

This Instrument Prepared By:  
RETURN TO  Alan H. Perzley, Esq.  
of Greenbaum Rosenthal  
Box 5600  
Wd&R, NJ 07095

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made this 8<sup>TH</sup> day of OCTOBER, 1987 by PRINCETON FORRESTAL ASSOCIATES, a New Jersey Partnership, having an office at Princeton Forrestal Center, 105 College Road East, Princeton, New Jersey 08540 (herein called the "Grantor") to APPLETON-PRINCETON ASSOCIATES, A LIMITED PARTNERSHIP, a New Hampshire Limited Partnership, having an office at 436 South River Road, Bedford, New Hampshire 03102 (herein called the "Grantee").

W I T N E S S E T H   T H A T:

WHEREAS, Grantor is the owner of certain land (herein called the "Grantor's Land") situate in South Brunswick Township, Middlesex County, New Jersey, more particularly described in the Deed recorded in the Clerk's Office of Middlesex County, New Jersey, in Deed Book 3576, Page 874 &c., and known and designated as Lots 10.021 and 10.05 in Block 99 of the Tax Map of South Brunswick Township; and

WHEREAS, Grantee is the contract purchaser of certain land (herein called the "Grantee's Land"), situate in South Brunswick Township, which adjoins the Grantor's Land on the East and is more particularly described in Exhibit "A", and is known and designated as Lot 11.10 in Block 99 of the Tax Map of South Brunswick Township; and

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WHEREAS, Grantee is desirous of obtaining an easement over the Grantor's Land for the purposes of installing, operating and using an underground 8 inch sanitary sewer line and necessary manholes or such other line as may be required by any governmental entity having jurisdiction thereof, (herein collectively called the "Sanitary Sewer Facilities") to connect with sanitary sewer lines of South Brunswick Township and Stony Brook Regional Sewer Authority, and Grantor as willing to grant such easement upon the terms and conditions herein set forth; and

NOW, THEREFORE, in consideration of One Dollar and other valuable consideration paid by Grantee to Grantor, the receipt whereof is hereby acknowledged, and of the mutual covenants herein contained, Grantor and Grantee do mutually covenant, promise and agree as follows:

1. Grantor hereby grants unto Grantee the perpetual right, liberty, privilege and easement, at the sole cost and expense of Grantee: (a) to use that portion of the Grantor's Land which is shown on the plan (herein called the "Plan") prepared by Van Note-Harvey Associates dated April 13, 1987 Rev. 6/1/87, a copy of which is attached hereto as Exhibit "B", and consists of the twenty (20) feet wide strip of land (herein called the "Easement Area") which is more particularly described in Exhibit "C", for the purpose of constructing, installing, operating, using, repairing, replacing, maintaining and inspecting the Sanitary Sewer Facilities beneath the surface of

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the ground, and the manholes which comprises part of the Sanitary Sewer Facilities on the surface of the ground, as shall be necessary to connect up the sanitary sewer line to be installed in the Grantee's Land with the sanitary sewer lines of South Brunswick Township and Stony Brook Regional Sewer Authority, and (b) to discharge into and through the Sanitary Sewer Facilities sanitary sewerage from the Grantee's Land, and the Improvements now or hereafter erected thereon.

2. Grantee shall have the following additional rights with respect to the rights granted in Section 1 hereof:

(a) to enter upon and use during the initial installation of the Sanitary Sewer Facilities the strip of land (herein called the "Additional Easement Area"), located within the Grantor's Land, which is twenty (20) feet in width and is contiguous to and located on the side of the Easement Area, for the purpose of installing the Sanitary Sewer Facilities; and

(b) to cut, remove and keep clear, all trees, undergrowth and other natural obstructions growing or located in and upon the Easement Area which may impair, endanger or interfere with the rights herein granted; provided, however, Grantee shall pay Grantor for any loss, damage or injury to any trees, shrubbery and nursery stock located in and upon the Easement Area and Additional Easement Area arising out of the exercise by Grantee of the rights herein granted.

3. Grantee covenants and agrees with Grantor that Grantee:

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(a) shall permit Grantor, at Grantor's sole cost and expense but without any charge therefor by Grantee, to connect with, at locations determined by Grantor, and use the Sanitary Sewer Facilities provided South Brunswick Township and any other governmental body having jurisdiction thereover shall have approved such connection and use and all such approvals shall be at Grantor's sole cost and expense as well and provided further that Grantee at all times reserves to itself the right to average daily flows of forty thousand gallons per day and that Grantor at all times reserves to itself the right to average daily flows of one hundred thousand gallons per day;

(b) shall reimburse Grantor and any tenant of Grantor for any loss or damage to any property which Grantor or any tenant of Grantor may suffer or sustain as a result of the exercise by Grantee of the rights herein granted, including, but not limited to, any loss, damage or injury to any trees, shubbery and nursery stock in and upon Grantor's Land.

