



**Middlesex County  
Document Summary Sheet**

MIDDLESEX COUNTY CLERK NJ

PO BOX 1110

NEW BRUNSWICK NJ 08903

INSTR # 2024003888

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RECORDED 01/23/2024 08:04:03 AM

NANCY J. PINKIN, COUNTY CLERK

MIDDLESEX COUNTY, NEW JERSEY

RECORDING FEES \$465.00

**Official Use Only**

**Transaction Identification Number**

6993950

8539951

**Submission Date(mm/dd/yyyy)**

01/22/2024

**No. of Pages (excluding Summary Sheet)**

44

**Recording Fee (excluding transfer tax)**

\$465.00

**Realty Transfer Tax**

\$0.00

**Total Amount**

\$465.00

**Document Type**

MISCELLANEOUS DEED

**Municipal Codes**

PLAINSBORO

PLB

**Batch Type** L2 - LEVEL 2 (WITH IMAGES)

**Return Address (for recorded documents)**

KENSINGTON VANGUARD

39 W 37TH ST FL 3

NEW YORK, NY 10018

760562

**Additional Information (Official Use Only)**

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**Middlesex County  
Document Summary Sheet**

MISCELLANEOUS DEED	Type	MISCELLANEOUS DEED				
	Consideration					
	Submitted By	SIMPLIFILE, LLC. (SIMPLIFILE)				
	Document Date	01/12/2024				
	Reference Info					
	Book ID	Book	Beginning Page	Instrument No.	Recorded/File Date	
	GRANTOR	Name			Address	
		THE TRUSTEES OF PRINCETON UNIVERSITY A NEW JERSEY NON-PROFIT CORPORAT				
	GRANTEE	Name			Address	
		WRV NURSERIES PLAINSBORO OWNER LLC A NEW JERSEY LIMITED LIABILITY COM				
		WRV NURSERIES SOUTH BRUNSWICK OWNER LLC				
	Parcel Info					
	Property Type	Tax Dist.	Block	Lot	Qualifier	Municipality
		PL	102	5		PLB
		PL	99	3.213		PLB
		PL	99	8.041		PLB
		PL	106	1		PLB
		PL	99	14.04		PLB
		PL	102	6		PLB

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This document was prepared by  
and after recording should be  
returned to:  
Dorothy Bolinsky, Esq.  
Faegre Drinker Biddle & Reath LLP  
105 College Road East, Suite 300  
Princeton, NJ 08542

DECLARATION OF EASEMENTS, COVENANTS,  
CONDITIONS AND RESTRICTIONS  
[The Nurseries: Plainsboro & South Brunswick Property]

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS, made as of the 12 day of Jan, 2024, (the “**Effective Date**”), by THE TRUSTEES OF PRINCETON UNIVERSITY, a New Jersey nonprofit corporation (“**Declarant**”).

W I T N E S S E T H :

WHEREAS, Declarant is the owner of all those tracts or parcels of land located in: (i) Plainsboro Township, Middlesex County, New Jersey, described more particularly on **Exhibit A-1** attached hereto and incorporated herein by this reference (the “**Plainsboro Land**”), and (ii) South Brunswick Township, Middlesex County, New Jersey, described more particularly on **Exhibit A-2** attached hereto and incorporated herein by this reference (the “**South Brunswick Land**”, and together with the Plainsboro Land, collectively, the “**Restricted Land**”); and

WHEREAS, Declarant intends to sell the “Plainsboro Land” to **WRV Nurseries Plainsboro Owner, LLC**, a New Jersey limited liability company (“**Plainsboro Developer**”) and the “South Brunswick Land” to **WRV Nurseries South Brunswick Owner, LLC**, a New Jersey limited liability company (“**South Brunswick Developer**” and, together with Plainsboro Developer, each individually or together collectively as the context requires, “**Developer**”); and

WHEREAS, in order to promote quality development of the Restricted Land, and to preserve and enhance the value of Declarant’s other lands, known as “Princeton Forrestal Center” (as defined herein) as well as the Restricted Land, it is the desire and intention of Declarant to establish certain easements and to impose certain covenants, conditions and restrictions with respect to the Restricted Land.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of the Restricted Land is and shall be subject to this Declaration and all of the easements, covenants, conditions and restrictions set forth herein.

1. **Definitions.** As used herein, the following terms shall have the following meanings:

(a) "**Affiliate**" means any entity that is directly or indirectly Controlled by, or is under common ownership or Control of, a party.

(b) "**Key Road View Corridors**" means those areas of the Plainsboro Land (i) located within two hundred fifty (250) feet of College Road West and/or US Route 1, and/or (ii) on which Improvements exceeding a height of seventy five (75) feet and visible from College Road West and/or US Route 1 are situated or contemplated to be situated.

(c) "**COAH Unit**" means any individual residential dwelling unit that can be separately owned and/or conveyed, including a single family home, townhome or residential condominium unit, but is subject to affordability controls, income qualifications or other restrictions on the price at which such unit may be sold pursuant to any deed restriction or other affordable housing agreement affecting such unit.

(d) "**Concept Plan**" means the plan attached hereto as **Exhibit B**, as the same may be modified as set forth herein, with respect to the Plainsboro Land.

(e) "**Control**" means having the possession, directly or indirectly, of the power and authority to direct the major management decisions of any Person, whether through the holding of 51% or more of voting securities, general partnership, managing member or other ownership interests in such Person, or through contract or otherwise. "Controlling" and "Controlled" shall have correlative meanings.

(f) "**Declarant**" means The Trustees of Princeton University, its successors and permitted assigns.

(g) "**Future Development**" means any of the following, in each instance, after the construction of any Initial Development on the applicable portion of the Restricted Land has been completed: (i) alteration or addition to or modification of the Initial Development, or any portion thereof, (ii) redevelopment of the applicable portion of the Restricted Land, and/or (iii) demolition, restoration, reconstruction or new construction of Improvements on the applicable portion of the Restricted Land.

(h) "**Governmental Approvals**" means approvals, entitlements, permits, licenses and authorizations from any governmental or quasi-governmental entity that are necessary or desirable for development of the Restricted Land, or any portion thereof.

(i) **"Improvements"** means any at or above grade building, structure or other improvement, including, without limitation, driveways, parking areas, signs and/or storm water management and utility facilities constructed or installed, or to be constructed or installed.

(j) **"Initial Development"** means the first development, and all related Improvements, to be constructed on the Restricted Land, or any portion thereof, for which Developer, or any subsequent Owner(s), submits and obtains Governmental Approvals and subsequently constructs on the Restricted Land, or the applicable portion thereof, after Declarant's transfer of the Restricted Land to Developer. An Initial Development shall not include any Future Development.

(k) **"Institutional Investor"** means any of the following entities actively engaged in acquiring or financing commercial real estate properties or any entity Controlled or established by one of the following entities in connection with the intended transaction (1) bank, savings and loan association, trust company, insurance company, pension or employee benefit fund, real estate investment trust, charitable foundation or the Affiliate of or investment adviser on behalf of, any of the foregoing, or (2) any other lending entity that is not an Affiliate, controlled by an Affiliate, or by a member of the applicable Owner that is the borrower.

(l) **"Material Offer Terms"** shall mean: (i) description or other identification of the Offer Property, (ii) structure of the proposed transfer of the Offer Property (i.e. by sale of fee simple title, transfer of equitable ownership interest, long term ground lease, or otherwise), (iii) purchase price to be paid for the transfer, and (iv) timing for closing.

(m) **"Occupant"** means any Person, which from time to time is entitled to use or occupy all or any portion of the Restricted Land, whether by lease, license, concession or other agreement directly or indirectly with any Owner or occupant of all or any portion of the Restricted Land or any Improvement thereon. An Occupant may be an Owner, but need not be.

(n) **"Owner"** means each record fee owner of all or any portion of the Restricted Land. If any portion of the Restricted Land is leased under a ground lease, and the ground lease expressly so provides, then the ground lessee shall be considered the Owner hereunder of the applicable leased portion of the Restricted Land. Further, in the event any portion of the Restricted Land is subjected to a declaration, master deed or such other document establishing a common interest community therefor (a **"Community Association"**), and the governing documents for such Community Association expressly provide that each record owner shall be bound by the terms of this Declaration except that the Community Association shall be the Owner under this Declaration with respect to the applicable portion of the Restricted Land governed by the Community Association, then such Community Association shall be considered the Owner of such portion of the Restricted Land and shall be responsible for all of the rights, responsibilities and obligations of the Owner of the portion of the Restricted Land governed by such Community Association including, without limitation, the enforcement of all rights of such

Owner hereunder. For the avoidance of doubt, if the governing documents of any Community Association do not expressly provide that each record owner shall be bound by the terms of this Declaration except that such Community Association shall be the Owner under this Declaration with respect to the applicable portion of the Restricted Land governed by the Community Association, then the record owner of each unit within such Community Association shall be the Owner hereunder with respect to its unit.

(o) **"Owner's Contribution"** means Owner's required contribution with respect to College Road Overpass Common Area maintenance under Section 7 hereof.

(p) **"Owner Successor"** means an entity that is an Affiliate, parent or subsidiary of Owner; or an entity that merges with Owner, or which acquires substantially all of Owner's assets, as part of a merger, acquisition and/or corporate restructuring.

(q) **"Person"** means individuals, as well as partnerships, corporations, limited liability companies and any other form of business or legal entity.

(r) **"Princeton Forrestal Center"** means the property shown on **Exhibit C** attached hereto.

(s) **"Proposed Initial Development"** means those Improvements contemplated on the Concept Plan.

(t) **"Residential ROFO Property"** means, after the ROFO Date, any portion of the Restricted Land that constitutes an individual residential dwelling unit (other than a COAH Unit, for so long as it remains a COAH Unit) that can be separately owned and/or conveyed, including a single family home, townhome or residential condominium unit, or a residential lot on which any of the foregoing are to be constructed, subject to the terms of Section 3(f)(vii)(3) hereof. For the avoidance of doubt, a multifamily residential building, such as an apartment building, a hotel or a senior or assisted living facility, comprising residential units or rooms that cannot be separately owned and/or conveyed and must instead be held under one, common ownership for rent, license or use by others, shall not be considered a Residential ROFO Property. In addition, to be clear, this definition applies to the sale of an individual residential dwelling unit to an owner; it does not apply to the sale of multiple units or lots from one developer to another developer.

(u) **"Restrictions"** means the easements, covenants, restrictions, conditions and provisions contained herein, as they may from time to time be amended or supplemented with the prior written consent of Owner.

(v) **"ROFO Date"** means, with respect to the Restricted Land, the date that is twenty (20) years after the Effective Date.

(w) **"ROFO Subject Transfer"** means any of the following transfers to a third party in an arms-length transaction occurring on or after the ROFO Date with respect to any applicable portion of the Restricted Land: (i) the sale or conveyance of fee simple title thereto, (ii) the sale, assignment or conveyance of fifty one percent (51%) or more of the ownership interests in any Owner thereof (except as otherwise set forth in Section 3(f)(vii)(4) hereof), or (iii) the entry into a ground lease therefor having a term (including available extensions) of ninety-nine (99) years or more; as further defined in Section 3(f)(vii)(2).

(x) **"Qualifying Mortgage"** means a deed of trust or mortgage held by an Institutional Investor that encumbers the Restricted Land, or any portion thereof, and that is made by any Owner to secure financing with respect to the Restricted Land and/or the Improvements situated thereon, or any portions thereof.

## **2. Restrictions Run with Restricted Land.**

(a) The Restrictions are declared and agreed to be established for the purpose of enhancing and protecting the value, desirability and attractiveness of Princeton Forrestal Center and the Restricted Land, and every part thereof. Except as set forth herein, all of this Declaration and all of the Restrictions shall run with the Restricted Land, and every part thereof and all Improvements thereon, and shall be binding on the Restricted Land, the Declarant and all Owners and Occupants of the Restricted Land, or any part thereof or Improvement thereon, and their respective successors and assigns, and shall inure to the benefit of the Declarant and its respective successors and permitted assigns.

(b) Upon each transfer or conveyance which creates a new Owner or Occupant of the Restricted Land, or any part thereof or Improvement thereon, all the Restrictions shall be binding upon such new Owner or Occupant with respect to the interest so conveyed. Any such transfer or conveyance on or after the ROFO Date must be in compliance with the requirements as set forth in Section 3(f) below to the extent applicable. Any Owner or Occupant shall be deemed, by acceptance of title or occupancy of the Restricted Land or any part thereof or Improvement thereon, to have taken such title or occupancy subject to the Restrictions, and to be bound by this Declaration and the Restrictions contained herein relating thereto. Owner shall endeavor to include in any deed, ground lease or other instrument that transfers or conveys the Restricted Land or any part thereof, a specific reference to this Declaration, including recording information with a reference to the book and page and date of recording. Upon such transfer or conveyance, the transferor Owner or Occupant shall be relieved of all further obligations under this Declaration with respect to the applicable portion of the Restricted Land or Improvements thereon transferred or conveyed, provided, however, unless specifically assumed in writing by such new Owner or Occupant, the obligations of such transferor or grantor, as such prior Owner or Occupant, with respect of the period during which such person was such an Owner or

Occupant (including amounts owned), shall not be extinguished as to such transferor or grantor by the transfer or grant.

