Properties Corp., ("DKM") to the NJEDA Lot.

C. The NJEDA Lot was subdivided from Lot 1.04, Block 252, Township of North Brunswick, Middlesex County, New Jersey ("Lot 1.04"), which Lot 1.04 was owned by DKM.

18

D. L'Oreal has entered into an Agreement and Ground Lease (the "Lease") with NJEDA which provides, among other things, that L'Oreal has an option to purchase the NJEDA Lot.

E. On March 7, 1995, Artken and DKM entered into a Consent Agreement (the "Agreement"), recorded on March 10, 1995 in Book 4224, at Page 665, and which referenced numerous lots, including Lot 1.01 from which Lot 1.04 was subdivided.

F. The Agreement was amended by a First Amendment to Consent Agreement (the "First Amendment") on October 22, 2004, which First Amendment was recorded on November 3, 2004 in Book 5404, at Page 708. The Agreement and First Amendment are collectively referred to as the "Consent Agreement".

G. On March 7, 1995, Artken and DKM entered into a Restated and Amended Easement Agreement (the "Easement Agreement"), recorded on March 10, 1995 in Book 4224, at Page 608.

H. The parties intend to amend the Easement Agreement and to further amend the Consent Agreement pursuant to the terms and conditions set forth herein.

Now, therefore, in consideration of the premises and the mutual covenants contained in this Second Amendment, it is agreed as follows:

1. Incorporation of Background Section. The Background Section of this Second Amendment is incorporated herein by reference as though set forth at length herein.

2. Defined Terms. Words used in this Second Amendment as defined terms and not otherwise defined herein shall have the meaning ascribed to such terms in the Consent Agreement.

3. Satisfaction and Release of NJEDA upon NJDOT Contract. Notwithstanding anything to the contrary set forth in the Consent Agreement, Artken acknowledges that any and all obligations of NJEDA under the Consent Agreement as to the bridge abutment modifications and all other work and obligations provided for in paragraph 3 of the First Amendment shall be deemed satisfied by the work to be performed by NJDOT in the course of the section 6V improvements to Route 1, as more fully shown on Exhibit A annexed hereto and made a part hereof, as if more fully set forth at length herein (the "NJDOT 6V Project"), and effective upon the NJDOT accepting bids for construction contracts for the performance of the NJDOT 6V Project bridge replacement and underpass widening work, NJEDA and its successors and/or assigns shall automatically be released from any and all obligations of the Consent Agreement provided for in paragraph 3 of the First Amendment.

4. Withdrawal of the NJDOT 6V Project. In the event the NJDOT fails to accept a bid for a construction contract as is referred to in paragraph 3 above, or discontinues the NJDOT 6V Project, and as a result the bridge abutment modifications

provided for in the Agreement are not completed, then, and in that event, and notwithstanding anything to the contrary set forth in the Consent Agreement, Artken shall deem the provisions of paragraph 3 of the First Amendment to be satisfied upon (i) the performance of the work shown on Exhibit C annexed to the Agreement, as the same may be reasonably modified with the prior consent of Artken, not to be unreasonably withheld, conditioned or delayed, or (ii) completion of the overpass reconstruction as provided for in the NJDOT 6V Project.

5. **Development Limitation.** For purposes of clarification, Artken confirms that the development limitations set forth in the Consent Agreement were tied to the bridge abutment modifications only and such development limitations shall be deemed null and void upon the satisfaction of the conditions set forth in paragraph 3 or 4 of this Second Amendment. In addition, the last sentence of paragraph 1 and the last sentence of the first paragraph within paragraph 3 of the Easement Agreement are hereby deleted in their entirety.

6. **L'Oreal Development.** Upon the satisfaction of either paragraph 3 or 4 above, Artken waives any and all square footage development limitations on the NJEDA Lot.

7. **Insurance.** Upon a public taking or public dedication of the Artken Access Area (as defined in a certain agreement entitled "Restated and Amended Reciprocal Easement and Utility Agreement", dated March 7, 1995 and recorded in Deed Book 4224, at Page 730 *et seq.*), the insurance and indemnification provisions referred to in paragraph 5 of the First Amendment with respect to the Artken Access Areas shall be deemed terminated and of no further force or effect, 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 the public taking or public dedication of the Artken Access Area.

8. **Indemnification.** Artken, NJEDA and L'Oreal each state that they have not received any written notice of a claim, and that, to the best of their knowledge, that they know of no claim that would give rise to Artken's right of indemnification as provided for in either the Consent Agreement or the Restated and Amended Reciprocal Easement and Utility Agreement, or both. The parties further agree, that upon written request by any of the parties, they will provide to the requesting party an estoppel certificate either stating that they have not received any written notice of a claim, and that, to the best of their knowledge, they know of no such claim that would give rise to a right of indemnification as provided for in either the Consent Agreement or the Restated and Amended Reciprocal Easement and Utility Agreement, or both, or in the alternative, identifying any such claim that they have received or have knowledge of.

9. **Authority.** By signing this Second Amendment, the parties individually represent and warrant that they have the authority to sign this Second Amendment on behalf of the party for whom they are signing and to bind such party to this Second Amendment.

10. **Full Force and Effect.** Except as expressly provided in this Second

Amendment, the terms and conditions of the Consent Agreement shall remain in full force and effect.

11. **Binding Effect.** This Second Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including, without limitation, successors and assigns in title.

12. **Miscellaneous.** In all references in this Second Amendment to any parties, persons, entities or corporation, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Second Amendment may require.