(c) shall protect, defend, indemnify and save harmless Grantor from and against any and all claims, actions and suits which may be asserted or instituted against Grantor, and from and against all damages, costs and expenses sustained or incurred by Grantor, which arise out of the exercise by Grantee of any right herein granted;

(d) shall restore the grade of the Easement Area and Additional Easement Area to the grade thereof immediately prior to the exercise of the rights herein granted, and shall maintain such grade, if necessary, by reason of settlement

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unless the same shall have been changed by Grantor pursuant to the provisions of Section 4(c) hereof;

(e) shall restore the surface, including any paved surface, of the Easement Area and Additional Easement Area to substantially the same condition in which they were immediately prior to the exercise of the rights herein granted, subject, however to the provisions of Section 2 hereof;

(f) shall construct the Sanitary Sewer Facilities in a good and workmanlike manner, and in accordance with all requirements of governmental authorities having jurisdiction, all at the sole cost and expense of Grantee;

(g) shall give notice to Grantor at least twenty (20) days prior to the commencement of the initial installation of the Sanitary Sewer Facilities, so that, and for additional reasons, trees, shrubbery and nursery stock may be removed, but without any obligation to remove the same, and without relieving Grantee from any liability for loss, damage or injury thereto for which Grantee is responsible as provided in Section 2(b) and 3(b) hereof; and

(h) prior to the initial installation of the Sanitary Sewer Facilities, or the commencement of any work thereafter with respect thereto, shall obtain all necessary governmental permits and approvals, and shall obtain comprehensive liability insurance, in which Grantor shall be named as an

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additional insured, in an amount not less than \$ 2,000,000 covering liability for personal injury and property damage, and deliver evidence of such insurance to Grantor.

4. Grantor shall have the following rights with respect to the Easement Area and Sanitary Sewer Facilities:

(a) to relocate the location of the Easement Area within the Grantor's Land so that the same will not be within the site upon which Grantor intends to erect a structure, provided, that Grantor shall, at its sole cost and expense, obtain all governmental and/or utility authority approvals necessary to permit such relocation, and provided further that Grantor shall give Grantee advanced written notice of such relocation and shall take all steps necessary to mitigate any interruption in service provided by such Sanitary Sewer Facilities and, such relocation shall be completely without liability to Grantee. If the location of the Easement Area shall be relocated as aforesaid, then Grantor and Grantee shall enter into a supplement to this Grant, in recordable form, specifying the new location of the Easement Area;

(b) from time to time, to use the surface and subsurface of the Easement Area in any manner whatsoever, including, without limitation, the right to lay out and pave roads, driveways, parking areas, and to install utility facilities therein; provided, however, that Grantor shall not have the right to build any structure within the Easement Area, and

provided further that the aforesaid use by Grantor shall not unreasonably interfere with the rights herein granted to Grantee, or be in contravention of any applicable law or regulation of any governmental body, and the Grantor shall have obtained all necessary approvals from any governmental authority or utility authority having jurisdiction over the Sanitary Sewer Facilities in order to permit Grantor to exercise the rights granted in this subparagraph 4(b), the rights so granted shall be exercised by the Grantor utilizing reasonable care to insure that no damage shall be sustained by the Sanitary Sewer Facilities and provided that if any damage shall be so sustained by the Sanitary Sewer Facilities, then Grantor shall restore or repair same at Grantor's sole cost and expense;

(c) from time to time and following Grantor's having obtained all necessary approvals from any governmental or utility authority having jurisdiction thereof, to alter and change the grade of the Easement Area unless after such change less than five (5) feet or more than thirty (30) feet of soil shall remain over the top of the sanitary sewer line installed therein; provided, however, if any such change of grade shall necessitate the increase or decrease in the height of any portion of the Sanitary Sewer Facilities installed at or near the surface of the Easement Area, then Grantor shall not proceed with such change of grade without first obtaining the consent of Grantee, which consent shall not be unreasonably withheld