(c) Developer shall be the initial Owner of the Restricted Land hereunder. Declarant acknowledges, however, that Developer intends to subdivide (or otherwise divide) and convey separately portions of the Restricted Land in connection with the Proposed Initial Development and the Initial Development of the South Brunswick Land. Any such transfer or conveyance on or after the ROFO Date must be in compliance with the requirements as set forth in Section 3(f) below to the extent applicable. Upon any conveyance or transfer of less than the entire Restricted Land, (i) each of the transferor and transferee Owners shall be deemed an Owner hereunder, and shall be bound by the provisions of this Declaration, with respect to the portion of the Restricted Land owned by each such Owner (and not with respect to other portions of the Restricted Land), (ii) each such Owner shall have the right to administer, amend and enforce this Declaration with respect to the portion of the Restricted Land owned by such Owner (and not with respect to other portions of the Restricted Land), and (iii) Declarant shall administer and enforce this Declaration with respect to each portion of the Restricted Land against the applicable Owner thereof only (and not against any other Owner of any other portion of the Restricted Land).

### 3. Restrictions.

(a) No building or structure now or hereafter erected on the Plainsboro Land shall be used for manufacturing, warehousing, or industrial purposes.

(b) There shall be maintained on the Plainsboro Land facilities for parking, loading and unloading sufficient to serve the business conducted thereon as determined by the Township of Plainsboro. Adjacent public streets shall not be used for these purposes (unless the applicable governmental authority shall have consented thereto).

(c) No use of the Plainsboro Land shall be (i) a nuisance to the neighborhood by reason of odor, fumes, gasses, dust, smoke, glare, noise in excess of the governing state statute, or (ii) be hazardous to the neighborhood by reason of danger of radiation or explosion. The Plainsboro Land shall not be utilized for the generation, manufacture, refining, production, treatment, storage, handling, disposal of, processing or transporting of "Hazardous Substances" or "Hazardous Wastes" as such terms are defined in N.J.S.A.58:10-23.11(b)(k) or in N.J.A.C.7:1-3.3 and any amendments thereto except for de minimis quantities in compliance with all applicable laws.

(d) If and to the extent practicable and permitted by the applicable utility company, all utility lines, pipes and conduits that bring utility service to the Plainsboro Land, or any part thereof, and serving the buildings and other structures erected and to be erected thereon, shall be installed beneath the surface of the ground.



(e) Reserved.

(f) Right of First Offer.

(i) From and after the ROFO Date, all ROFO Subject Transfers of the Restricted Land or any portion thereof, whether developed or undeveloped, shall be subject to the terms of this subsection 3(f).

(ii) Prior to each and every ROFO Subject Transfer of any portion of the Restricted Land on or after the ROFO Date, the applicable Owner shall provide Declarant with written notice (pursuant to the notice provisions in Section 19 hereof) that Owner desires to transfer such portion of the Restricted Land (the "**Offer Property**") and the Material Offer Terms upon which Owner would be willing to transfer the Offer Property ("**Owner's Offer Notice**") and the Declarant shall have a right of first offer with respect to the Offer Property pursuant to the terms of this Section 3(f).

(iii) If the Offer Property is a Residential ROFO Property, (i) the record Owner (and not any Community Association) shall be responsible for complying with the provisions of this Section 3(f), and (ii) Declarant shall notify Owner in writing within twenty (20) days following Declarant's receipt of the Owner's Offer Notice as to whether Declarant desires to exercise its right of first offer with respect to the Offer Property on the Material Offer Terms set forth in Owner's Offer Notice ("**Declarant's Notice to Exercise Residential Property Option**"). If Declarant timely delivers Declarant's Notice to Exercise Residential Property Option, then within ten (10) business days after Owner's receipt thereof (the "**Residential Sale Agreement Period**"), Owner and Declarant shall act in good faith to negotiate, agree upon and enter into a mutually acceptable purchase and sale or other transfer agreement for the Offer Property incorporating the Material Offer Terms set forth in the Owner's Offer Notice (which agreement, if elected by Owner, shall be on a New Jersey Realtor Standard Form of Real Estate Sales Contract, with such changes are mutually agreed to and accepted by Owner and Declarant) (each, a "**Residential Sale Agreement**"). In the event (1) in response to an Owner's Offer Notice for a Residential ROFO Property, Declarant either (x) fails to timely deliver Declarant's Notice to Exercise Residential Property Option, or (y) otherwise indicates in writing that Declarant does not desire to exercise (or waives) its right of first offer, or (2) after timely delivering Declarant's Notice to Exercise Residential Property Option, Declarant fails enter into a Residential Sale Agreement prior to the expiration of the Residential Sale Agreement Period, then Declarant shall be deemed to have waived its right of first offer, and Owner shall be free to sell or transfer the Offer Property upon such terms as are acceptable to Owner, provided, however, if (A) Owner desires to offer, or accept an offer for, the Offer Property for a price that is less than eighty-five percent (85%) of the purchase price stated in the Owner's Offer Notice,

or (B) Owner has not consummated the contemplated transfer of the Offer Property within the later of (x) nine (9) months after delivery of the initial Owner's Offer Notice to Declarant, and (y) the closing date contemplated in the initial Owner's Offer Notice, then Owner shall be required to issue a new Owner's Offer Notice to Declarant prior to any ROFO Subject Transfer. Notwithstanding the foregoing or anything to the contrary herein, if Declarant and an Owner enter into a Residential Sale Agreement and Declarant either terminates such agreement or fails to close thereunder, Owner shall be free to sell or transfer the Offer Property upon such terms as are acceptable to Owner without the issuance of a new Owner's Offer Notice (but for the avoidance of doubt, after such transfer, the subsequent Owner of such Offer Property shall be required to comply with the requirements of this Section 3(f) with respect to any subsequent ROFO Subject Transfer).

(iv) If the Offer Property is not a Residential ROFO Property, Declarant shall notify Owner in writing within thirty (30) days following Declarant's receipt of the Owner's Offer Notice as to whether Declarant desires to exercise its right of first offer with respect to the Offer Property on the Material Offer Terms set forth in Owner's Offer Notice ("**Declarant's Notice to Exercise Non-Residential Property Option**"). If Declarant timely delivers Declarant's Notice to Exercise Non-Residential Property Option, then within forty-five (45) days after Owner's receipt thereof (the "**Non-Residential Sale Agreement Period**"), Owner and Declarant act in good faith to negotiate, agree upon and enter into a mutually acceptable purchase and sale or other transfer agreement for the Offer Property incorporating the Material Offer Terms set forth in the Owner's Offer Notice (each, a "**Non-Residential Sale Agreement**"). In the event (1) in response to an Owner's Offer Notice for a non-Residential ROFO Property, Declarant either (x) fails to timely deliver Declarant's Notice to Exercise Non-Residential Property Option, or (y) otherwise indicates in writing that Declarant does not desire to exercise (or waives) its right of first offer, or (2) after timely delivering Declarant's Notice to Exercise Non-Residential Property Option, Declarant fails enter into a Non-Residential Sale Agreement prior to the expiration of the Non-Residential Sale Agreement Period (unless such failure is due to Owner's failure or refusal to act in good faith to negotiate, agree upon and/or enter into such Non-Residential Sale Agreement and Declarant provides written notice of such failure to the applicable Owner prior to the expiration of the Non-Residential Sale Agreement Period), then Declarant shall be deemed to have waived its right of first offer, and Owner shall be free to sell or transfer the Offer Property upon such terms as are acceptable to Owner, provided, however, if (A) Owner desires to offer, or accept an offer for, the Offer Property for a price that is less than ninety percent (90%) of the purchase price stated in the Owner's Offer Notice, or (B) Owner has not consummated the contemplated transfer of the Offer Property within the later of (x) twelve (12) months after delivery of the initial Owner's Offer Notice to Declarant, and (y) the closing date contemplated in the initial Owner's Offer Notice, then Owner shall be required to issue a new Owner's Offer Notice to Declarant prior to any

ROFO Subject Transfer. Notwithstanding the foregoing or anything to the contrary herein, if Declarant and an Owner enter into a Non-Residential Sale Agreement and Declarant either terminates such agreement or fails to close thereunder, Owner shall be free to sell or transfer the Offer Property upon such terms as are acceptable to Owner without the issuance of a new Owner's Offer Notice (but for the avoidance of doubt, after such transfer, the subsequent Owner of such Offer Property shall be required to comply with the requirements of this Section 3(f) with respect to any subsequent ROFO Subject Transfer).

(v) Notwithstanding anything to the contrary herein, if any portion of the purchase price payable under any Owner's Offer Notice shall be other than cash or purchase money promissory notes of the offeror, Declarant shall have the right to substitute for such property cash in an amount equal thereto.

(vi) The transfer of title to Declarant (the "**ROFO Closing**") shall take place as set forth and upon the terms included in the applicable Residential Sale Agreement or Non-Residential Sale Agreement.

(vii) Further, notwithstanding the foregoing or anything to the contrary in this Section 3(f), the following exceptions shall apply:

(1) Provided that an Institutional Investor is the holder of a Qualifying Mortgage, this Section 3(f) shall not apply in connection with (A) any transfer of the Restricted Land pursuant to a foreclosure or deed-in-lieu of foreclosure of a Qualifying Mortgage, or (B) any subsequent transfer of the Restricted Land by any Institutional Investor, or Affiliate thereof, that takes title thereto pursuant to a foreclosure or deed in lieu of foreclosure of a Qualifying Mortgage held by such Institutional Investor. This exclusion to the provisions of this Section 3(f) in the case of a foreclosure or deed-in-lieu of foreclosure shall exclude the transfers resulting from such foreclosure or deed-in-lieu of foreclosure and shall not be applicable to any subsequent ROFO Subject Transfers by any purchaser (x) at a foreclosure sale of a Qualifying Mortgage where such purchaser was not the Institutional Investor holder such Qualifying Mortgage or its Affiliate, or (y) from any Institutional Investor holder of a Qualifying Mortgage, or an Affiliate thereof, that acquired the applicable portion of the Restricted Land by foreclosure or deed-in-lieu thereof, as subsequent Owners of the Restricted Land, or applicable portion thereof. All such subsequent Owners shall be bound by the provisions of Section 3(f).

(2) For the avoidance of doubt, the provisions of this Section 3(f) shall not apply to, and the following transfers of any portion of the Restricted Land (or any direct or indirect interest therein, including any interests in any Owner thereof) shall not be deemed ROFO Subject Transfers: (A) the transfer to any

Community Association as common area thereof; (B) the transfer to any Owner Successor; (C) the grant of any access, roadway, construction, utility or other easement; (D) any lease of space within any Improvement or any ground lease of the Restricted Land, or any portion thereof or Improvement thereon, with a term of less than ninety-nine (99) years; (E) any transfer (x) between then existing members, shareholders, partners, tenants in common or other holders of any ownership interests of any Owner or in the Restricted Land, (y) by devise or the operation of law upon the death or disability of any Owner, or any member, shareholder, partner, tenant in common or holder of any other ownership interest of any Owner or in the Restricted Land, or (z) for estate planning purposes or to immediate family member(s) (parent, spouse, child, stepchild, grandchild) or a trust established for the benefit of such family member(s) or any Owner; (F) the mortgage, pledge or other encumbrance of the any interest; and/or (G) the transfer of any COAH Unit, for so long as it remains a COAH Unit.

(3) Further, notwithstanding the definition of Residential ROFO Property or anything else to the contrary herein, the provisions of this Section 3(f) shall not apply to transfers of any residential dwelling unit (or any direct or indirect interest therein, including any interests in any Owner thereof) that has been subjected to a Community Association for which the New Jersey Department of Community Affairs (the "DCA") has denied the subsection of units within such Community Association to the right of first offer in favor of Declarant set forth herein, and the same shall not be deemed ROFO Subject Transfers. In the event of such denial by the DCA, the master deed or other document establishing such Community Association may include a statement that the residential units within such Community Association are not subject to the terms of this Section 3(f) pursuant to the requirements of the DCA and, upon the request of any Owner in such Community Association, Declarant shall deliver to such Owner an acknowledgement in recordable form that such unit(s) is not subject to the terms of this Section 3(f). Provided, however, Declarant believes that the DCA regulations permit a ROFO Subject Transfer in the Community Association documents for the benefit of the Declarant as a third party: (1) the ROFO Subject Transfer rights set forth in the Declaration shall be included in the Community Association documents submitted to DCA for approval; (2) Declarant shall be provided a copy of the subject documents in advance of submission to DCA; (3) Developer shall provide Declarant with notice of submission to DCA and copies of all responses from DCA regarding the ROFO Subject Transfer; and (4) Declarant shall have the right to participate and support the right to the ROFO Subject Transfer in the Community Association documents with the DCA.