13. **Counterparts.** This Second Amendment may be executed in any number of counterparts, each of which shall be an original and all, when taken together, shall constitute one and the same document. Transmission by facsimile of an executed counterpart of this Second Amendment shall be deemed to constitute due and sufficient delivery of such counterpart.


Signed and sealed by the parties:

Witness:



Artken Realty, L.L.C., a New Jersey limited liability company,

By:


_____ *HOWARD SILVERMAN, MANAGING MEMBER*

Witness or Attest:

David E. Nuse

WITNESS DAVID E. NUSE
DIRECTOR
Attest: REAL ESTATE DIVISION

New Jersey Economic Development Authority, an instrumentality of the State of New Jersey


By:



CAREN S. FRANZINI
CHIEF EXECUTIVE OFFICER

L'Oreal USA Products, Inc., a Delaware Corporation

By:



Christopher J. Corbett
Vice President

Acknowledgements

State of New Jersey)
) ss:
County of Bergen)

Be it remembered, that on this 11 day of February, 2009, before me the subscriber, personally appeared MARGARITA SOBINOVA, one of the Members of Artken Realty, L.L.C., the Limited Liability Company named in and on whose behalf he/she executed the within instrument, and thereupon he/she acknowledged that he/she signed, sealed and delivered the same as the act and deed of the Limited Liability Company for the uses and purposes therein expressed.

Margarita Sobinova
A Notary Public of New Jersey
My Commission Expires: _____ \ (Affix notarial seal)

**Margarita Sobinova
Notary Public of New Jersey
My Commission Expires June 21, 2012**

State of New Jersey)
) ss:
County of Mercer)

Be it remembered, that on this 16 day of ^{March} February, 2009, before me the subscriber, personally appeared Caren S. Frazzini, who, I am satisfied, is the person who signed the within instrument as CEO of New Jersey Economic Development Authority, an instrumentality of the State of New Jersey, and he/she thereupon acknowledged that the said instrument, made by the New Jersey Economic Development Authority and sealed with its corporate seal, was signed, sealed with the corporate seal and delivered by him/her as such officer and is the voluntary act and deed of New Jersey Economic Development Authority, made by virtue of authority from its Board of Directors.

Caren S. Frazzini
A Notary Public of _____
My Commission Expires _____
**CARLEEN A. DORWEPENHEISER
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 1, 2009**
(Affix notarial seal)


01/17/95 14:04 FAX 201 784 0300

LARGAN

002/012

ILLEGIBLE ORIGINAL
Middlesex County Clerk

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

 **LARGAN**
Engineering and Environmental Services, Inc.

17 JAN. 1995

123.17

EXHIBIT C

RIVER DRIVE CENTER 1 • ELWOOD PARK, NEW JERSEY 07207-1338 • (201) 784-8800 • FAX: (201) 784-0300
ELWOOD PARK, NJ • REG. TRANS. ST. • ROAD, N. • MERLESTOWN, PA

0K4224PG67Z

B06032P0069

01/17/85 14:04 FAX 201 794 8300

LANGAN

00037011

WORK ELEMENTS

MACHINE/HAND EXCAVATE GRAVE UNDER CONCRETE DRAINAGE SOLID

MATERIALS SOLID WASTE REMOVAL

CONSTRUCT WALL CONCRETE FOOTING

CONSTRUCT WALL CONCRETE & DIRT BACK

POUR CONCRETE IN 30" DIA. GRADE

PAVE DRIVEWAY (CONCRETE DRIVEWAY)

EXCAVATE SOIL UNDER WALKS, DRAINAGE SOLID

CONSTRUCT WALK WALKS

BASEFILL TOP SOIL & SAND

ENGINEERING SITE

ENGINEERING GEOTECHNICAL

ENGINEERING FOUNDATION/STRUCTURE

PERMITTING

STREVEY

LANGAN Engineering and Environmental Services

0K4224PG67J

806032P0070

(C)