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and, provided further, that the cost of any alterations referred to herein as well as the cost of obtaining all governmental or utility authority approvals necessary to undertake any grading work, shall be born solely by the Grantor. In addition, in the event that any change of grade in the height of any portion of the Sanitary Sewer Facilities shall result in an increase in the cost to Grantee to maintain and repair said facilities, Grantor shall agree in writing to pay the proportionate increase caused by such alteration and Grantor's failure to so agree shall permit Grantee to withhold consent without Grantor having any right to challenge the reasonableness of such withholding by Grantee; and

(d) the right to connect with and use the Sanitary Sewer Facilities as provided in (and subject to the limitations of) Section 3(a) hereof, provided that Grantor shall have obtained all necessary governmental and/or utility authority approvals necessary to connect with and use the said Sanitary Sewer Facilities, all at the sole cost and expense of the Grantor.

5. This Grant shall bind and inure to the benefit of Grantor and Grantee, their respective successors and assigns. Grantee also shall have the right to dedicate the Sanitary Sewer Facilities to South Brunswick Township, or other governmental body, and to assign to South Brunswick Township, or other governmental body, all or any part of Grantee's rights

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hereunder. In the event Grantee shall not have acquired title to the Grantee's Land within eighteen months (18) from the date hereof, then this Grant shall lapse and become null and void.

6. All notices which are required or are permitted to be given hereunder shall be in writing and shall be sent by certified mail, return receipt requested, as follows, or to such other person and at such other address as shall be designated by notice given to the other party:

If to Grantor: Princeton Forrestal Associates  
Princeton Forrestal Center  
105 College Road East  
Princeton, New Jersey 08540  
Attention: Robert J. Wolfe

with a copy con-  
currently sent to: Laramie-Dawson Corp.  
250 Park Avenue  
New York, NY 10022  
Attention: David H. Feinberg

If to Grantee: Appleton-Princeton Associates  
c/o Berkshire Builders, Inc.  
P.O. Box 4190  
Manchester, New Hampshire 03108  
Attention: Joseph J. Simone

with a copy con-  
currently sent to: Greenbaum, Rowe, Smith, Ravind,  
Davis & Bergstein  
Metro Corporate Campus I  
P.O. Box 5600  
Woodbridge, NJ 07095  
Attention: Douglas K. Wolfson, Esq.

7. All Exhibits attached hereto constitute part of this Grant of Easement and are incorporated herein and made a part hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused

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this Grant of Easement to be executed the day and year first  
above written.

PRINCETON FORRESTAL ASSOCIATES  
By: FORRESTAL CENTER CORPORATION,  
Partner

By: T. Dennis Miller President

— and

By: NURSERY OFFICE L.P.,  
Partner

By: —NURSERY OFFICE CORP.,  
General Partner of Nursery  
Office, L.P.

By: J. W. S. Vice President

APPLETON-PRINCETON ASSOCIATES, A  
LIMITED PARTNERSHIP, A New  
Hampshire Limited Partnership

By: PLANNING AND DESIGN ASSOCIATES, INC.,  
General Partner of Appleton-Princeton  
Associates

By: Joseph J. Simone  
Joseph J. Simone, Vice President

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STATE OF NEW JERSEY:

COUNTY OF *Middlesex*

:ss

I certify that on August 31, 1987, T. Dennis Sullivan personally came before me, a Notary Public of the State of New Jersey, and this person acknowledged under oath, to my satisfaction, that: (a) this person, signed, sealed and delivered the attached document as President of FORRESTAL CENTER CORPORATION, Partner of PRINCETON FORRESTAL ASSOCIATES; (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 Directors.

*Diane Vernickas*  
\_\_\_\_\_  
Notary Public

My Commission Expires:

12-12-90

DIANE VERNICKAS  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Dec. 12, 1990

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STATE OF *New Jersey*:  
COUNTY OF *Middlesex*:

I certify that on August 31, 1987, John Allegre  
personally came before me, a Notary Public of the State of New  
Jersey, and this person acknowledged under oath, to my satis-  
faction, that: (a) this person, signed, sealed and delivered  
the attached document as *Vice President* of NURSERY OFFICE CORP.,  
General Partner of Nursery Office L.P., Partner of PRINCETON  
FORRESTAL ASSOCIATES; (b) the proper corporate seal was  
affixed; and (c) this document was signed and made by the cor-  
poration as its voluntary act and deed by virtue of authority  
from its Board of Directors.