(4) Notwithstanding the foregoing or anything to the contrary herein (and in addition to any other exclusions set forth herein), the provisions of this Section 3(f) shall not apply to the sale, assignment or conveyance of fifty one percent (51%) or more of the ownership interests in any Owner thereof in the following instances and the same shall not be deemed ROFO Subject Transfers: (A) any such sale,

assignment or conveyance in which the selling, transferring or conveying Owner (or an Affiliate thereof) retains an ownership interest of at least ten percent (10%) for a legitimate business purposes (including, without limitation, institutional investment purposes) other than avoiding being deemed a ROFO Subject Transfer (for example, such Owner retains certain distributions, profits or other fees and/or voting rights), and/or (B) if such Owner is a publicly traded entity, any sale, assignment or conveyance of stock or other interests in such entity traded on a public exchange.

(g) Owner shall not use the name "Princeton Forrestal Center" or any individual component or combination thereof for any purpose without the prior written consent of Declarant, which consent shall not be unreasonably withheld; provided, however, Owner shall be permitted to use such name without Declarant's consent in identifying the location /or the Improvements situated on the Restricted Land.

#### 4. Construction of Improvements and Alterations.

(a) Declarant has approved the Concept Plan for the Proposed Initial Development attached hereto as **Exhibit B**. Declarant acknowledges that the Concept Plan is a preliminary plan and that the Concept Plan and the Initial Development are subject to modification as deemed necessary or desirable by Developer or subsequent Owner(s) or as may be required in connection with obtaining Governmental Approvals for any Initial Development, and that no such modification shall require the approval or consent of the Declarant unless such modification relates to the Initial Development of the Plainsboro Land and is materially inconsistent with the General Development Plan approval granted by Plainsboro Township on September 21, 2020 (the "**Plainsboro GDP**") prior to the expiration thereof. Notwithstanding the foregoing, Declarant acknowledges and agrees that Developer and/or subsequent Owner(s) may seek and obtain the following with respect to any Initial Development of the Plainsboro Land without the approval or consent of the Declarant: (i) variances, waivers or amendments to allow assisted living as a permitted use, (ii) variances, waivers or amendments to increase by up to five percent (5%) the permitted floor area ratios and/or residential unit counts, and (iii) any other variances or waivers from or amendments to the Plainsboro GDP deemed necessary or desirable by Developer or subsequent Owner(s) and approved by Plainsboro Township, other than (1) so called "D" variances under N.J.S.A. 40:55D-70d, or (2) with respect to floor area ratios and residential unit counts if the impacts thereof cannot be remediated by infrastructure improvements provided by Developer or the applicable Owner such that the increase would (i) result in the prohibition or restriction on development of the Declarant's Princeton Forrestal Center property in accordance with the density and mix of uses set forth in the Plainsboro Forrestal Campus General Development Plan Approval dated October 21, 2019 (the "**Forrestal Campus GDP**"); or, (ii) trigger additional infrastructure improvements (e.g., road/intersection improvements; sewer and other utility improvements, or open space requirements) to be provided by Declarant, or (iii) cause

permitted Princeton Forrestal Center development to exceed the available highway access or other permit restrictions on the Declarant's Forrestal Center properties in all cases beyond the requirements of the Forrestal Campus GDP, the Traffic Agreement entered into on December 8, 1999, which was subsequently amended by the First Amendment to Princeton Forrestal Center Traffic Agreement dated January 2, 2002 (the "**Forrestal Campus Traffic Agreement**"), and the Developer Agreement entered into on March 24, 2021 (the "**Forrestal Campus Developer Agreement**"). The Declarant's prior approval or consent shall not be required for any modifications to the Initial Development of the South Brunswick Land.

(b) Prior to the submission to any governmental or quasi-governmental agency of a site plan application for any (i) Initial Development on the Plainsboro Land, or (ii) any Future Development of non-Residential ROFO Property on the Plainsboro Land, that in either case contemplates development within the Key Road View Corridors, the Owner, Developer, or subsequent developers of the applicable portion of the Plainsboro Land shall submit the proposed site plan materials (each, a "**Proposed Site Plan**") to the Declarant for review and approval as to only the Improvements shown on such Proposed Site Plan within the Key Road View Corridors (the "**Key Road View Corridor Improvements**"). Declarant's approval of any Key Road View Corridor Improvements shall not be unreasonably withheld, conditioned or delayed if (x) the same are consistent with the design guidelines set forth in the Plainsboro GDP, or (y) the same are consistent with the architectural, landscaping and signage designs and features then existing in Princeton Forrestal Village. Declarant shall designate one person (herein referred to as "**Declarant's Representative**") to lead discussions between the Declarant and the Owner(s) of the Plainsboro Land with respect to Proposed Site Plans. Any approval of any portion of any Proposed Site Plan given by Declarant's Representative shall be binding upon Declarant when set forth in writing and signed by Declarant's Representative. The identity of Declarant's Representative may be changed at the sole discretion of Declarant, at any time, by written notice to Owner in accordance with Section 19 hereof.

(c) Declarant shall review any Proposed Site Plan and within fifteen (15) business days of the submission thereof shall notify Owner in writing of its approval or disapproval as to the Key Road View Corridor Improvements shown on such Proposed Site Plan. In the event of any disapproval, Declarant's notice shall specify in detail Declarant's reasons for disapproval and what revisions Declarant desires to be made to the Key Road View Corridor Improvements for Declarant's approval of the same. In such event, Owner shall use commercially reasonable, good faith efforts to revise the Proposed Site Plan to incorporate the requested revisions provided the same would not materially increase the cost of or time to construct the proposed development or adversely impact Owner's ability to market the proposed development, and resubmit the same to Declarant for its review and approval. In the event Declarant shall have failed to notify Owner of the Declarant's approval or disapproval of the Key Road View Corridor Improvements shown on any Proposed Site Plan within said fifteen (15) business day period, Owner shall email each of the Declarant's notice persons (at the email addresses listed under Section 19 ("Notices")) with a follow-up request for approval ("**Cure**

**Notice**”). If Declarant does not send such approval or disapproval within five (5) business days of the Cure Notice, then Declarant shall have waived its right to comment on, approve or disapprove such Proposed Site Plan and the Key Road View Corridor Improvements shown thereon.

(d) Notwithstanding the foregoing or anything to the contrary herein, if any governmental or quasi-governmental agency requires or requests material changes or modifications to the Key Road View Corridor Improvements as a condition to its approval of the applicable site plan, Owner shall be entitled to comply with such required or requested changes. In such instance, Owner shall be required to resubmit the site plan to Declarant for review or approval, not to be unreasonably withheld, conditioned or delayed. The final site plan approved by the applicable municipality shall be referred to herein as the “**Approved Plan.**”

(e) Declarant and Declarant’s architect shall have the right from time to time upon not less than two (2) business days’ prior written notice to the applicable Owner, and only with a representative of such Owner present, during the course of construction of any Initial Development to inspect the work being done to insure that the same is being constructed in substantial accordance with the Approved Plan therefor, provided that such inspections shall not interfere with, or delay, Owner’s construction activities; Declarant shall provide evidence of commercially reasonable insurance required or requested by Owner prior to Declarant, its architect, or any of their respective members, directors, officers, employees or representatives (collectively, “**Declarant Personnel**”) entering the Restricted Land; and Declarant assumes full risk of (and hereby waives and releases Owner from any and all claims, liabilities, losses, expenses, attorneys’ fees, damages and liabilities arising from or relating to) any and all injury to person or property (including death) to any Declarant Personnel and/or any property belonging thereto.

(f) All Improvements shall be constructed and completed by the applicable Owner, without expense to Declarant, in a good, first class and workmanlike manner, employing materials of first class quality, and substantially in compliance with (i) all applicable Governmental Approvals and building and zoning laws and all other applicable laws, ordinances, orders, rules, regulations and requirements of all federal, state, county and municipal governments, departments, commissions, boards of officers, (ii) the terms and conditions of this Declaration, and (iii) the Approved Plan therefor. Notwithstanding the foregoing or anything to the contrary herein, Declarant acknowledges and agrees that neither Developer, nor any subsequent Owner(s), shall have any obligation to construct the Proposed Initial Development or any other Improvements on the Restricted Land.

(g) In the course of constructing any Improvements and of making any alteration thereto, Owner shall make, and cause Owner’s contractors to make, commercially reasonable efforts to minimize soil erosion, minimize the creation of dust and nuisances to neighboring properties, protect trees and growing shrubs that are not slated for removal or relocation

pursuant to the Approved Plan and prevent dirt and other materials from falling from trucks and other construction vehicles being deposited onto any paved roads adjoining the Restricted Land or within Princeton Forrestal Center. Upon the request of Declarant, the applicable Owner shall sweep or cause to be swept such roads to clear them of such dirt and other materials that fell from trucks and other construction vehicles utilized in connection with such Owner's Improvements or alterations. For the avoidance of doubt, Owner shall not be obligated to remove any dirt, material or debris from paved roads within the Restricted Land or Princeton Forrestal Center that was not deposited thereon by Owner, its contractors or other third parties providing services or materials to or for the benefit of the Restricted Land.

(h) For clarity, and notwithstanding anything in this Section 4 to the contrary, Declarant acknowledges and agrees that (i) it has approved in all respects all plans and specifications for the development and construction of those Improvements (including Key Road View Corridor Improvements) described on the Plainsboro GDP Design Guidelines, which require no further consent or approval of Declarant prior to Owner's construction thereof, and (ii) this Section 4 shall not apply to those improvements described on the Plainsboro GDP Design Guidelines. However, this Section 4 shall apply, and Declarant shall have the ability to review, comment and/or approve the Key Road View Corridor Improvements shown on any Proposed Site Plan with respect to any Future Development.

#### 5. Repairs and Maintenance of Restricted Land.

Owner shall promptly and with due diligence maintain, or caused to be maintained, all portions of the Restricted Land and the sidewalks, curbs, driveways and passageways and parking areas that are on and adjoining the same (and that have not been dedicated to any governmental or quasi-governmental authority), in a safe, clean and orderly condition, free of dirt, trash, rubbish, snow, ice and unlawful obstructions. Owner shall also mow, or cause to be mowed, the lawns and other grass planted areas and shall maintain existing trees and shrubbery within the Restricted Land all in accordance with good landscaping practice.

#### 6. Compliance with Laws.

All construction and development of the Restricted Land will be done pursuant to, and all use of the Restricted Land will comply with, all laws, statutes, ordinances, orders, rules, regulations, or requirements of any federal, state or municipal government, department, commission, board or officers having jurisdiction, over and being applicable to the Restricted Land, the Improvements thereon, or to the use or manner of use thereof by any lessees or Occupants thereof.

#### 7. College Road Overpass Maintenance.



Owner shall be required to reimburse Declarant annually for a portion of Declarant's actual costs and expenses in the performance of the duties of Declarant described in paragraphs (a) and (b) below, in accordance with the procedures set forth in paragraph (c) below.

(a) Declarant's Responsibility. Declarant or Declarant's nominee shall keep and maintain or cause to be kept or maintained the landscaping in the areas (herein collectively called the "**College Road Overpass Common Area**") adjacent to that portion of Princeton Nurseries on which College Road Overpass Common Area is situated at the intersection of College Road East and West and U.S. Route 1 (which Princeton Nurseries and College Road Overpass Common Area are shown on the development plan attached hereto as **Exhibit D** and by this reference made a part hereof).

Declarant shall maintain and replace in a first-class manner all the landscaping materials now or hereafter installed until the dedication and acceptance thereof by any governmental body or the sale or transfer thereof to any third party, following which Declarant's obligation shall cease. Declarant's maintenance obligations shall include attending to the making and supervision of all ordinary and necessary day-to-day maintenance and repair of the landscaping within the College Road Overpass Common Area, including, but not limited to, mowing of grass planted areas within undedicated road rights-of-way and drainage swales; maintaining and replacing of shrubbery and trees within the open space areas and road rights-of-way in accordance with good landscaping practice; and removal of silt and debris. For the avoidance of doubt, Declarant's maintenance obligation does not, and shall not at any time, include the maintenance, repair or replacement of the College Road overpass or any other roadways, roadway structures or improvements other than landscaping within the College Road Overpass Common Area.

(b) Owner's Contribution. Owner agrees to reimburse Declarant annually for Owner's Proportionate Share (as defined herein) of the actual costs and expenses incurred: (1) in the performance of the duties of Declarant described in paragraph (a) above, and (2) for taxes, assessments, insurance premiums, and other customary and reasonable expenses with respect to the College Road Overpass Common Area actually incurred by Declarant in the performance of its duties under this Declaration (the "**College Road Overpass Common Area Maintenance Costs**"). Owner, however, shall not be obligated to reimburse Declarant as aforesaid, if no other property owners, tenants, lessees, subtenants, licensees, concessionaires or other persons or entities, shall be obligated to contribute a share of such actual costs and expenses.