TOTAL CONSTRUCTION COSTS

43,500

9,750

13,200

7,200

2,800

71,110

260,000

7,705

ENGINEERING

10,500

46,100

30,000 CIVIL

5,450

15,000 SOILS

487,995

30,000 STRUCT

15% BILL 73,200

\$ 75,000

\$ 342,000

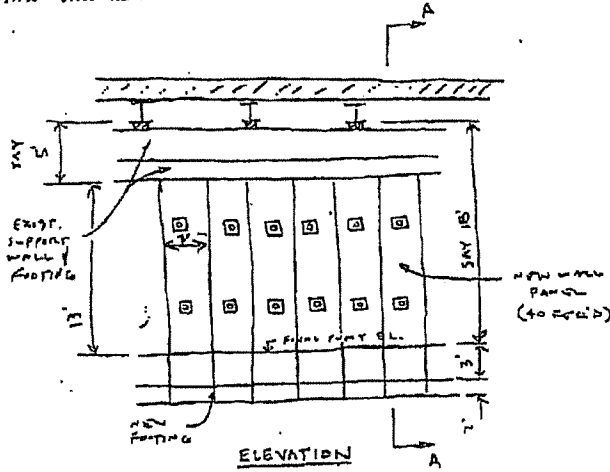
SURVEY

\$ 10,000

GRAND TOTAL = 542,000 + 75,000 + 10,000

\$ 627,000

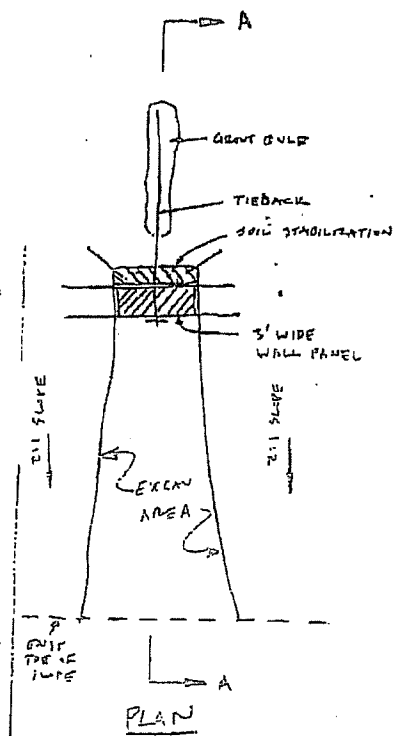
B06032P0071



- ASSUME: WALL PANELS ARE 3' WIDE
 - x 2.0' THICK
 - x 10' HIGH
- FOOTINGS ARE 3' WIDE
 - x 2.0' THICK
 - x 4' DEEP
- WEST WINDOW 45' LONG
 - x 1' THICK
 - x 17' HT (A.W.)
- EAST WINDOW 60' LONG
 - x 1' THICK
 - x 17.2' HT (A.W.)

004224 PE 675 Langan Engineering and Environmental Services

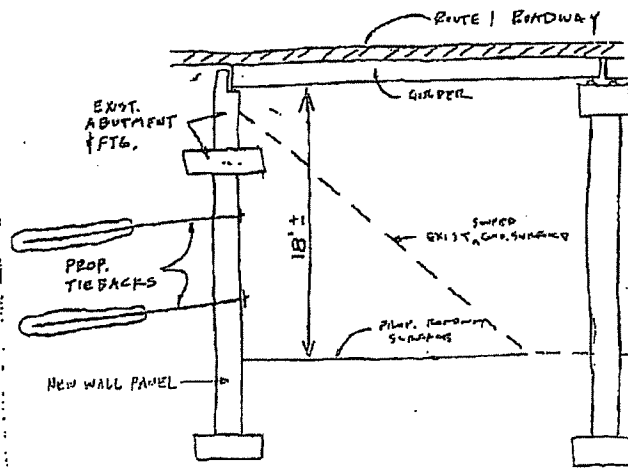
806032P0072



Engineering and Environmental Services

BK 4224 PG 676

806032P0073



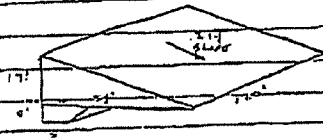
SECTION A-A

BK 4224 PG 677

Engineering and Environmental Services

B06032P0074

EXCAVATE AT NEW EQUIPMENT



$$\text{TOTAL VOL} = \left[\left(\frac{17}{2} \right) (14) (12) + \left(\frac{5-10}{2} \right) (6) (12) \right] \div 27 = 1450$$

RATES: FILL CONCRET/MFG = 5.00/CY

HAND = 7.00/CY

SAY 60% OF REBAR IS PAID BY HAND

$$\text{REBAR} = (8.00)(0.4) + (20.00)(0.6) = 12.00$$

USE 1.5' MINIMUM FOR REBAR WITH MINIMUM 4' MINIMUM

RATE = \$30.00/CY

$$\text{FORM COST} = (1450 \text{ CY}) (2.10/04) = \boxed{43,500}$$

WALL & CURB

SAY 3.00/27

$$\text{TOTAL CURB COST} = (1250)(3.00) = \boxed{4350}$$

STABILIZE WALL BASE

SAY 3' MIN TO 21.00/115 FEET FOR PROTECTIVE WALL

APPROXIMATE 2' x 33' IN 0.5' HOLE APPROXIMATE ESTIMATE

APPROXIMATE 1' CONC (HAND LAYED) TO 3" THICK

BK 4224 PG 678

Engineering and Environmental Services

B06032P0075

WALL SURFACE AREA OF INTERIOR = 120' x 3' = 360'

CRACK # = $12.50 \times 3 = 0.5' \times \frac{1}{4} = 3.75/20$

RTT # = $(1.15)(0.35 \text{ MIL}) = 0.4025 @ 0.00/CR = 1.2$

TOTAL \$ = \$5.00/20

$$(360 \text{ SF})(5.00/20) = \boxed{90.00}$$

CONSTRUCT WALL PANEL FOOTING

ASSUMED FTG VOL = $(120)(2)(4) \left(\frac{1}{4}\right) = 24 \text{ CY}$

\$/CY = 200

TOTAL FTG COST = $(24)(200) = \boxed{4800}$ ⁴⁰ _{Assumption}

FORMWORK = $(240)(2)(3.50/\text{SF}) = \boxed{1680}$

CONSTRUCT WALL PANELS

$$(120' \times 2' \times 120' \times \frac{1}{4}) \times 500/\text{CY} = \boxed{72,000}$$

TIE WALL PANELS BARS

$(120' - 3' \text{ PANEL}) (2 \text{ TIES/PANEL}) (\$3500/\text{TIE})$

= $\boxed{200,000}$

BACKFILL / CURBED STONE PAVT @ STREET CURB

BACKFILL: (NO MAT'L COST REQUIRE ON LIFE MAT'L)

VOL = $\left(\frac{5.00}{2}\right) \left(\frac{1}{2}\right) (100) \left(\frac{1}{4}\right) = 170 \text{ CY}$

BACKFILL UNIT COST = 200/CY

CONSTRUCTION UNIT COST = 350/CY

TOTAL COST = $(170)(200 + 350)$

= $\boxed{935}$

BN 4224P0679 - LAWREN Engineering and Environmental Services

B06032P0076

CONSTRUCT STAIR, INLET (5'00" RISE, 8'00" RUN)

$AREA = 17.0' \times 8.5' \times \frac{1}{2} = 72.25'$

FINISH FLOOR AREA = $6.00' \times 4.50' / 2 = 13.50'$

71.75' CONCRETE GRADE, STAIR, INLET TO G. TR.

