

MIDDLESEX COUNTY CLERK

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PRINCETON UNIVERSITY TRUSTEES
OF

Index DEED BOOK
Book 05063 Page 0821
No. Pages 0022
Instrument DEED W/O ABSTRA
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Time : 11:30:51
Control # 200207020445
INST# DE 2002 011330
Employee ID DALALB

RECORDING	\$	125.00
OVERCHARGE	\$.00
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Total:	\$	125.00

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

ELAINE FLYNN
COUNTY CLERK



200207020445

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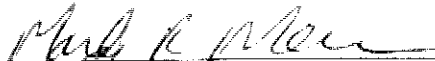
Retain this page for future reference

Not part of the original submitted document

B05063P-821

This document was prepared by,
and when recorded, please return to:

Simpson Thacher & Bartlett
425 Lexington Avenue
New York, New York 10017


Mardi R. Merjian, Esq.

R/R TO
ACRES LAND TITLE AGENCY INC.

P.O. Box 769
286 Essex St.
Millburn, NJ 07041

Case No. 249002

02 JUL -2 PM 1:48

PAGE # _____
PAGE # _____
OF PAGES _____

GRANT OF EASEMENT

THIS GRANT OF EASEMENT made this 24th day of June, 2002, by THE TRUSTEES OF PRINCETON UNIVERSITY, having an office at One Nassau Hall, Princeton, New Jersey 08544 (herein called the "Grantor") to BARCLAY SQUARE AT PRINCETON FORRESTAL, L.L.C., a New Jersey limited liability company, having an office at c/o Pizzo & Pizzo, Inc., 1065 Route 22 West, Bridgewater, New Jersey 08807 ("Grantee").

WITNESSETH THAT:

WHEREAS, Grantor is the owner of certain land (herein called the "Grantor's Land") situate in Plainsboro Township and South Brunswick Township, Middlesex County, New Jersey, more particularly described in Exhibit A-1 attached hereto and made a part hereof; and

WHEREAS, Grantee is the owner of certain premises (herein called "Grantee's Land") situate in Plainsboro Township, Middlesex County, New Jersey which adjoin the Grantor's Land, more particularly described in Exhibit A-2 attached hereto and made a part hereof; and

WHEREAS, Grantee is desirous of obtaining an easement over the Grantor's Land for the purposes of constructing, installing, operating and using an underground 8 inch sanitary sewer line, necessary manholes, pump station, and other appurtenances (herein called the "Sanitary Sewer Facilities") to connect with the sanitary sewer lines of South Brunswick, New Jersey, and discharging sanitary sewerage through the Sanitary Sewer Facilities, and Grantor is willing to grant such easement upon the terms and conditions herein set forth.

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 gives and grants unto Grantee the free, perpetual and uninterrupted right, liberty, privilege and easement: (a) to use that portion of the Grantor's Land which is described in Exhibit B attached hereto and made a part hereof which consists of a strip of land (herein called the "Easement Area") for the purpose of constructing, installing, altering, relocating, removing, operating, using, repairing, replacing, maintaining and inspecting the Sanitary Sewer Facilities beneath the surface of the ground, and the manholes, pump station, and other appurtenances which comprise part of the Sanitary Sewer Facilities on the surface of the ground, all as shall be necessary to connect up sanitary sewer lines to be installed in the premises now owned or hereafter acquired by Grantee with the sanitary sewer lines of South Brunswick, New Jersey, and (b) to discharge into and through the Sanitary Sewer Facilities in the Easement Area, sanitary sewerage from 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, clear off and use during the initial installation of the Sanitary Sewer Facilities, a strip of land (herein called the "Additional Easement Area"), located within the Grantor's Land which is twenty (20) feet in width, which is shown on Exhibit B attached hereto, for the purpose of installing the Sanitary Sewer Facilities, including, without implied limitation, the parking of vehicles and storage of equipment and materials provided that such right shall terminate upon completion of the initial installation of the Sanitary Sewer Facilities and in any event, no later than the date upon which the Sanitary Sewer Facilities are approved and accepted by the South Brunswick Township Committee or, in the event that the Sanitary Sewer Facilities are not accepted by the South Brunswick Township Committee, 30 days following the date upon which the Sanitary Sewer Facilities become operational; 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.