(i) For purposes hereof, Owner's "**Proportionate Share**" of the College Road Overpass Common Area Maintenance Costs shall be a fraction, the numerator of which shall be equal to the total rentable square footage of any non-residential, commercial buildings (the "**Non-Residential Area**") on the Restricted Land, and the denominator of which shall be equal to the total Non-Residential Area on the Restricted Land, plus the total Non-Residential Area on the land that is zoned for

office/research uses within Princeton Forrestal Center and not owned by the Declarant, to determine Owner's percentage for the costs associated with the Declarant's responsibilities outlined in Section 7 (a) above. The current denominator (or Non-Residential Area on the land that is zoned for office/research uses within Princeton Forrestal Center and not owned by Declarant) as of the Effective Date is 4,589,203. The total College Road Overpass Common Area Maintenance Costs in the fiscal year 2021 was \$26,204.00. The Declarant will provide the Owner with a revised denominator on such occasions as there is a transfer of development rights to a third party other than Declarant on the land that is zoned for office/research uses within Princeton Forrestal Center by sale or lease, which transfer shall be deemed effective upon the recordation by Declarant of a Declaration of Easements, Covenants and Restrictions in respect of such transferred property or the recordation of a memorandum of lease in respect of such transferred property. The denominator will not be revised if, in such conveyance of development rights, the Declarant is unable to impose an obligation to maintain the College Road Overpass Common Area, or any portion thereof, or to contribute towards the College Road Overpass Common Area Maintenance Costs.

(ii) Notwithstanding anything to the contrary herein, the Restricted Land, and any applicable portion thereof, shall not be deemed to have any Non-Residential Area prior to or during the construction of any Initial Development until a temporary or permanent certificate of occupancy or equivalent thereof is issued for any non-residential building thereon. After completion of any Initial Development, during any period of Future Development of any non-residential building on the Restricted Land, or the applicable portion thereof, the Non-Residential Area for the Restricted Land, or applicable portion thereof, shall be deemed to be the same as existed immediately prior to such Future Development. Upon completion of such Future Development (as evidenced by a temporary or permanent certificate of occupancy or equivalent thereof), the Non-Residential Area shall be recalculated based upon the completed Future Development.

(iii) At such times as there is more than one (1) Owner of the Restricted Land, then the Proportionate Share hereunder shall be divided among such Owners and allocated to each Owner based upon the Non-Residential Area on the applicable portion(s) of the Restricted Land owned by each Owner. To the extent any Owner is a Community Association, the Community Association shall have the obligation to collect all College Road Overpass Common Area Maintenance Costs due from the individual units within the community created by virtue of the Community Association's governing documents and to pay such amounts to the Declarant as set forth herein.

(iv) For the avoidance of doubt, (i) no Community Association or Owner of any residential dwelling unit(s) situated on the Restricted Land (including individual and multifamily residential units) shall be allocated any portion of the

Proportionate Share or otherwise be responsible to share in the College Road Overpass Common Area Maintenance Costs in connection with the residential unit(s), and (ii) the following shall not be included within the Non-Residential Area for purpose of calculation of the Proportionate Share: (x) the square footage of any ancillary office, storage, medical, amenity or other non-residential space within any single family dwelling, multi-family building, or senior housing building, or (y) the square footage of any office, storage, medical, amenity or other non-residential space, including without limitation, resident or community office centers, storage units, clubhouses or fitness centers, within any residential community governed by a Community Association and situated on the Restricted Land, for common use by the residents of such community.

(c) Procedure for Billing and Collection. The College Road Overpass Common Area Maintenance Costs shall be computed as of the end of each fiscal year of Declarant, which is the twelve (12) month period ending June 30, and a reasonably detailed statement therefor, showing Owner's share thereof, shall be submitted annually by Declarant to Owner within ninety (90) days after the end of each such fiscal year. Declarant shall be entitled to add a management fee of ten percent (10%) of the actual College Road Overpass Common Area Maintenance Costs. The management fee will be shown as a separate line item on the statement prepared by the Declarant.

(i) If any contract made by Declarant for work to be performed shall include work upon the College Road Overpass Common Area as well as other areas which do not comprise part of the College Road Overpass Common Area, then Declarant shall apportion the cost thereof equitably between the College Road Overpass Common Area and such other areas.

(ii) Owner shall pay to Declarant, within thirty (30) days after the submission of the aforesaid statement, Owner's Proportionate Share of the College Road Overpass Common Area Maintenance Costs thereof (as determined in accordance with Section 7(b) above). Interest at the annual rate of 18% will accrue on any unpaid balance after the due date.

(iii) Within three (3) years after the receipt of any statement pursuant to this Section 7(c), any Owner shall have the right to audit Declarant's books and records pertaining to the operation and maintenance of the College Road Overpass Common Area for the fiscal year covered by the applicable statement. The applicable Owner shall notify Declarant of Owner's intent to audit at least thirty (30) days prior to the designated audit date and Declarant shall make its books and records with respect to the College Road Overpass Common Area Maintenance Costs for such fiscal year(s) available for such Owner's review. In the event that such audit discloses any error in the determination of the College Road Overpass Common Area Maintenance Costs or Owner's Proportionate Share thereof, an appropriate adjust shall promptly be made. The

cost of the audit shall be assumed by the auditing Owner unless such Owner shall be entitled to a refund in excess of five percent (5%) of the amount calculated for Owner's Proportionate Share of the College Road Overpass Common Area Maintenance Costs for the audit year(s), in which case, Declarant shall pay the cost of such audit.

(d) Owner's Responsibility for Permanent Access.

Declarant shall have no responsibility for the non-exclusive, temporary access roadway between Block 99 Lot 14.03 and the U.S. Route 1- Independence Way jug handle or the intersections of roads within the Restricted Lands to College Road West.

8. Easements.

(a) Subject to the terms and conditions set forth in this Section 8, Declarant hereby reserves, and shall have the right at its sole cost and expense, to install and maintain utility lines and facilities within portions of the Restricted Land upon which no building, structure or other Improvement is erected or is to be erected, for the purpose of providing water, electric, gas, telephone, cable lines, data transmission, drainage, storm and sanitary sewer services to the Princeton Forrestal Center (collectively, "**Future Utility Facilities**"), whether or not the land within Princeton Forrestal Center is owned by Declarant, as well as the right to grant to other persons, entities, governmental bodies and/or utility companies easements within the Restricted Land for the aforementioned purposes ("**Future Utility Easements**"). The foregoing rights shall be exercised in a manner to minimize (or, if possible, avoid) any impacts to Owner's construction of the Initial Development or any Future Development.

(b) Prior and as a condition to the installation of any Future Utility Facilities and/or the grant of any Future Utility Easements, Declarant shall:

(i) Submit to the applicable Owner(s) of the portion of the Restricted Land on which the Future Utility Facilities and/or Future Utility Easements are proposed to be located, for such Owner(s) prior review and approval, detailed plans and specifications for the applicable Future Utility Facilities and/or Future Utility Easements, which plans and specifications shall include the following, without limitation: (i) the nature of the Future Utility Facilities and/or Future Utility Easements, (ii) the proposed location of the Future Utility Facilities and/or Future Utility Easements, (iii) the capacity of the Future Utility Facilities, and (iii) whether such Future Utility Facilities and/or Future Utility Easements will connect into any existing utility facilities or easements ("**Proposed Utility Plans**"). No Owner will unreasonably withhold its approval any Proposed Utility Plans, provided that (i) the proposed location of the Future Utility Facilities and/or Future Utility Easements does not adversely impact or interfere with the use, location or the value of the Improvements constructed on or contemplated to be constructed on the applicable portion of the Restricted Land, or otherwise materially

interfere with the use and enjoyment of the Restricted Land by Owner or any Occupant thereof, (ii) any connection into existing utility facilities does not (x) exceed the capacity for such facilities, (y) adversely alter or unreasonably interfere with such existing facilities, or (z) reduce or impair the availability or quality of utility service to the Restricted Land or any Improvements constructed, or that may be constructed in the future, thereon. If an Owner disapproves of any Proposed Utility Plans, it shall specify in reasonable detail its reasons for disapproval and what revisions should be made to the Proposed Utility Plans for Owner to approve the same. The final Proposed Utility Plans approved by an Owner in writing shall be referred to as the “**Approved Utility Plans**”).

(ii) Enter into, or cause the party that will be benefited by the Future Utility Easements and/or Future Utility Facilities (the “**Easement Party**”) to enter into, an easement agreement in recordable form and otherwise in a form and substance reasonably acceptable to both Owner and the Easement Party, which agreement incorporates the following: (i) a legal description or depiction of the easement area (and such area shall not be blanket in nature), (ii) a provision that specifies that the Easement Party shall be responsible for all costs relating to the Future Utility Facilities and/or the easement area, unless otherwise agreed to by Owner and the Easement Party, and that specifies which party will perform any work and maintenance with respect thereto and the standards therefor (i.e. work to be performed in compliance with all laws and the Approved Utility Plans, in a good, workman like and lien free manner, with coordination of schedules, etc.), (iii) reservation by the Owner of the right to use the easement area for any manner not inconsistent with the Future Utility Facilities and/or the Future Utility Easements, and (iv) such insurance, indemnification and other provisions reasonably requested by the Owner or Owner’s mortgage lender.

(c) Owner must allow public access to the Declarant’s proposed main boulevard, currently referred to as Nursery Road, as the same may be modified from time to time, and to the extent the same is constructed and is maintained in existence as open to the Owners and Occupants of the Restricted Land or any portion thereof. The foregoing shall not be deemed (i) a dedication of such roadway to the public or for any public purpose (but no Owner shall be prohibited from so dedicating such roadway if it desires to do so), and/or (ii) to impose an obligation on Developer or any Owner to construct Nursery Road. Owner shall have the right (x) to temporarily restrict access to such road for maintenance, repair, events and/or as necessary to avoid public dedication, (y) to reconfigure, modify or abandon such road; and/or (z) to gate or otherwise restrict public access to other streets, boulevards, roadways or accessways within the Restricted Land, including, without limitation, those that connect into Nursey Road.

#### 9. Assignment.

(a) Except with respect to any assignment to a new Owner as shall be automatically effectuated by the conveyance or transfer of the Restricted Land, or any portion

thereof, no Owner shall otherwise be permitted to assign this Agreement without the prior written consent of the Declarant. Notwithstanding the foregoing, any Owner may delegate its obligations hereunder to any Occupant of such Owner's portion of the Restricted Land without Declarant's prior consent, but the delegating Owner shall continue to be primarily responsible for such obligations.

(b) Declarant shall not be permitted to assign this Agreement to any Person other than an Affiliate of Declarant or Princeton University, without the prior written consent of Owner(s).

10. Modification. This Declaration, or any provision hereof, or any easement, covenant, condition or restriction contained herein, may not be terminated, extended, modified or amended without the written consent of Declarant and Owner. Notwithstanding the foregoing, if there is more than one (1) Owner, only the consent, approval or signature of the Declarant and the Owner of the portion of the Restricted Land to which the applicable amendment relates will be required (and no consent, approval or signature of any other Owner will be required for such amendment) provided such amendment does not have an adverse impact on the rights or obligations of the other Owner(s) and/or their respective portion(s) of the Restricted Land.

#### 11. Enforcement.

(a) By Declarant. Violation or breach by an Owner of any Restriction herein contained shall, unless prohibited by applicable law, and unless such violation is remedied within thirty (30) business days after written notice thereof is given to such Owner, (provided, however, if such violation or breach is of a nature that it cannot be reasonably cured within a thirty (30) day period, Owner shall have such longer period as is reasonably necessary to cure such breach or violation provided that Owner promptly commences and thereafter diligently pursues such cure to completion and keeps Declarant reasonably apprised of the actions being taken by Owner to effectuate such cure), give to Declarant rights to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of the provisions of this Declaration to enjoin or prevent them from doing so, or to cause said violation to be remedied and to recover actual damages (but in no event consequential damages, punitive damages, or special damages of any kind whatsoever) for said violation.

(b) By Owner. Violation or breach by Declarant of any provision hereof shall, unless prohibited by applicable law, and unless such violation is remedied within thirty (30) days after written notice thereof is given to Declarant (provided, however, if such violation or breach is of a nature that it cannot be reasonably cured within a thirty (30) day period, Declarant shall have such longer period as is reasonably necessary to cure such breach or violation provided that Declarant promptly commences and thereafter diligently pursues such cure to completion and keeps Owner reasonably apprised of the actions being taken by Declarant to effectuate such cure), give to Owner the rights to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of the provisions of this Declaration to enjoin or prevent them from doing so or to cause said violation

to be remedied and to recover actual damages (but in no event consequential damages, punitive damages, or special damages of any kind whatsoever) for said violation.

12. Not a Public Declaration. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Restricted Land to or for the general public or for any public purpose whatsoever. Declarant intends that this Declaration shall be strictly limited to and for the purposes expressed herein.

13. Severability. If any provision or portion of any provision hereof is or shall become illegal or void for any reason, or be so held by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.