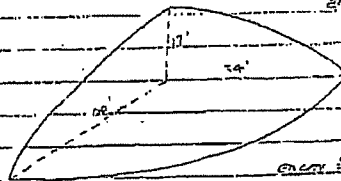
$(71.75) (1.25) = 89.69$

DOWN 0' RISE / 8'00" RUN, INLET, INLET

$7.5' \times 9.00' = 67.50 = \boxed{77.85}$

EXAMPLES FOR WING WALLS

EAST WING WALL



APPROX. VOL =

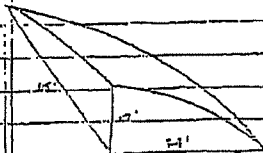
$14 \times 17.0 \times 17.0 \times \frac{1}{2} = 200.15$

CONCRETE EXPANDED COST

$(200.15) (2.50) = 500.37$

$(500.37) = 510.00$

WEST WING WALL



APPROX. VOL =

$14 \times 17.0 \times 17.0 \times \frac{1}{2} = 200.15$

CONCRETE EXPANDED COST =

$(200.15) (2.70) = 540.40$

DL 4221 05680

LANGAN Engineering and Environmental Services

806032P0077

TOTAL EXCAV/ DISPOSAL COSTS =

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

CONTRACT MINORITIES & ITEMS

FOOTINGS:

$$30Y \text{ TOTAL LENGTH} = 60' + 60' = 125'$$

ASSUME FOOTING IS 18" DIA & 0' WIDE

$$\text{TOTAL VOL} = (125)(1.5)(6) \left(\frac{1}{4}\right) = 95 \text{ CY}$$

UNIT COST = \$200 / CY (incl. FORMS)

$$\text{TOTAL COST} = 95 \times 200 = \$19,000 \text{ w/o FORMS}$$

$$\text{FORMWORK} = (1.5)(125)(6) \left(\frac{3.50}{3.14}\right) \\ = \$1,155$$

WALLS - (ASSUME AVG WALL THICKNESS = 18")

$$\text{TOTAL WALL VOLUME} = (12.75)(1.5)(1.5) \left(\frac{1}{4}\right) \\ = 110 \text{ CY}$$

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

TOTAL COST OF MINORITIES & ITEMS:

$$\text{TOTAL} = 9000 + 1115 + 35750 \\ = \boxed{46,865}$$

DK 422476001

LEONARD Engineering and Environmental Services

B06032P0078

BACKFILL MATERIALS, TOPSOIL, STORM

BACKFILL (NO MAT'L. COST... USE DIRECT COST)

$VOL = \left(\frac{3 \times 15}{2}\right) (1.25) (15.75) \left(\frac{1}{4}\right) = 440 \text{ CY}$

BACKFILL/COMPACT UNIT COST = $2.00 + 7.50 = 5.50$

TOTAL BACKFILL COST = 440×5.50

$= 2,420$

TOPSOIL & STORM

SUBSTRATE COST = $(125)(11) \left(\frac{1}{4}\right) = 200 \text{ CY}$

APPLY TO 4" PAPER; STORM @ $6.75/37$

TOTAL STORM COST = $(200)(6.75)$

$= 1,350$

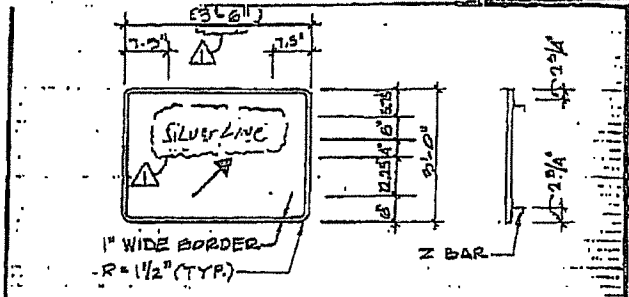
TOTAL COST BACKFILL TOPSOIL & STORM =

$2,420 + 1,350 = 5,450$

BK 4224P6682

LUNGAN Engineering and Environmental Services

806032P0079



- 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. 0100 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 11/11/95

SK-1

NO. 6211122 N.J.	BY KPP 12/13/94	CHK US 12/18
		REV 1 0 1

BR 4224 PG 683

Exhibit D

LARGE BRIDGE

B06032P0080




**Middlesex County
Document Summary Sheet**

MIDDLESEX COUNTY CLERK
PO BOX 871
JOHN F. KENNEDY SQUARE
NEW BRUNSWICK NJ 08901

INSTR # 2017002076
O BK 17005 PG 1291
RECORDED 11/09/2017 07:36:57 AM
ELAINE M. FLYNN, COUNTY CLERK
MIDDLESEX COUNTY, NEW JERSEY

Official Use Only

Transaction Identification Number		3189142	2616143
Submission Date(mm/dd/yyyy)	10/24/2017	Return Address <i>(for recorded documents)</i>	
No. of Pages (excluding Summary Sheet)	8	PSE&G	
Recording Fee (excluding transfer tax) <i>(Convenience Charge of \$2.00 included)</i>	\$105.00	80 PARK PL	
Realty Transfer Tax	\$0.00	NEWARK, NJ 07102	
Total Amount	\$105.00		
Document Type	MISCELLANEOUS DEED		
Municipal Codes	NORTH BRUNSWICK NBR		
Batch Type	L2 - LEVEL 2 (WITH IMAGES)		
Bar Code(s)			
 21 18 01			

Additional Information (Official Use Only)