3. Grantee covenants and agrees with Grantor that Grantee:

(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 that 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, provided, further, that Grantee at all times reserves to itself the right to average daily flows of fifty-one thousand (51,000) gallons per day and the Grantor at all times reserves to itself the right to average daily flows of nine hundred (900) 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 or as a result of the failure by Grantee to observe and perform its obligations hereunder, including, but not limited to, any loss, damage or injury to any trees, shrubbery and nursery stock in and upon Grantor's Land;

(c) shall protect, defend, indemnify and save harmless Grantor and any tenant of Grantor from and against any and all claims, actions and suits which may be asserted or instituted against Grantor or any such tenant, and from and against all damages, costs and expenses (including, without limitation, attorney's fees and disbursements) sustained or incurred by Grantor or any such tenant, which arise out of the exercise by Grantee of any right herein granted or out of the failure by Grantee to observe and perform its obligations hereunder;

(d) shall restore the grade of the Easement Area and the 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 unless the same shall have been changed by Grantor pursuant to the provisions of Section 4 (c) hereof, all at the sole cost and expense of Grantee;

(e) shall restore the surface, including any paved surface, of the Easement Area

and the 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, all at the sole cost and expense of Grantee;

(f) shall construct and install the Sanitary Sewer Facilities in the portion of the Easement Area in which the Sanitary Sewer Facilities are shown on Exhibit B attached hereto at the depth below the surface area shown on said Exhibit B in a good and workmanlike manner with sufficient capacity to handle average daily flows of at least fifty-one thousand nine-hundred (51,900) gallons of sanitary sewage per day, 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 Sections 2 (b) and 3 (b) hereof;

(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 and utility authority permits and approvals, shall deliver copies of the same to Grantor and shall obtain from an insurance company acceptable to Grantor comprehensive liability insurance with contractual liability on an occurrence basis in which Grantor shall be named as an additional insured, in an amount not less than \$2,000,000 per occurrence covering liability for personal injury and property damage occurring on, in or about the Easement Area and the Additional Easement Area and deliver evidence of such insurance to Grantor. Grantee shall maintain such insurance at all times in amounts acceptable to Grantor unless and until this Grant of Easement is terminated. All policies of insurance required to be maintained hereunder shall provide that the insurer shall not cancel or terminate such policy unless the insurer has given thirty days prior written notice of such cancellation to Grantor. At least thirty days prior

to the termination date of any policy of insurance required to be maintained hereunder. Grantee shall deliver evidence of the renewal of such policy to Grantor;

(i) at all times and in accordance with all requirements of law shall maintain the Sanitary Sewer Facilities in good working order and shall promptly effectuate all repairs necessary to so maintain such Facilities, all at the sole cost and expense of Grantee;

(j) shall remove and release of record (whether by bonding or other means) within thirty (30) days of its recording or filing, any lien or other encumbrance recorded or filed against the Grantor's Land or any portion thereof as a result of work performed or materials furnished in connection with the construction, installation, maintenance or repair of the Sanitary Sewer Facilities or as a result of the exercise by Grantee of any right herein granted, all at the sole cost and expense of Grantee;

(k) shall complete construction and installation of the Sanitary Sewer Facilities and the restoration of the grade and surface of the Easement Area and the Additional Easement Area in accordance with the provisions hereof within ten (10) months after the date hereof (the "Completion Date");

(l) shall exercise all its rights herein granted in such a manner as to minimize interference with Grantor's use and enjoyment of the Grantor's Land; and

(m) prior to the initial installation of the Sanitary Sewer Facilities or the commencement of any work with respect thereto, shall deliver to Grantor either (i) labor and material payment bonds and performance bonds, each with a dual obligee rider guaranteeing performance of each contractor engaged to install and construct the Sanitary Sewer Facilities and to restore the grade and surface of the Easement Area and the Additional Easement Area, issued by a surety or sureties acceptable to Grantor and in amounts acceptable to Grantor naming Grantor and Grantee as obligees, or (ii) a clean irrevocable letter of credit in the face amount of \$200,000 or such greater amount as may be reasonably estimated by Grantor to be necessary to cover the cost of installing and constructing the Sanitary Sewer Facilities, restoring the grade and surface of the Easement Area and the Additional Easement Area and performing all of Grantee's obligations hereunder with respect thereto, issued to Grantor, as beneficiary, by a lending