14. Breach Shall Not Permit Termination; Mortgagees.

(a) It is expressly agreed that no breach of this Declaration by any Owner or Occupant of any portion of the Restricted Land shall defeat or render invalid the lien of any mortgage or deed to secure debt covering all or any portion of the Restricted Land made in good faith for value. Any mortgage or deed of trust affecting any portion of the Restricted Land shall at all times be subject and subordinate to the terms of this Declaration (except as expressly set forth herein) and the Restrictions shall be binding upon and effective against every Owner of any of said property or any portion thereof whose title thereto is acquired by foreclosure, sale, or otherwise.

(b) Any holder of a Qualifying Mortgage shall have the right, but not the obligation, to perform any term, covenant, condition or agreement and to remedy any default or violation hereunder of its applicable Owner mortgagor, and the Declarant shall accept such performance by the mortgagee with the same force and effect as if furnished by the applicable Owner; provided, however, that any such mortgagee shall have a reasonable time to cure the Owner's default after the expiration of the Owner's cure period so long as such mortgagee has notified the Declarant in writing that it intends to cure such default and commences and diligently prosecutes such cure (including, if possession is required to effectuate such cure, diligently pursuing its rights and remedies under its mortgage in order to gain such possession) and completes such cure. Declarant hereby agrees, concurrently with the delivery to any Owner of any notice of default, to deliver a copy thereof to any mortgagee under a Qualifying Mortgage who has notified Declarant of its name and address (such notification of the existence of such mortgage and such concurrent notice of default to be delivered in the manner specified in Section 19 hereof).

(c) Notwithstanding anything to the contrary herein, any monetary lien purported to be imposed under this Declaration shall at all times be subordinate to the lien of any Qualifying Mortgage and any purchaser at any foreclosure sale (or any grantee by deed in lieu thereof) under a Qualifying Mortgage shall take title subject only to any liens thereafter accruing.

15. Failure to Enforce not a Waiver of Rights. The failure of Declarant or any Owner of the Land to enforce any Restriction shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other Restriction. The consent or approval by Declarant pursuant to Section 10 hereof to or of any act or request by any Owner or Occupant of any portion of the Restricted Land shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar or dissimilar act or request.

16. Estoppel Certificate. Declarant agrees that upon not less than fifteen (15) business days' prior written request by any Owner, Declarant shall (in accordance with the notice provisions set forth herein) deliver to Owner (at the address indicated in the Owner's request) a written certificate (an "**Estoppel Certificate**") certifying (i) that to the actual knowledge of Declarant, there are no violations or breaches of any Restrictions herein contained, or, if Declarant believes that such violations or breaches exist, the nature thereof in detail, (ii) such Owner's Proportionate Share and the date through which all amounts owed by such Owner pursuant to Section 7 hereof have been paid, if applicable, (iii) that this Declaration has not been modified and remains in full force and effect, or if this Declaration has been modified, the nature of such modifications, and (iv) such additional information reasonably requested by the requesting Owner; it being agreed that such certificate may be relied upon by any prospective purchaser, mortgagee or other person having or acquiring an interest in the Restricted Land.

17. No Third Person Benefited; Parties Entitled to Enforce.

(a) The Restrictions burdening the Restricted Land set forth in this Declaration, and all rights hereunder accruing to the benefit of the Declarant, are made for the sole protection and benefit of Declarant, are personal to Declarant and no other person or persons (including, without limitation, no owner, license, lessee or any other occupant of any property in Princeton Forrestal Center) shall have any right to enforce such Restrictions or have any other right of action thereon.

(b) All rights hereunder accruing to the benefit of the Restricted Land or the Owner thereof, may be exercised and/or enforced by each Owner with respect to such Owner's applicable portion of the Restricted Land, and no other person or persons shall have any right of enforcement or action thereon.

18. Termination. This Declaration shall terminate and be of no force or effect automatically and without need of any further writing or instrument in the event the Restricted Land is reconveyed to Declarant.

19. Notices.



(a) All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if transmitted in the manner set forth below, addressed as follows:

If to Seller, to: Curt Emmich  
Princeton University Real Estate Office  
105 College Road East  
Princeton, New Jersey 08540  
E-mail: cemmich@princeton.edu

With a copy to: Kristin R. Muenzen, Esq.  
Office of General Counsel  
New South Building, Fourth Floor  
Princeton, NJ 08544  
E-mail: kmuenzen@princeton.edu

And a copy to: Bradley E. Marcum, Esq.  
Faegre Drinker Biddle & Reath LLP 105  
College Road East  
PO Box 627  
Princeton, NJ 08542  
Telephone: 609-716-6557  
brad.marcum@faegredrinker.com

If to Developer, to:  
  
Stephen A. Santola  
Executive Vice President & General Counsel  
Greenbrook Executive Center  
100 Passaic Avenue, Suite 240  
Fairfield, New Jersey 07004  
Voice: 973.316.9400 - Ext: 254  
Direct: 973.487.1780  
Fax: 973.316.5520  
ssantola@woodmontproperties.com  
www.woodmontproperties.com

With a copy to:  
  
Peter Wolfson, Esq. & Jennifer L. Solberg, Esq.  
Day Pitney LLP  
One Jefferson Road

Parsippany, New Jersey 07054  
[pwolfson@daypitney.com](mailto:pwolfson@daypitney.com);  
[jsolberg@daypitney.com](mailto:jsolberg@daypitney.com)

or to such other addresses as shall be furnished in writing by either party to the other.

(b) Any notice or other communication delivered or sent in accordance with the provisions of this paragraph shall be deemed to have been properly given or served on the day of delivery, if delivered by overnight delivery service or courier service; or, if mailed, on the date of receipt or rejection as evidenced by the green receipt card, if deposited in the United States mail addressed to such party by registered or certified mail, postage prepaid, return receipt requested; or, by automated confirmation of delivery if delivered by email.

20. Limitation of Liability. Notwithstanding anything to the contrary contained in this Agreement, each Owner shall be liable and responsible for the obligations, covenants, agreements and restrictions created by this Agreement and for any judgment rendered hereon, only to the extent of its respective interest in the Restricted Land, or applicable portion thereof, and the Improvements thereon.

[Signature on Following Page]

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed the day and year first above written.

THE TRUSTEES OF PRINCETON UNIVERSITY

By:

  
Name: KyuJung Whang

Title: Vice President for Facilities

[Signature Page to Declaration of Easements, Covenants, Conditions and Restrictions]

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

I CERTIFY that on Jan 4, 2024, KyuJung Whang personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person, being authorized to do so, signed, sealed and delivered the attached document as Vice President of Facilities of THE TRUSTEES OF PRINCETON UNIVERSITY, the corporation named in this document;
- (b) the proper corporate seal was affixed; and
- (c) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Trustees.

Esther Walter

Notary Public



[Notary Page to Declaration of Easements, Covenants, Conditions and Restrictions]

**Exhibit A-1**

**The Plainsboro Land**

**PARCEL ONE:**

**FEE PARCEL:**

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Plainsboro, in the County of Middlesex, State of New Jersey:

**BEGINNING** at a **POINT**, said point being the southwesterly corner of the herein described Lot 5 in Block 102, lands N/F The Trustees of Princeton University, and also being the southeasterly corner of Lot 1 in Block 102, lands N/F Barclay Square at Forrestal, LLC, said point being in the northerly right-of-way line of Seminary Drive (a variable width right-of-way); said point having New Jersey State Plane Coordinate System (NAD83, US Survey Feet) modified ground coordinates of N 555.831.43', E 459.139.69', and from said **BEGINNING POINT**, running, thence:

1. Along the easterly line of said Lot 1 in Block 102 the following three (3) courses: N 15 degrees 26 minutes 51 seconds E, 840.50 feet to a point corner to same, thence;
2. N 74 degrees 33 minutes 09 seconds W, 38.15 feet to a point corner to same, thence;
3. N 15 degrees 26 minutes 51 seconds E, 760.96 feet to a point corner to same and in the municipal division line between the Township of South Brunswick to the north and the Township of Plainsboro to the south, said point also being in the southerly line of Lot 3.211 in Block 99 in the Township of South Brunswick, lands N/F Gregory Bannish, et al, thence;
4. Passing along the said southerly line of Lot 3.211 in Block 99, and continuing along the southerly line of Lot 3.212 in Block 99 in the Township of South Brunswick, lands N/F Township of South Brunswick, and Lot 14.04 in Block 99 in the Township of South Brunswick, lands N/F The Trustees of Princeton University, and along the aforesaid municipal division line: S 73 degrees 49 minutes 19 seconds E, 1,220.07 feet to a point being the northwesterly corner of Lot 6 in Block 102 (future Nursery Road), lands N/F The Trustees of Princeton University, thence;
5. Leaving said line of Lot 14.04 in Block 99, and the said municipal division line, and passing along the westerly line of said Lot 6 in Block 102 (future Nursery Road), the following two (2) courses: S 16 degrees 48 minutes 28 seconds W, 1296.61 feet to an angle point in same, thence;
6. S 21 degrees 14 minutes 18 seconds W, 236.13 feet to an angle point in the existing northerly right-of-way line of aforesaid Seminary Drive (variable width right-of-way), thence;
7. Along the said northerly right-of-way line of Seminary Drive the following three (3) courses: S 61 degrees 37 minutes 36 seconds W, 38.08 feet to an angle point in same marked by a VNHA concrete monument found, thence;
8. N 77 degrees 59 minutes 28 seconds W, 458.47 feet to an angle point in same marked by a VNHA concrete monument found, thence;
9. N 74 degrees 37 minutes 49 seconds W, 642.09 feet to the **POINT and PLACE of BEGINNING**.

**BEING KNOWN** and designated as Lot 5 in Block 102 as shown on a certain map entitled, "Final Subdivision Plat, Block 102, Lots 2, 3 & 4 and Block 106 Lot 4, prepared for the Trustees of Princeton University", filed in the Office of the Middlesex County Clerk on June 6, 2007 as Map No. [6489-988].

**FOR INFORMATION PURPOSES ONLY:** **BEING** known as Seminary Drive, Plainsboro, NJ 08536, Tax Lot 5 QFARM, Tax Block 102 on the Official Tax Map of Plainsboro, NJ.

**EASEMENT PARCEL:**

**TOGETHER** with the easement benefits as set forth in the Drainage Easement Agreement dated June 24, 2002 and recorded in the Office of the Middlesex County Clerk on July 2, 2002 in Book 5063, Page 860.

**PARCEL TWO:**

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Plainsboro, in the County of Middlesex, State of New Jersey:

**BEGINNING** at a **POINT**, said point being marked by a VNHA concrete monument found in the northeasterly right-of-way line of College Road West (variable width right-of-way), and being the southeasterly corner of herein described Lot 6 Block 102 (future Nursery Road), lands N/F The Trustees of Princeton University, said point also being the terminus of the 17<sup>th</sup> course of the legal description of Lot 1 in Block 106, other lands N/F The Trustees of Princeton University, now or about to be recorded, said point also having New Jersey State Plane Coordinate System (NAD83 US Survey Feet) modified ground coordinates of N 555.640.11', E 460.398.71', and from said **BEGINNING POINT** running, thence:

1. Along the said northerly right-of-way line of College Road West: N 68 degrees 46 minutes 07 seconds W, 127.00 feet to a point marked by a VNHA concrete monument found, thence;
2. Along the easterly line of Lot 5 in Block 102, other lands N/F The Trustees of Princeton University, N 21 degrees 14 minutes 18 seconds E, 126.43 feet to an angle point in same, thence;
3. Along the same, N 16 degrees 48 minutes 28 seconds E, 1,296.61 feet to a point in the municipal division line between the Township of South Brunswick to the north and the Township of Plainsboro to the south, said point also being in the southerly line of Lot 14.04 in Block 99 in the Township of South Brunswick, other lands N/F The Trustees of Princeton University, thence;
4. Along said southerly line of Lot 14.04 in Block 99 in the Township of South Brunswick, and along said municipal division line, S 73 degrees 49 minutes 19 seconds E, 108.01 feet to a point, thence;
5. Leaving said line and the said municipal division line and passing along the westerly line of aforesaid Lot 1 in Block 106, still other lands N/F The Trustees of Princeton University, the following four (4) courses; S 16 degrees 48 minutes 28 seconds W, 484.94 feet to an angle point in same, thence;
6. S 15 degrees 26 minutes 07 seconds W, 500.96 feet to an angle point in same, thence;
7. S 16 degrees 48 minutes 28 seconds W, 366.06 feet to a point of curvature in same marked by a VNHA concrete monument found, thence;
8. In a southwesterly direction on a curve to the right having a radius of 1,066.00 feet, an arc length of 81.91 feet, a delta angle of 04 degrees 24 minutes 09 seconds, and a chord of S 19 degrees 00 minutes 32 seconds W, 81.89 feet to the **POINT and PLACE of BEGINNING**.

**BEING KNOWN** and designated as Lot 6 in Block 102 as shown on a certain map entitled, "Final Subdivision Plat, Block 102, Lots 2, 3 & 4 and Block 106 Lot 4, prepared for the Trustees of Princeton University", filed in the Office of the Middlesex County Clerk on June 6, 2007 as Map No. [6489-988].