*** DO NOT REMOVE THIS PAGE.
COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF MIDDLESEX COUNTY FILING RECORD.
RETAIN THIS PAGE FOR FUTURE REFERENCE.**



**Middlesex County
Document Summary Sheet**

MISCELLANEOUS DEED	Type		MISCELLANEOUS DEED			
	Consideration					
	Submitted By		SIMPLIFILE, LLC. (SIMPLIFILE)			
	Document Date		08/30/2017			
	Reference Info					
	Book ID	Book	Beginning Page	Instrument No.	Recorded/File Date	
	GRANTOR	Name			Address	
		NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY				
	GRANTEE	Name			Address	
		PUBLIC SERVICE ELECTRIC AND GAS COMPANY				
	Parcel Info					
Property Type	Tax Dist.	Block	Lot	Qualifier	Municipality	
	NB	252	1.03		NBR	
<p><i>* DO NOT REMOVE THIS PAGE. COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF MIDDLESEX COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.</i></p>						

Grant of Easement

RECORD AND RETURN TO:
Corporate Properties
PSBG Services Corp.
80 Park Plaza, T6B
Newark, NJ 07102

Prepared by: Joy Schulein

GRANT OF EASEMENT

THIS INDENTURE, made this 30th day of August, 2017, between NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY, an instrumentality of the State of New Jersey, having an office at 39 West State Street, P.O. Box 990, Trenton, New Jersey 08625-0990 (hereinafter "Grantor"), and PUBLIC SERVICE ELECTRIC AND GAS COMPANY, having an office at 80 Park Plaza, Newark, New Jersey 07102 (hereinafter called "Grantee):

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of a certain tract of real property situate in the Township of North Brunswick, County of Middlesex and State of New Jersey commonly known as Block 252, Lot 1.03 (hereinafter called the "Property"); and

WHEREAS, Grantor does agree to convey an easement in perpetuity to Grantee for its use, occupancy and enjoyment and the use, occupancy and enjoyment of its licensees, successors in interest and assigns, in connection with the, maintenance and safety clearance of existing aerial transmission lines (the "Existing Facilities") at the Property, all in accordance with and for the purposes set forth in this Grant of Easement;

WHEREAS, the Existing Facilities are located on the Property adjacent to the Easement Area (hereinafter defined) pursuant to a Grant of Easement dated May 27, 1930 and recorded June 14, 1930 in Deed Book 987 Page 328 in the office of the Clerk of Middlesex County (the "Initial Easement").

NOW, THEREFORE, in consideration of these premises and the sum of FIVE THOUSAND AND 00/100 (\$5,000.00) DOLLARS, lawful United States currency paid to the Grantor by the Grantee, the receipt of which is hereby acknowledged, and in further consideration of the mutual conditions, covenants, promises and terms hereinafter contained, it is agreed that:

Grantor does hereby grant and convey unto Grantee an easement in perpetuity in, under, through, upon and across the hereinbefore described Property of Grantor, with full rights, privileges and authority for Grantee to enter upon the Easement Area from time to time, for the purpose of (i) perpetually operating and maintaining the Existing Facilities at the Property pursuant to the terms of the Initial Easement, (ii) permitting the Existing Facilities to blow-out and encroach upon the easement area described below and attached hereto as Exhibit A (the "Easement Area"); and (iii) inspecting, locating, relocating, installing, altering, extending,

constructing, repairing, replacing, rebuilding, removing and using the Existing Facilities and other fixtures, appurtenances and facilities installed pursuant to the Initial Easement which Grantee may, in its exclusive discretion and sole judgment, deem necessary or proper for the conduct of its business; together with such free and unlimited access to, egress and ingress in, from and over all points of said Easement Area as is reasonable or necessary for the full use, occupancy and enjoyment of said easement in accordance with the terms of the Initial Easement. Said Easement Area is more particularly shown on a map entitled, "Easement Exhibit," dated April 18, 2017 and attached hereto as Exhibit A, and is more particularly described in a metes and bounds description which is also attached hereto as Exhibit B.

Grantor does further grant and convey to Grantee the right, privilege and authority to trim, cut and remove such tree branches, roots, shrubs, plants, trees and vegetation which might, within the exclusive discretion and sole judgment of Grantee, interfere with or threaten the safe, proper or convenient, use, maintenance or operation of said Existing Facilities and located within the Easement Area.

Grantor shall have the right to use, occupy and enjoy the surface and air space above the Easement Area for any purpose which does not, within the exclusive discretion and sole judgment of Grantee, interfere with or threaten the safe, proper or convenient use, occupancy and enjoyment of same by Grantee. Grantor agrees, however, to comply with the requirements of the National Electrical Code and the National Electrical Safety Code, the Department of Transportation Minimum Federal Safety Standards promulgated under the authority of the Natural Gas Pipeline Safety Act of 1968, and to the "Underground Facility Protection Act," as applicable to clearances to any buildings or structures and agrees that no buildings or structures shall be erected within the Easement Area. Grantor shall at all times provide access to Grantee. Prior to construction of any improvements in the Easement Area, Grantor shall supply Grantee with plans of sufficient detail on said improvements and must obtain approval of said improvements from Grantee, which shall not be unreasonably withheld. At no point shall any improvements exceed 20 feet from present grade.

Grantee shall perform all work in connection with the rights, privileges and authority herein granted and conveyed in a workmanlike manner and with a minimum of inconvenience to the Grantor, and any damage done to the land or premises of Grantor shall be promptly repaired and restored as nearly as possible to its condition immediately prior to damage, at the sole cost and expense of Grantee.