Diane Vernickas  
Notary Public

My Commission Expires:

12-12-90

DIANE VERNICKAS  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Dec. 12, 1990

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STATE OF NEW HAMPSHIRE :  
:ss  
COUNTY OF HILLSBOROUGH :

I certify that on Oct 8, 1987, Joseph J. Simone,  
personally came before me, a Notary Public of the State of New  
Jersey, and this person acknowledged under oath, to my  
satisfaction, that: (a) this person, signed, sealed and deli-  
vered the attached document as President of Planning and Design  
Associates, Inc., Corporate General  
Partner of Appleton-Princeton Associates, (b) the proper cor-  
porate 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 Directors.

Joseph J. Zielenzski  
Notary Public  
Joseph J. Zielenzski

My Commission Expires:

Jan. 22, 1992

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EXHIBIT A

BEGINNING at a capped iron pin set in the northwesterly right-of-way line of U.S. Route No. 1, fifty (50) feet as measured at right angles from the centerline thereof, said point bearing along said line in a southwesterly direction, nine hundred three and seventy-six hundredths (903.76) feet from a point formed by the intersection of said northwesterly right-of-way line with the centerline of Ridge Road, said beginning point also being the most southerly corner of lands of Sutman Princeton Associates and from said beginning point running thence;

- (1) Along said northwesterly right-of-way line of U.S. Route No. 1, South forty-two degrees, forty-five minutes, fifty-five seconds West (S 42° 45' 55" W) four hundred eighty-nine and fifty hundredths (489.50) feet to a capped iron pin set marking a corner to lands of John R. Weigel, thence;
- (2) Along the northerly line of the last mentioned lands and along the northerly line of lands of William Flemer's Sons, Inc., North sixty-five degrees, eleven minutes, forty-eight seconds West (N 65° 11' 48" W) five hundred twenty-eight and fifteen hundredths (528.15) feet to a point, thence;
- (3) Continuing along lands of said Flemer's, North twenty-six degrees, three minutes, fifty-five seconds East (N 26° 03' 55" E) four hundred eighty-two and forty-six hundredths (482.46) feet to a point and corner to lands of Imre and Stella Andrassy, thence;
- (4) Along the southerly line of the last mentioned lands, South sixty-three degrees, fifty-four minutes, nine seconds East (S 63° 54' 09" E) passing over a concrete monument at a distance of zero and fifty-nine hundredths (0.59) feet, also passing over a monument at a distance of two hundred forty-two and twenty-nine hundredths (242.29) feet, a total distance of two hundred forty-two and forty-six hundredths (242.46) feet to a point and corner to lands of the aforementioned Sutman Princeton Associates, thence;
- (5) Along the southerly line of the last mentioned lands, South sixty-three degrees, forty-one minutes, fifteen seconds East (S 63° 41' 15" E) four hundred twenty-six and twenty-three hundredths (426.23) feet to the point and place of BEGINNING.

Containing 6.5304 Acres.

The above described premises also being known as Lot 11.10, in Block 99, on Sheet 34, of the South Brunswick Twp. Tax Map.

According to a survey and description by Nassau Surveying Company, Land Surveyors, Research Park, 359 Wall Street, Princeton, NJ, 08540.

Donald E. Allen  
NASSAU SURVEYING COMPANY  
DONALD E. ALLEN  
NJ LS #17423

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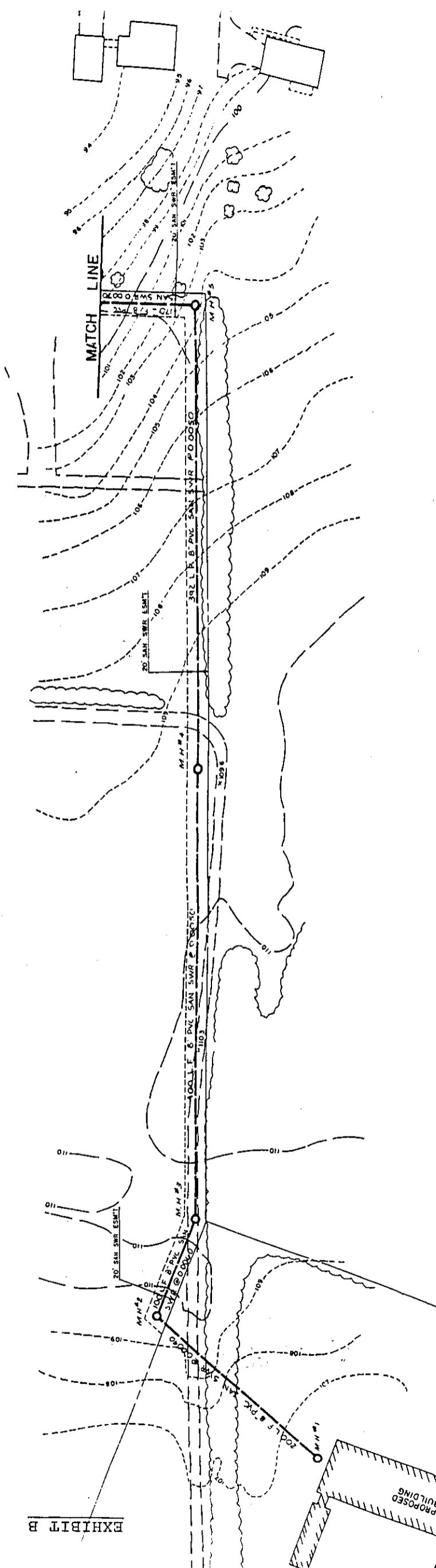