**FOR INFORMATION PURPOSES ONLY:** **BEING** known as College Road, Plainsboro, NJ 08536, Tax Lot 6 QFARM, Tax Block 102 on the Official Tax Map of Plainsboro, NJ.

PARCEL THREE:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Plainsboro, in the County of Middlesex, State of New Jersey:

**BEGINNING** at a **POINT**, said point being marked by a concrete monument found in the northwesterly right-of-way line of State Highway US Route 1 (variable width right-of-way) at the intersection of said line with the municipal division line between the Township of South Brunswick to the north, and the Township of Plainsboro to the south, said monument having New Jersey State Plane Coordinate System (NAD83, US Survey Feet) modified ground coordinates of N 556,260.28', E 463,407.53', said monument also being found at the terminus of the second (2<sup>nd</sup>) course of Deed Book 6695 Page 466 describing Lot 14.04 in Block 99 in South Brunswick Township, lands N/F The Trustees of Princeton University, said point also being the most southeasterly corner of said Lot 14.04 in Block 99 and the northeasterly corner of Lot 1 in Block 106 in Plainsboro Township as herein described, and from said **BEGINNING POINT** running, thence:

1. Along the northwesterly line of New Jersey State Highway US Route 1 and continuing along the jughandle ramp right-of-way connecting said US Route 1 with the northerly right-of-way line of College Road West (variable width right-of-way) the following twelve (12) courses: S 44 degrees 52 minutes 24 seconds W, 91.98 feet to a point marked by an iron pin found at an angle point in same, thence;
2. S 42 degrees 57 minutes 51 seconds W, 346.66 feet to a point of curvature, thence;
3. In a southwesterly direction on a curve to the right having a radius of 490.00 feet, an arc length of 554.83 feet, a delta angle of 64 degrees 52 minutes 36 seconds, and a chord of S 75 degrees 24 minutes 09 seconds W, 525.66 feet to a VNHA capped iron pin found at a point of tangency, thence;
4. N 72 degrees 09 minutes 33 seconds W, 262.02 feet to a VNHA capped iron pin found at a point of curvature, thence;
5. In a westerly direction on a curve to the left having a radius of 574.00 feet, an arc length of 496.57 feet, a delta angle of 49 degrees 34 minutes 00 seconds, and a chord of S 83 degrees 03 minutes 27 seconds W, 481.23 feet to a VNHA capped iron pin found at a point of compound curvature, thence;
6. In a southwesterly direction on a curve to the left having a radius of 324.00 feet, an arc length of 141.22 feet, a delta angle of 24 degrees 58 minutes 23 seconds, and a chord of S 45 degrees 47 minutes 15 seconds W, 140.10 feet to a VNHA capped iron pin found at a point of tangency, thence;
7. S 33 degrees 18 minutes 04 seconds W, 200.00 feet to a VNHA capped iron pin found at a point of curvature, thence;
8. In a southwesterly direction on a curve to the right having a radius of 240.00 feet, an arc length of 258.82 feet, a delta angle of 61 degrees 47 minutes 17 seconds, and a chord of S 64 degrees 11 minutes 42 seconds W, 246.46 feet to a VNHA capped iron pin found at a point of tangency, thence;
9. N 84 degrees 54 minutes 39 seconds W, 200.00 feet to a VNHA capped iron pin found at a point of curvature, thence;
10. In a southwesterly direction on a curve to the left having a radius of 192.00 feet, an arc length of 92.34 feet, a delta angle of 27 degrees 33 minutes 20 seconds, and a chord of S 81 degrees 18 minutes 41 seconds W, 91.45 feet to a VNHA capped iron pin found at a point of tangency, thence;
11. S 67 degrees 32 minutes 01 seconds W, 230.00 feet to a VNHA capped iron pin found at a point of curvature, thence;
12. In a westerly direction on a curve to the right having a radius of 240.00 feet, an arc length of 158.69 feet, a delta angle of 37 degrees 53 minutes 05 seconds, and a chord of S 86 degrees 28 minutes 33 seconds W, 155.82 feet to a point of tangency on the northerly right-of-way line of College Road West (variable width right-of-way), thence;
13. Along said northerly right-of-way line of College Road West the following five (5) courses: N 74 degrees 34 minutes 54 seconds West, 66.54 feet to a point of curvature, thence;
14. In a westerly direction on a curve to the left having a radius of 88.55 feet, an arc length of 10.02 feet, a delta angle of 06 degrees 28 minutes 59 seconds, and a chord of N 75 degrees 03 minutes 10 seconds W, 10.01 feet to a point marked by a VNHA concrete monument found, thence;

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15. Along a right-of-way width transition line, N 15 degrees 42 minutes 30 seconds E, 4.81 feet to a VNHA concrete monument found at a non-tangent point of curvature on the widened northerly right-of-way line of College Road West (variable width right-of-way), thence;
16. In a westerly direction on a curve to the right having a radius of 3,939.00 feet, an arc length of 235.69 feet, a delta angle of 03 degrees 25 minutes 42 seconds, and a chord of N 72 degrees 50 minutes 20 seconds W, 235.66 feet to a point of compound curvature, thence;
17. In a northwesterly direction on a curve to the right having a radius of 138.00 feet, an arc length of 222.39 feet, a delta angle of 92 degrees 20 minutes 05 seconds, and a chord of N 24 degrees 57 minutes 26 seconds W, 199.10 feet to a point of reverse curvature marked by a VNHA concrete monument found, thence;
18. Along the easterly line of Lot 6 in Block 106, also being future Nursery Road, and being other lands N/F The Trustees of Princeton University, the following four (4) courses: In a northeasterly direction on a curve to the left having a radius of 1,066.00 feet, an arc length of 81.91 feet, a delta angle of 04 degrees 24 minutes 09 seconds, and a chord of N 19 degrees 00 minutes 32 seconds E, 81.89 feet to a point of tangency marked by a VNHA concrete monument found, thence;
19. N 16 degrees 48 minutes 28 seconds E, 366.06 feet to an angle point, thence;
20. N 15 degrees 26 minutes 07 seconds E, 500.96 feet to an angle point, thence;
21. N 16 degrees 48 minutes 28 seconds E, 484.94 feet to a point in the southerly line of aforesaid Lot 14.04 in Block 99 in South Brunswick Township, and said point being in the aforesaid municipal division line between the Township of South Brunswick to the north, and the Township of Plainsboro to the south, thence;
22. Along said line, S 73 degrees 49 minutes 19 seconds E, 2,709.68 feet to the **POINT and PLACE of BEGINNING**.

BEING KNOWN and designated as Lot 1 in Block 106 as shown on a certain map entitled, "Final Subdivision Plat, Block 102, Lots 2, 3 & 4 and Block 106 Lot 4, prepared for the Trustees of Princeton University", filed in the Office of the Middlesex County Clerk on June 6, 2007 as Map No. [6489-988].

FOR INFORMATION PURPOSES ONLY: BEING known as US Route 1, Plainsboro, NJ 08536, Tax Lot 1 QFARM, Tax Block 106 on the Official Tax Map of Plainsboro, NJ.



**Exhibit A-2**

**The South Brunswick Land**

## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL FOUR:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of South Brunswick, in the County of Middlesex, State of New Jersey:

**BEGINNING** at a **POINT**, said point being distant 543.85 feet on a bearing of S 72 degrees 42 minutes 22 seconds E from a VNHA concrete monument found at the terminus of the fourth (4<sup>th</sup>) course of Deed Book 6695 Page 466 for Lot 14.04 in Block 99, lands N/F The Trustees of Princeton University, said point being the southwesterly corner of Lot 3.213 in Block 99 herein described, and also a southeasterly corner to Lot 3.113 in Block 99, lands N/F NJDEP and Township of South Brunswick, said point having New Jersey State Plane Coordinate System (NJSPCS NAD83, US Survey Feet) modified ground coordinate values of N 557,930.81', E 461,022.20', and from said **BEGINNING POINT**, running, thence:

1. Along the easterly line of said Lot 3.113 in Block 99, N 15 degrees 13 minutes 02 seconds E, 750.61 feet to a VNHA capped iron pin found, corner to same, thence;
2. Continuing along a southerly line of said Lot 3.113 in Block 99, S 75 degrees 01 minutes 58 seconds E, 30.76 feet to a VNHA concrete monument found, corner to same, thence;
3. Passing along a southerly, westerly and northerly line of Lot 14.04 in Block 99, lands N/F The Trustees of Princeton University, the following three (3) courses: S 75 degrees 01 minutes 58 seconds E, 489.98 feet to a VNHA concrete monument found, corner to same, thence;
4. S 16 degrees 02 minutes 27 seconds W, 771.44 feet to a point corner to same, thence;
5. N 72 degrees 42 minutes 22 seconds W, 509.98 feet to the **POINT** and **PLACE** of **BEGINNING**.

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BEING KNOWN and designated as Lot 3.213 in Block 99 as shown on a certain map entitled, Preliminary/Final Major Subdivision of the lands of The Trustees of Princeton University, Block 99, Lots 3.021, 8.04, 9.01, 10.0211, 10.05, 12.031 and 13", filed in the Office of the Middlesex County Clerk on August 11, 2005 as Map No. [6393-987]].

FOR INFORMATION PURPOSES ONLY: BEING known as 119 Mapleton Road, South Brunswick, NJ 08536, Tax Lot 3.213 QFARM, Tax Block 99 on the Official Tax Map of South Brunswick, NJ.

**PARCEL FIVE:**

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of South Brunswick, in the County of Middlesex, State of New Jersey:

**BEGINNING** at a **POINT** in the southerly right-of-way line of Ridge Road, a variable width right-of-way per tax map, said point having New Jersey State Plane Coordinate System (NJSPCS NAD83, US Survey Feet) modified ground coordinate values of N 559,522.85', E 461,835.76', and from said **BEGINNING POINT** running, thence:

1. Along the said southerly right-of-way line of Ridge Road, the following four (4) courses; S 57 degrees 12 minutes 04 seconds E, 44.95 feet to a point, thence;
2. S 57 degrees 02 minutes 21 seconds E, 357.39 feet to a point, thence;
3. S 74 degrees 10 minutes 07 seconds E, 147.05 feet to a point, thence;
4. N 85 degrees 34 minutes 14 seconds E, 267.18 feet to a point in the westerly line of Lot 8.02, Block 99, lands N/F Cynthia R. Payne, et al, thence;
5. Along said lands, S 17 degrees 12 minutes 13 seconds W, 548.76 feet to an iron pin found in a northerly line of Lot 14.04, Block 99, lands N/F Trustees of Princeton University, thence;
6. Along said lands, N 74 degrees 35 minutes 12 seconds W, 1,040.43 feet to a VNHIA concrete monument found in an easterly line of Lot 3.113, Block 99, lands N/F NJDEP and Township of South Brunswick, thence;
7. Along said lands, N 15 degrees 13 minutes 02 seconds E, 237.84 feet to a Nassau Surveying capped iron pin found, corner to said Lot 3.113, Block 99, thence;
8. Along said lands, S 73 degrees 22 minutes 55 seconds E, 269.12 feet to an iron pin found, thence;
9. Along an easterly line of said Lot 3.113, Block 99 and continuing along the easterly line of Lot 7.011, Block 99, lands N/F Angel Ayala, et al N 16 degrees 37 minutes 04 seconds E, 347.96 feet to the **POINT and PLACE of BEGINNING**.

BEING KNOWN and designated as Lot 8.041 in Block 99 as shown on a certain map entitled, Preliminary/Final Major Subdivision of the lands of The Trustees of Princeton University, Block 99, Lots 3.021, 8.04, 9.01, 10.0211, 10.05, 12.031 and 13", filed in the Office of the Middlesex County Clerk on August 11, 2005 as Map No. [6393-987]].

FOR INFORMATION PURPOSES ONLY: BEING known as 987-1001 Ridge Road, South Brunswick, NJ 08536, Tax Lot 8.041 QFARM, Tax Block 99 on the Official Tax Map of South Brunswick, NJ.