If Grantor shall, at any time after the initial installation of said Existing Facilities, request Grantee to relocate said Existing 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 assurance of the same as may be required, and that Grantee shall have the quiet possession thereof free from all liens and encumbrances.

Grantee shall defend and indemnify Grantor against, and shall save Grantor harmless from, and shall reimburse Grantor with respect to, any and all claims, demands, actions, causes of action, injuries, orders, losses, liabilities (statutory or otherwise), obligations, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by, imposed upon or asserted against Grantor by reason of any accident, injury (including death at any time resulting therefrom) or damage to any person or property arising out of or resulting from any negligent act, omission or willful misconduct of Grantee or by any employee, licensee, invitee or agent of Grantee.

This Grant of Easement shall be governed by and construed in accordance with the laws of the State of New Jersey.

The provisions of this Indenture shall inure to the benefit of and be obligatory upon the respective parties hereto and their successors and assigns.

Signature page to follow

IN WITNESS WHEREOF, Grantor and Grantee have signed these presents the day and year first above written.

NEW JERSEY ECONOMIC
DEVELOPMENT AUTHORITY

By: Maureen Hassett
Name: **Maureen Hassett**
Title: **SVP Senior Vice President**

WITNESS/ATTEST

Donna T. Sullivan
Name: **Donna T. Sullivan**
Title: **Vice President - Real Estate**

PUBLIC SERVICE ELECTRIC
AND GAS COMPANY
By PSEG Services Corp., Agent

By: Patrick G. Reed
Patrick G. Reed
Principal Real Estate Consultant

ATTEST

Donald J. Leibowitz
Name: **Donald J. Leibowitz**
Title: **Assistant Secretary**

STATE OF New Jersey)
 : SS.
COUNTY OF Mercer)

BE IT REMEMBERED, that on this 30th day of August, 2017, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Mauraen Hassett, who, I am satisfied, is SVP of NJEDA, named in and which executed the foregoing instrument for and on behalf of NJEDA as the voluntary act and deed of said NJEDA.

Cathleen A. Hamilton
Notary

Cathleen A. Hamilton
A Notary Public of New Jersey
My Commission Expires on August 1, 2019

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

BE IT REMEMBERED, that on this 22nd day of August, 2017, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared PATRICK G. REED, who, I am satisfied, is PRINCIPAL REAL ESTATE CONSULTANT of PSEG Services Corporation, Agent for PUBLIC SERVICE ELECTRIC AND GAS COMPANY, the corporation named in and which executed the foregoing instrument, and he thereupon acknowledged that the said instrument was made by the corporation and sealed with its corporate seal and was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.