EXHIBIT C

Description of the centerline of a proposed twenty (20) feet wide sanitary sewer easement more particularly described as follows:

BEGINNING at a point in the southerly right-of-way line of Ridge Road, said point bearing along said line, North eighty-two degrees, twenty-nine minutes, thirty-nine seconds West (N 82° 29' 39" W) ten and one hundredth (10.01) feet from the northwest-erly corner of lands of John F. Selah, Et Ux, and from said begin-ning point running thence;

- (1) Through lands of Trustees Of Princeton University, Forrestal Land Partnership the following five (5) courses; South four degrees, forty-eight minutes, twenty-one seconds West (S 04° 48' 21" W) three hundred twenty-six and ninety-seven hundredths (326.97) feet to a point, thence;
- (2) South eighty-two degrees, twenty-nine minutes, thirty-nine seconds East (S 82° 29' 39" E) one hundred seventy-four and no hundredths (174.00) feet to a point, thence;
- (3) South four degrees, forty-seven minutes, fifty-seven seconds West (S 04° 47' 57" W) seven hundred ninety and ninety-one hundredths (790.91) feet to a point, thence;
- (4) South twenty-six degrees, three minutes, fifty-five seconds West (S 26° 03' 55" W) one hundred and no hundredths (100.00) feet to a point, thence;
- (5) South forty-two degrees, fifty minutes, thirty seconds East (S 42° 50' 30" E) ten and seventy-two hundredths (10.72) feet to a point in the northwesterly line of lands of Sarstedt, Inc., said last mentioned point bearing along said northwest-erly line, South twenty-six degrees, three minutes, fifty-five seconds West (S 26° 03' 55" W) one hundred five and seventy-three hundredths (105.73) feet from the most northerly corner of lands of said Sarstedt, Inc.

The sidelines of the above described easement being parallel to and distant, ten (10) feet as measured at right angles to the above described centerline.

According to a description by Nassau Surveying Company, Land Surveyors, Research Park, 359 Wall Street, Princeton, NJ, 08540.

DONALD E. ALLEN  
NASSAU SURVEYING COMPANY

DONALD E. ALLEN  
NJ LS #17423

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EXHIBIT C

(Continued)

Description of the centerline of a proposed twenty (20) feet wide sanitary sewer easement more particularly described as follows:

BEGINNING at a point in the northerly right-of-way line of Ridge Road, said point bearing along said line, North seventy-three degrees, ten minutes West (N 73° 10' W) thirty-one and thirty-one hundredths (31.31) feet from the southwesterly corner of lands now or formerly Deborah Parker and from said beginning point running thence;

(1) Through lands of Richard M. Mosley, Et Ux, North thirteen degrees, nine minutes, thirty seconds East (N 13° 09' 30" E) five hundred ninety-four and sixty hundredths (594.60) feet to a point in the southerly line of lands of Robert Episano, said point bearing along said line, North eighty-six degrees, fifty-seven minutes West (N 86° 57' W) thirty-one and seventy-four hundredths (31.74) feet from the northwesterly corner of lands of the aforementioned now or formerly Deborah Parker.

The sidelines of the above described easement being parallel to and distant, ten (10) feet as measured at right angles from the above described centerline.

According to a description by Nassau Surveying Company, Land Surveyors, Research Park, 359 Wall Street, Princeton, NJ, 08540.

Donald E. Allen  
NASSAU SURVEYING COMPANY  
DONALD E. ALLEN  
NJ LS #17423

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RECORDED MIDDLESEX CTY

07 SEC -2 PM 3:27

032481

*Renee M. Francesco*  
MIDDLESEX COUNTY CLERK

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