**PARCEL SIX:**

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of South Brunswick, in the County of Middlesex, State of New Jersey:

**BEGINNING** at a point near an iron bar found in the southerly right-of-way line of the Independence Way Jug Handle, also known as Lot 12.02 in Block 99, (Deed Book 3268, Page 479), lands N/F NJ Dept. of Transportation, said point being where the northeasterly right-of-way line of State Highway U.S. Route 1 (variable width right-of-way) intersects the southerly right-of-way line of the said Independence Way Jug Handle, said point having New Jersey State Plane Coordinate System NAD 1983 U.S. Survey Feet modified ground coordinate values of N 556,670.15' and E 463,793.13', said point

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also being the terminus of course number 44 in a deed to The Trustees of Princeton University recorded in Deed Book 4652, Page 469, and from said **BEGINNING POINT**, running, thence:

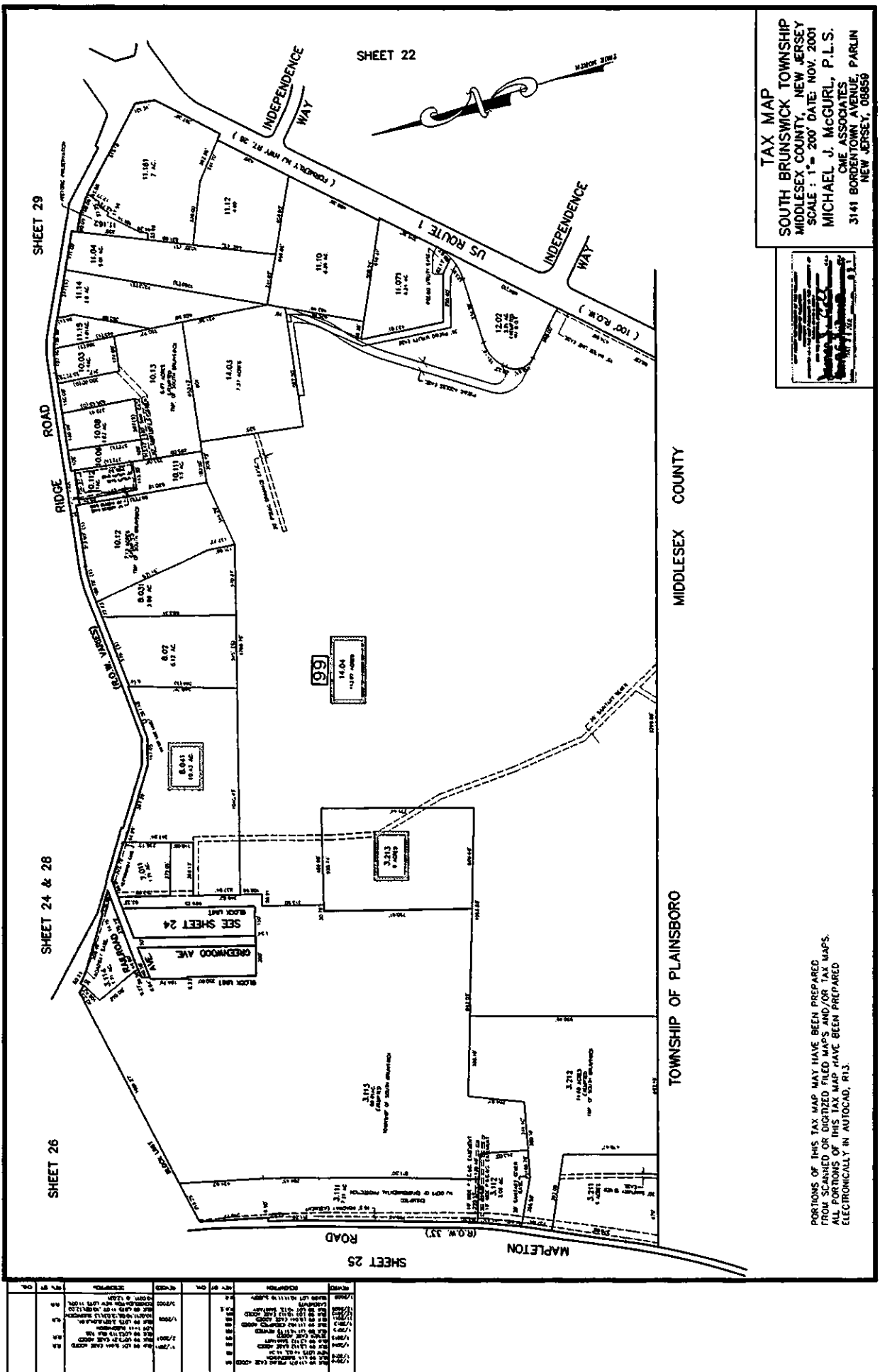
1. Along said right-of-way line of State Highway U.S. Route 1, the following two (2) courses: S 42 degrees 57 minutes 51 seconds W, 474.90 feet to point marked by a VNHA capped iron pin found, thence;
2. S 44 degrees 52 minutes 24 seconds W, 88.08 feet to a point marked by a concrete monument found marking a corner to Lot 1 in Block 106, lands N/F The Trustees of Princeton University, said point also being in the municipal division line between Plainsboro Township (Lot 1 in Block 106) to the south, and South Brunswick Township (Lot 14.04 in Block 99), to the north, thence;
3. Along said municipal division line and along the northerly line of other lands N/F The Trustees of Princeton University, being Lots 1 in Block 106, and Lots 6, and 5 in Block 102, N 73 degrees 49 minutes 19 seconds W, 3,299.89 feet to a point marked by a VNHA concrete monument found marking a corner to Lot 3.212 in Block 99, lands N/F South Brunswick Township, said monument having NJSPCS US Survey Feet modified ground coordinates of N 557,179.84', E 460,238.34', thence;
4. Along the easterly line of the last mentioned lands, N 16 degrees 10 minutes 43 seconds E, 950.49 feet to a point marked by a VNHA concrete monument found in a southerly line of Lot 3.113 in Block 99, lands N/F NJDEP and Township of South Brunswick, thence;
5. Along said southerly line of Lot 3.113 in Block 99, and continuing along the southerly line of Lot 3.213 in Block 99, lands N/F The Trustees of Princeton University, S 72 degrees 42 minutes 22 seconds E, 1,053.83 feet to a point corner to said Lot 3.213 in Block 99, thence;
6. Along said Lot 3.213 in Block 99 the following two (2) courses: N 16 degrees 02 minutes 27 seconds E, 771.44 feet to a point marked by a VNHA concrete monument found, thence;
7. N 75 degrees 01 minutes 58 seconds W, 489.98 feet to point marked by a VNHA concrete monument found marking a corner to the aforementioned Lot 3.113 in Block 99, thence;
8. Along said Lot 3.113 in Block 99 the following three (3) courses: N 15 degrees 13 minutes 02 seconds E, 313.50 feet to a point marked by a VNHA concrete monument found, thence;
9. S 72 degrees 16 minutes 58 seconds E, 58.91 feet to a point marked by a VNHA concrete monument found, thence;
10. N 15 degrees 13 minutes 02 seconds E, 108.98 feet to a point marked by a VNHA concrete monument found marking a corner to Lot 8.041 in Block 99, other lands N/F The Trustees of Princeton University, thence;
11. Along the southerly line of the last mentioned lands and continuing along the southerly line of Lot 8.02 in Block 99, lands N/F Cynthia R. Payne, et al. and Lot 8.031 in Block 99, lands N/F Mark G. Smith, et al. S 74 degrees 35 minutes 12 seconds E, 1,766.76 feet to a point marked by a VNHA concrete monument found marking a corner to Lot 10.12 in Block 99, lands N/F Township of South Brunswick, thence;
12. Along the southerly line of the last mentioned lands, N 81 degrees 51 minutes 00 seconds E, 344.29 feet to a point marked by a VNHA concrete monument found marking a corner to said Lot 10.12 and Lot 10.111 in Block 99, lands N/F Gang Qian et al, thence;
13. Along the southerly line of the last mentioned lands and continuing along a portion of the southerly line of Lot 10.13, Block 99, lands N/F Township of South Brunswick, S 82 degrees 17 minutes 43 seconds E, 209.12 feet to a point corner to Lot 14.03 in Block 99, lands N/F Public Service Electric & Gas, thence;
14. Along the westerly line of said Lot 14.03 in Block 99, S 07 degrees 42 minutes 17 seconds W, 525.00 feet to an angle point, thence;
15. Along the southerly line of said Lot 14.03 in Block 99, S 82 degrees 17 minutes 43 seconds E, 597.50 feet to a point in the westerly line of Lot 11.10 in Block 99, lands N/F HPTSHC Properties Trust, thence;
16. Along the westerly line of the last mentioned lands, S 26 degrees 15 minutes 51 seconds W, 404.46 feet to a point in the northerly line of Lot 11.071 in Block 99, lands N/F JSK North Princeton, LLC, thence;
17. Along the last mentioned lands the following four (4) courses: N 64 degrees 59 minutes 52 seconds W, 88.26 feet to a point marked by a disturbed VNHA concrete monument found marking an angle point, thence;
18. S 05 degrees 00 minutes 08 seconds W, 427.61 feet to an angle point, thence;

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19. S 73 degrees 55 minutes 52 seconds E, 250.60 feet to an angle point, thence;
20. S 47 degrees 06 minutes 22 seconds E, 82.13 feet to a point near an iron pin found marking a point in the northwesterly right-of-way line of the aforesaid Independence Way Jug Handle, being Lot 12.02 in Block 99, lands N/F NJ Dept. of Transportation, thence;
21. Along said right-of-way line of the Independence Way Jug Handle, being Lot 12.02 in Block 99, the following six (6) courses: along a curve bearing to the right in a southwesterly direction, having a radius of 285.00 feet, an arc length of 123.91 feet, said curve having a delta angle of 24 degrees 54 minutes 39 seconds, and a chord bearing of S 75 degrees 50 minutes 45 seconds W, a distance of 122.94 feet to a point marked by a VNHA capped iron pin found marking a point of tangency, thence;
22. S 88 degrees 18 minutes 05 seconds W, 334.76 feet to a point marked by an iron pin found marking a point of curvature, thence;
23. Along a curve bearing to the left in a southwesterly direction, having a radius of 191.00 feet, an arc length of 151.14 feet, said curve having a delta angle of 45 degrees 20 minutes 14 seconds, and a chord bearing of S 65 degrees 37 minutes 58 seconds W, a distance of 147.22 feet to a point of tangency, thence;
24. S 42 degrees 57 minutes 51 seconds W, 20.23 feet to a point of curvature, thence;
25. Along a curve bearing to the left in a southeasterly direction, having a radius of 101.00 feet, an arc length of 158.65 feet, said curve having a delta angle of 90 degrees 00 minutes 00 seconds, and a chord bearing of S 02 degrees 02 minutes 09 seconds E, a distance of 142.84 feet to a point near an iron pin found marking a point of tangency, thence;
26. S 47 degrees 02 minutes 09 seconds E, 268.00 feet to the **POINT and PLACE of BEGINNING**.

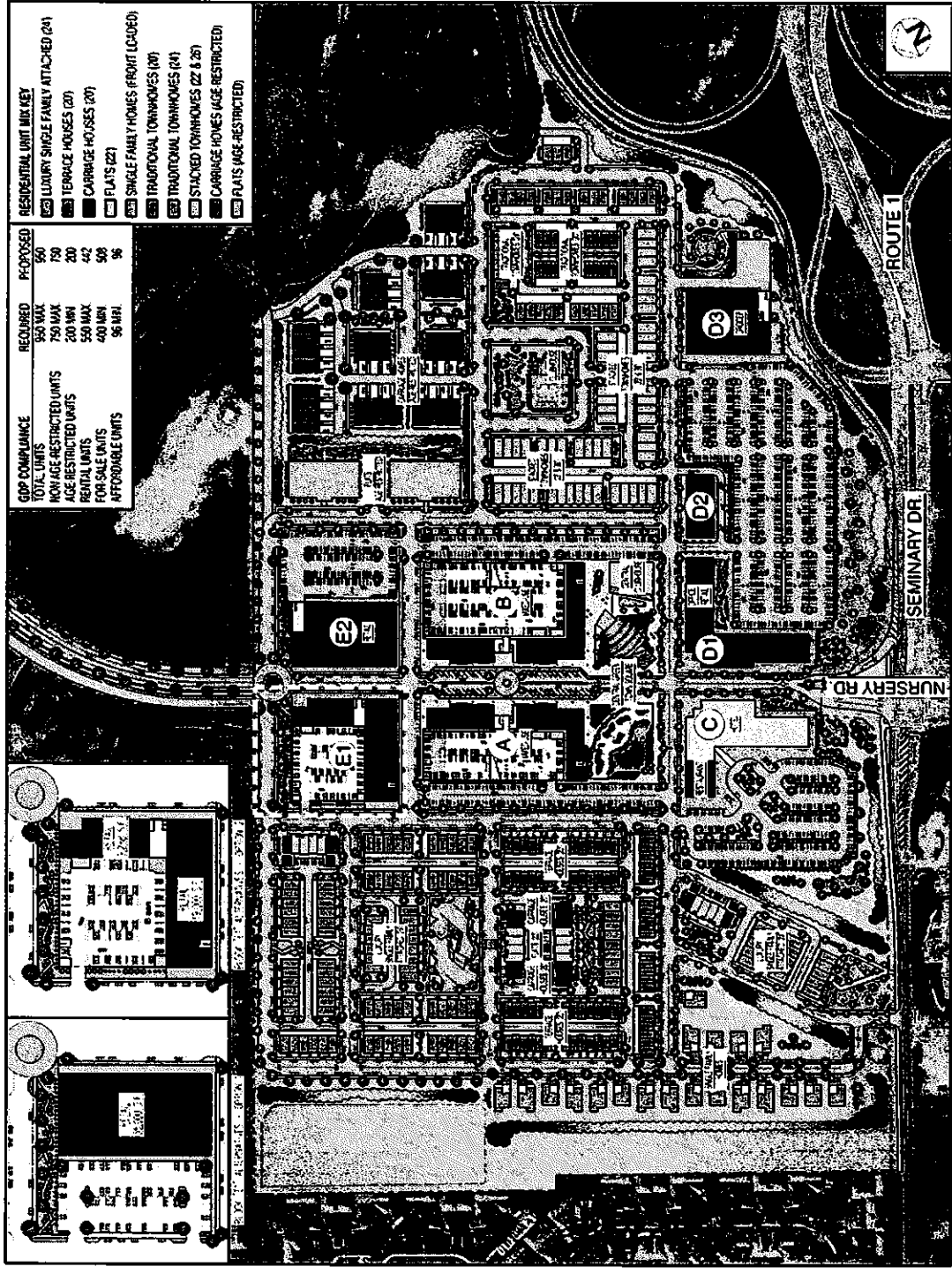
FOR INFORMATION PURPOSES ONLY: BEING known as 4405 US Route 1, South Brunswick, NJ 08536, Tax Lot 14.04 QFARM, Tax Block 99 on the Official Tax Map of South Brunswick, NJ.