Joy Schulein
Notary

JOY SCHULEIN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/4/2019

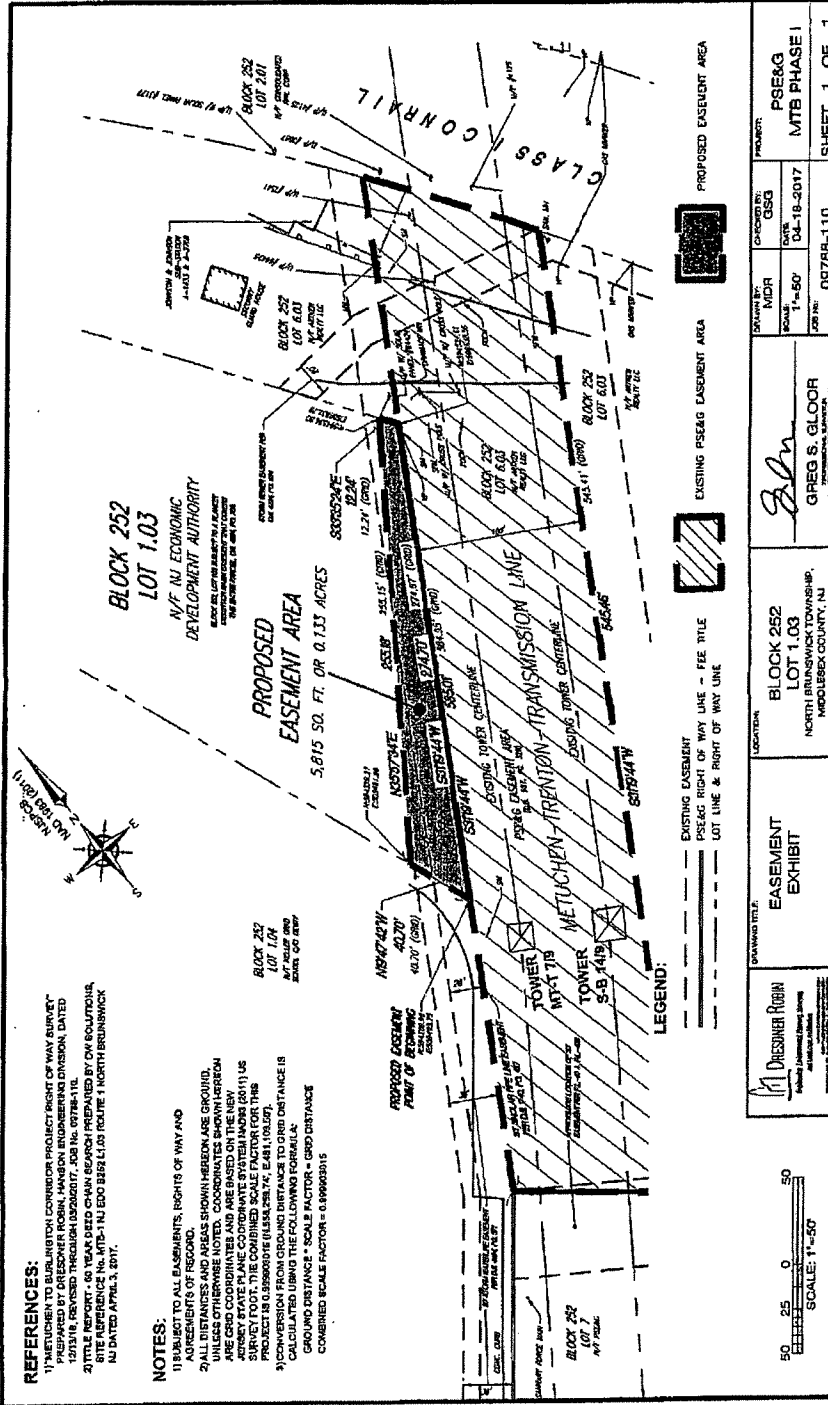
Exhibit A

REFERENCES:

- 1) METUEN TO BURLINGTON CONVICTION PROJECT RIGHT OF WAY SURVEY - 12/14/16, REVISED THROUGH 02/20/17, JOB NO. 08786110.
- 2) TITLE REPORT - 60 YEAR DEED CHAIN SEARCH PREPARED BY COW SOLUTIONS, SITE REFERENCE No. MTS-1 NJ EDO BEE2 L1.01 ROUTE 1 NORTH BRUNSWICK, NJ DATED APRIL 3, 2017.

NOTES:

- 1) SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY AND RECORDS.
- 2) ALL DISTANCES UNLESS SHOWN OTHERWISE ARE IN FEET UNLESS OTHERWISE NOTED. COORDINATES SHOWN HEREON ARE GRID COORDINATES AND ARE BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM NAD 83 (11) US STATE PLANE COORDINATE SYSTEM FOR THIS PROJECT IS 185600E (11) S. 24.111 N. 101.000 E.
- 3) CONVERSION FROM GROUND DISTANCE TO GRID DISTANCE IS CALCULATED USING THE FOLLOWING FORMULA:
 $GRID\ DISTANCE = GROUND\ DISTANCE \times SCALE\ FACTOR$
 $SCALE\ FACTOR = 0.999993015$



<p>DRESNER ROBIN Surveyor 1000 ROUTE 100, SUITE 100 NORTH BRUNSWICK, NJ 08901 TEL: 732-241-1100 FAX: 732-241-1101 WWW.DRESNERROBIN.COM</p>	<p>EASEMENT EXHIBIT</p>	<p>BLOCK 252 LOT 1.03 NORTH BRUNSWICK TOWNSHIP, MIDDLESEX COUNTY, NJ</p>	<p>PREPARED BY: GSG</p> <p>DATE: 04-18-2017</p> <p>JOB NO.: 08786-110</p>	<p>PROJECT: PSE&G MTS PHASE I</p> <p>SHEET 1 OF 1</p>
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Exhibit B

May 16, 2017

Job No. 09788-110

**Description of
Proposed Easement
to be granted to
Public Service Electric and Gas Company
located on part of Block 252, Lot 1.03
situated in
North Brunswick Township
County of Middlesex, State of New Jersey**

BEING a portion of the lands as described in a deed between DKM-Atlantic Corp. and New Jersey Economic Development Authority dated October 25, 2004 and recorded on November 4, 2004 in Deed Book 5404, Page 752 in the Middlesex County Clerk's Office.

BEGINNING at a point in the northwesterly line of the PSE&G Metuchen – Trenton Transmission Line where the same is intersected by the common lot line of Block 252, Lot 1.04, N/F Keller Grad School C/O Devry and Block 252, Lot 1.03, N/F NJ Economic Development Authority; said point of beginning having New Jersey State Plane grid coordinates (NAD 1983, U.S. Survey feet), of N: 594,289.98 feet, E: 509,495.75 feet and running, thence; on the ground:

1. Along the common lot line of Block 252, Lot 1.04, N/F Keller Grad School C/O Devry and Block 252, Lot 1.03, N/F NJ Economic Development Authority, North 19 degrees 47 minutes 42 seconds west, 40.70 feet to a point; thence
2. Running through 252, Lot 1.03, N/F NJ Economic Development Authority, North 35 degrees 57 minutes 34 seconds east, 255.18 feet to a point; thence
3. Along the common lot line of Block 252, Lot 1.03 N/F NJ Economic Development Authority and Block 252, Lot 6.03, N/F Arken Realty LLC, South 33 degrees 35 minutes 24 seconds East, 12.24 feet to a point, thence
4. Along the northwesterly line of the PSE&G Metuchen – Trenton Transmission Line, South 31 degrees 19 minutes 44 seconds West, 274.70 feet to the point or place of BEGINNING.

Subject to all easements, rights of way and agreements of record.

Bearings recited in this description are referenced to the New Jersey State Plane Coordinate System-North American Datum 1983 (NAD 83) (2011). All distances recited in this description are ground distances.

Containing 5,815 S.F. or 0.133 Acres



Jersey City

Corporate Office

One Evertrust Plaza, Suite 901
Jersey City, NJ 07302-3085
PHONE: 201-217-9200
FAX: 201-217-9607

Asbury Park Office

603 Mattison Avenue
Asbury Park, NJ 07712
PHONE: 732-988-7020
FAX: 732-988-7032

Cherry Hill Office

535 Route 38 East
Suite 208
Cherry Hill, NJ 08002
PHONE: 856-488-6200
FAX: 856-488-4302

Fairfield Office

55 Lane Road, Suite 220
Fairfield, NJ 07004-1015
PHONE: 973-696-2600
FAX: 973-696-1362

www.dresdnerrobin.com

This description was prepared in accordance with exhibit entitled: "Easement Exhibit, Block 252, Lot 1.03, North Brunswick Township, Middlesex County, N.J." Prepared by Dresdner Robin, dated 04-18-2017, Job No. 09788-110.