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**Exhibit B**  
**Concept Plan**



GDP COMPLIANCE		REQUIREMENTS	
TOTAL UNITS	950	MAX	950
AGE RESTRICTED UNITS	750	MAX	750
RENTAL UNITS	200	MIN	200
FOR SALE UNITS	500	MAX	500
AFFORDABLE UNITS	96	MIN	96

RESIDENTIAL UNIT MIX KEY	
[Symbol]	LUXURY SINGLE FAMILY ATTACHED (24)
[Symbol]	TERRACE HOUSES (20)
[Symbol]	CARRIAGE HOUSES (20)
[Symbol]	FLATS (22)
[Symbol]	SINGLE FAMILY HOMES (FRONT LOADED)
[Symbol]	TRADITIONAL TOWNHOUSES (20)
[Symbol]	STACKED TOWNHOUSES (22 & 26)
[Symbol]	CARRIAGE HOMES (AGE RESTRICTED)
[Symbol]	FLATS (AGE RESTRICTED)

PROJECT DATA	
PROPERTY AREA	4,723,744 S.F. 108.465 AC
BLOCK 112 LOTS 5 & 6	BLOCK 116 LOT 1

RESIDENTIAL	
MULTI-FAMILY	
BLOCKS 'A' & 'B' (MARKET RATE)	301 UNITS
BLOCKS 'A' & 'B' (AFFORDABLE)	44 UNITS
BLOCKS 'E' (AGE RESTRICTED)	97 UNITS
TOTAL	442 UNITS
WEST SIDE	
LUXURY SINGLE FAMILY ATTACHED (24)	108 UNITS
TERRACE HOUSES (20)	74 UNITS
CARRIAGE HOUSES (20)	14 UNITS
FLATS (22) (AFFORDABLE)	32 UNITS
SINGLE FAMILY HOMES (FRONT LOADED)	20 UNITS
TOTAL	248 UNITS
EAST SIDE	
TRADITIONAL TOWNHOUSES (20)	18 UNITS
STACKED TOWNHOUSES (26)	33 UNITS
STACKED TOWNHOUSES (22)	52 UNITS
STACKED TOWNHOUSES (22) (AFFORDABLE)	34 UNITS
FLATS (AGE RESTRICTED)	20 UNITS
CARRIAGE HOMES (AGE RESTRICTED)	72 UNITS
TOTAL	260 UNITS
TOTAL RESIDENTIAL UNITS	950 UNITS
TOTAL UNITS BY MARKET TYPE	
TOTAL MARKET RATE UNITS	664 UNITS
TOTAL AFFORDABLE UNITS	96 UNITS
TOTAL AGE RESTRICTED UNITS	200 UNITS

NON-RESIDENTIAL	
TOTAL RETAIL OPTIONS	
'E' OPTION 1	228,018 S.F.
'E' OPTION 1 WITH ADDITIONAL RETAIL	246,148 S.F.
'E' OPTION 2	221,306 S.F.
'E' OPTION 2 WITH ADDITIONAL RETAIL	239,436 S.F.
OFFICE - (BUILDING 'D1')	73,008 S.F.
HOTEL - (BUILDING 'C') (125 BEDS)	75,000 S.F.

PROPOSED MIXED-USE AT

# PRINCETON NURSERIES

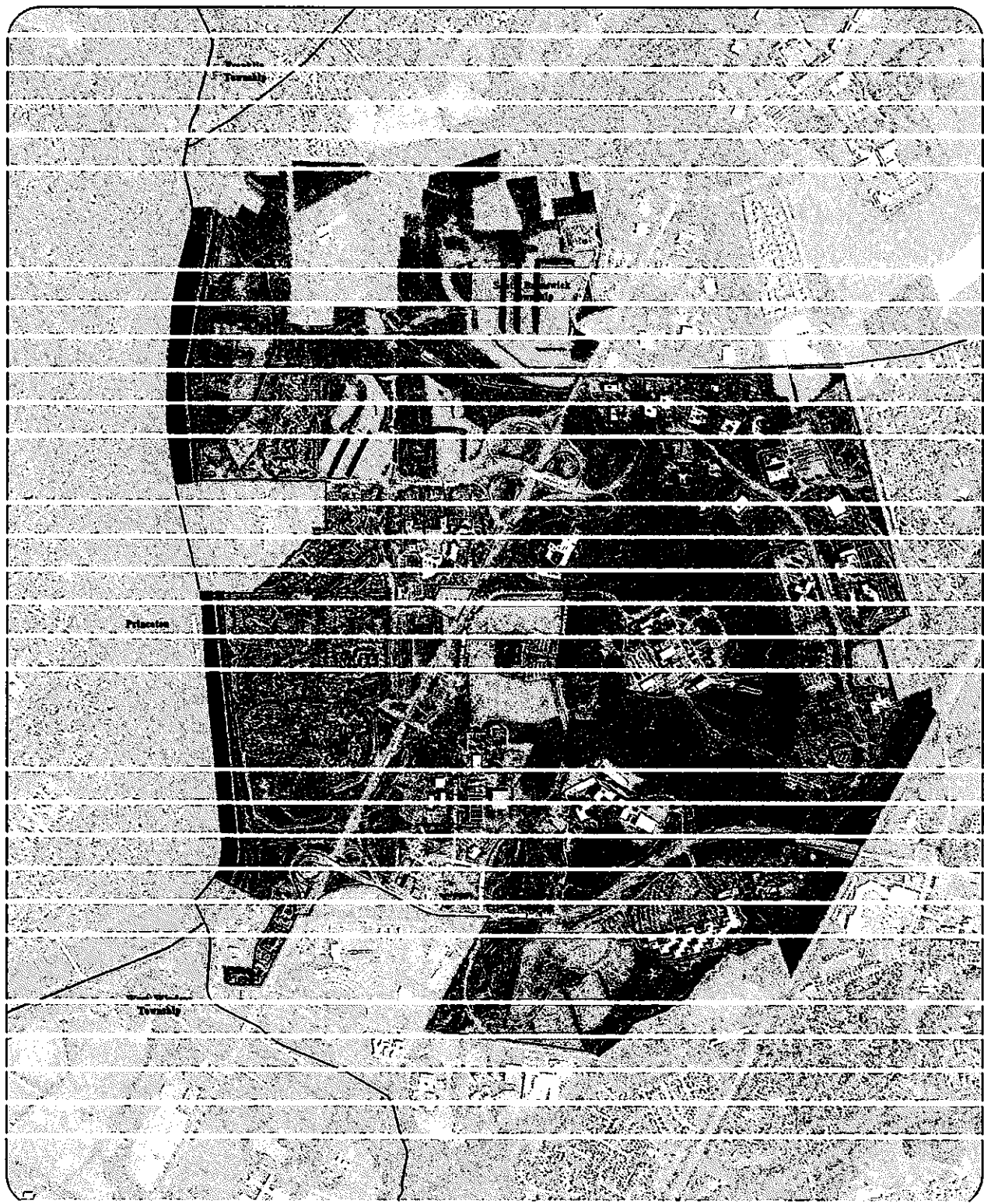
TOWNSHIPS OF PLAINSBORO & SOUTH BRUNSWICK, MIDDLESEX COUNTY, NEW JERSEY


GROUND FLOOR  
SITE PLAN  
**A1.3**  
Date: 10/27/23



**Exhibit C**

**Princeton Forrestal Center Depiction**



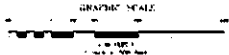


**Princeton  
Forrestal  
Center**

**PROJECT MANAGER:** PRINCETON FORRESTAL CENTER  
**ATTORNEY:** PRINCETON FORRESTAL CENTER  
**PLANNING:** PRINCETON FORRESTAL CENTER  
**ENGINEERING:** PRINCETON FORRESTAL CENTER  
**DATE:** JULY 11, 2016

**FORRESTAL CAMPUS  
GENERAL DEVELOPMENT PLAN**

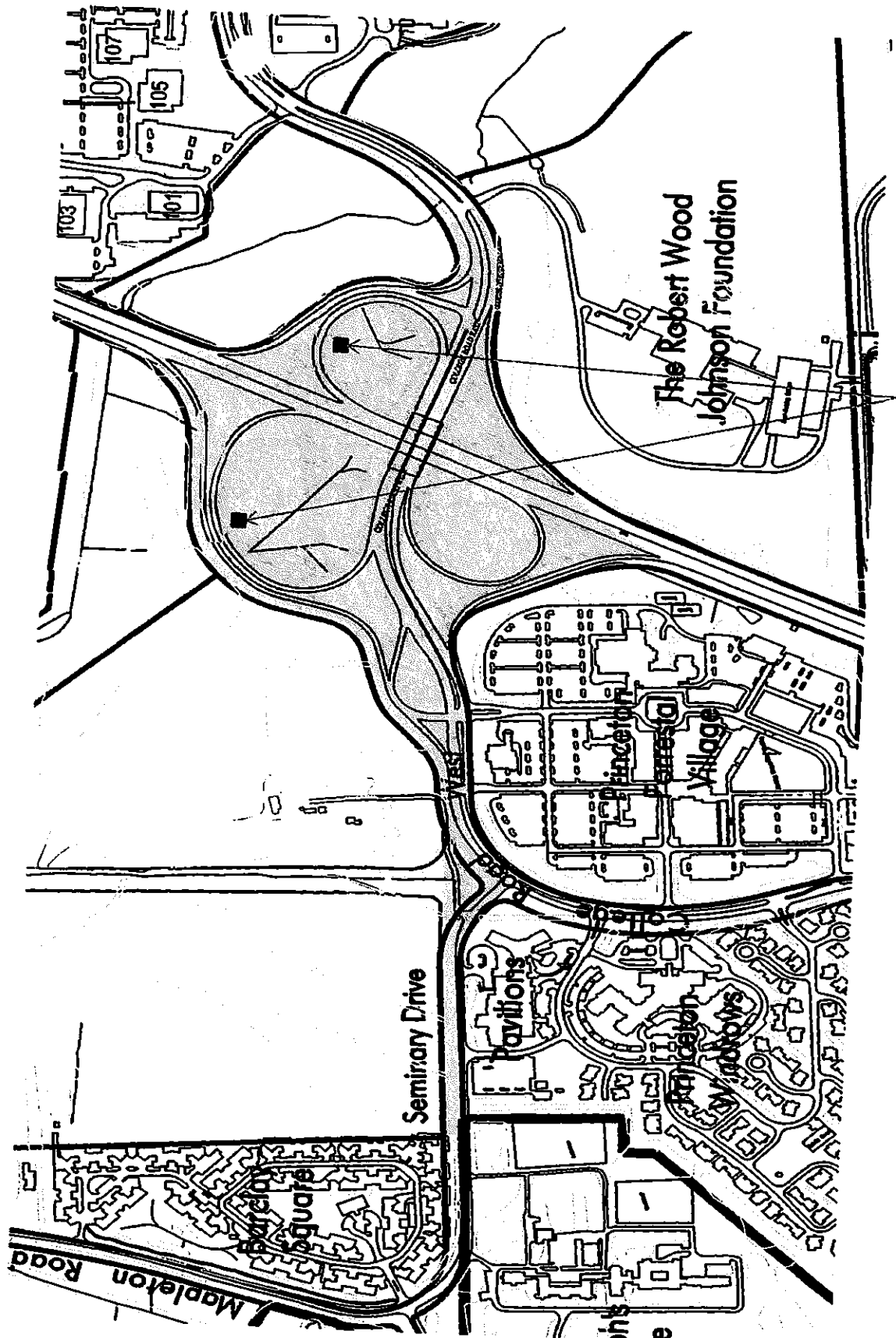
**PMUD Zone District and  
Princeton Forrestal Center Plan**



**Exhibit D**

**College Road Overpass Common Area**

LIMITS OF OVERPASS MAINTENANCE AREA



North-west and North-east clover leaf drainage basins.