Greg S. Gloor
Professional Land Surveyor
NJ LS License No. 37189

Dresdner Robin – Fairfield Office
55 Lane Road, Suite 220, Fairfield, NJ 07004-1015 T:973-696-2600 F:973-696-1362



NEW JERSEY TAX & ASSESSMENT SEARCH

For: BRENNAN TITLE ABSTRACT LLC
Customer ID: 240195385
Reference #: CA8011
Order #: 6910822/MT-262-6910822
Completed Date: 09/20/2019

Report Fee: \$35.50

CERTIFICATE OF CURRENT PROPERTY TAX AND ASSESSMENT STATUS FOR:

Municipality: NORTH BRUNSWICK TWP(MIDDLESEX) 710 Hermann Road
(732) 247-0922 NORTH BRUNSWICK, NJ 08902

Block: 252 **Owner:** NJ ECONOMIC DEVELOPMENT AUTHORITY
Lot: 1.03 **Property Location:** ROUTE 1
Also: **Mailing:** ATTN: VINCE WARDLE PO BOX 990 TRENTON NJ 08625
Lot Size: 2.34 AC **Tax Rate:** 5.668 per \$100 of Assessed Value **Assessed Values:**
Prop. Code: 15C-Public Property **Land:** \$60,000
Improvement: \$0
Total: \$60,000

**Not to be used to determine the "residential use" for the purposes of P.L. 2004, c. 66 section 8.*

Deduction: FULLY EXEMPT.
Cert. Of Occup.: New Construction & Resales
Smoke detector: Required as per NJAC 5:70-4.19
Call (732) 247-0922 for inspection **Inspection Fee:** \$35.00 for inspection

2018 Taxes: EXEMPT
2019 Qtr 1 Due: 02/01/2019 EXEMPT
2019 Qtr 2 Due: 05/01/2019 EXEMPT
2019 Qtr 3 Due: 08/01/2019 EXEMPT
2019 Qtr 4 Due: 11/01/2019 EXEMPT
2020 Qtr 1 Due: 02/01/2020 TO BE DETERMINED
2020 Qtr 2 Due: 05/01/2020 TO BE DETERMINED

Added Assessments: PENDING ADDED/OMITTED IF PROPERTY PURCHASED BY NON-EXEMPT OWNER FROM DATE OF PURCHASE, DATE OF LOSS OF EXEMPT STATUS OR CERTIFICATE OF OCCUPANCY.

Water: Unimproved. If premises is improved utility charges are a lien.
Sewer: Unimproved. If premises is improved utility charges are a lien.

Confirmed Assessments: None

Liens: None

UNCONFIRMED ASSESSMENTS:

Ordinance #: None **Adopted On:** None **Improvement Type:** None
Charles Jones LLC guarantees that the above information accurately reflects the contents of the public record as of the completed date.



NEW JERSEY TAX & ASSESSMENT SEARCH

For: BRENNAN TITLE ABSTRACT LLC
Customer ID: 240195385
Reference #: CA8011
Order #: 6910941/MT-262-6910941
Completed Date: 09/20/2019

Report Fee: \$35.00

CERTIFICATE OF CURRENT PROPERTY TAX AND ASSESSMENT STATUS FOR:

Municipality: NORTH BRUNSWICK TWP(MIDDLESEX) 710 Hermann Road
(732) 247-0922 NORTH BRUNSWICK, NJ 08902

Block: 252 **Owner:** NJ ECONOMIC DEVELOPMENT AUTHORITY
Lot: 1.06 **Property Location:** ROUTE 1
Also: **Mailing:** ATTN: VINCE WARDLE PO BOX 990 TRENTON NJ 08625
Lot Size: 23.79 AC **Tax Rate:** 5.668 per \$100 of Assessed Value **Assessed Values:**
Prop. Code: 15C-Public Property **Land:** \$2,750,000
Improvement: \$0
Total: \$2,750,000

**Not to be used to determine the "residential use" for the purposes of P.L. 2004, c. 66 section 8.*

Deduction: FULLY EXEMPT.

Cert. Of Occup.: New Construction & Resales

Smoke detector: Required as per NJAC 5:70-4.19
Call (732) 247-0922 for inspection

Inspection Fee: \$35.00 for inspection

2018 Taxes: EXEMPT
2019 Qtr 1 Due: 02/01/2019 EXEMPT
2019 Qtr 2 Due: 05/01/2019 EXEMPT
2019 Qtr 3 Due: 08/01/2019 EXEMPT
2019 Qtr 4 Due: 11/01/2019 EXEMPT
2020 Qtr 1 Due: 02/01/2020 TO BE DETERMINED
2020 Qtr 2 Due: 05/01/2020 TO BE DETERMINED

Added Assessments: PENDING ADDED/OMITTED IF PROPERTY PURCHASED BY NON-EXEMPT OWNER FROM DATE OF PURCHASE, DATE OF LOSS OF EXEMPT STATUS OR CERTIFICATE OF OCCUPANCY.

Water: Unimproved. If premises is improved utility charges are a lien.

Sewer: Unimproved. If premises is improved utility charges are a lien.

Confirmed Assessments: None

Liens: None

UNCONFIRMED ASSESSMENTS:

Ordinance #: None

Adopted On: None

Improvement Type: None

Charles Jones LLC guarantees that the above information accurately reflects the contents of the public record as of the completed date.