institution reasonably satisfactory to Grantor, which letter of credit shall be in form and substance to Grantor, shall not expire until twelve (12) months after the Completion Date and shall provide for payment in immediately available funds on the date of presentation of Grantor's draft at sight accompanied by its statement that Grantee has failed to perform its obligations hereunder with respect to the construction and installation of the Sanitary Sewer Facilities and/or the restoration of the grade and surface of the Easement Area and the Additional Easement Area. Any amounts drawn on such letter of credit shall be applied by Grantor to amounts owing to Grantor hereunder, the payment of the costs and expenses of performing Grantee's obligations hereunder and the payment of costs and expenses of curing and remedying the effects of Grantee's failure to observe or perform its obligations hereunder.

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

(a) at the sole cost and expense of Grantor, 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 any improvements; if the location of the Easement Area shall be relocated as aforesaid, then Grantor and Grantee shall enter in to a supplement to this Grant, in recordable form, specifying the new location of the Easement Area. In no event shall any such relocation cause any material interruption of the rights herein granted to Grantee;

(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, as the same is finally established, 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 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, 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 written consent of Grantee, which consent shall not be unreasonably withheld.

(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 Grantor;

(e) from time to time, to use and change the surface and subsurface of the Additional Easement Area in any manner whatsoever, including without limitation, the right to lay out and pave roads, driveways and parking areas, the right to install utility facilities therein, the right to build any structure within the Additional Easement Area and the right to alter and change the grade of the Additional Easement Area; and

(f) from time to time to grant other easements and rights of way along and within the Easement Area and the additional Easement Area, provided that the use of such easements and rights of way do not unreasonably interfere with the rights herein granted to Grantee..

5. Nothing contained herein shall be deemed to grant to Grantee the right to install or construct any structure, utility lines or facilities above ground level. Nothing contained herein shall be deemed to grant or convey to any other party any right of ingress or egress onto the Easement Area or the additional Easement Area, nor shall Grantee have the right to grant such rights of ingress and egress to any other party (except employees, agents and contractors of Grantee engaged in performing work or other activities directly related to enjoyment by Grantee

of the rights herein granted to Grantee.

6. In the event that Grantee shall fail to observe or perform any of its obligations hereunder, then, in addition to any other rights and remedies that it may have, Grantor may do any or all of the following: (a) by notice to Grantee declare this Grant of Easement terminated, whereupon this Grant of Easement shall terminate and be of no further force or effect; and (b) without notice to Grantee, take any action necessary or desirable to perform such obligation and/or to cure and remedy the effects of Grantee's failure to observe or perform such obligation (including, without limitation, obtaining and maintaining the insurance policies required hereunder and repairing the Sanitary Sewer Facilities). Grantee shall reimburse Grantor upon demand for all costs and expenses (including, without limitation, attorney's fees and disbursements) incurred in connection with the exercise of Grantor's rights and remedies hereunder.

7. Grantor reserves unto itself and others to whom easements shall be granted the right to use the Easement Area for all purposes not inconsistent with this Agreement.

8. This Grant shall bind and inure to the benefit of Grantor and Grantee, their respective successors and assigns. At Grantee's option, Grantor and Grantee shall dedicate the Sanitary Sewer Facilities to South Brunswick Township, or other governmental body, and assign to South Brunswick Township, or other governmental body, all or any part of Grantee's rights hereunder. If Grantee shall so dedicate and assign as aforesaid, then Grantee shall be relieved and released of and from all liability and obligation accruing from and after such dedication and assignment.

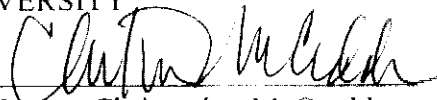
9. In the event that any party other than the Grantee shall be granted an easement to use (or similar right to use), or shall use, the Sanitary Sewer Facilities by Grantor, such party shall be deemed an additional Grantee hereunder and shall share in all of the benefits and obligations granted to and imposed upon Grantee hereunder, and shall share in the cost of the alteration, relocation, removal, operation, use, repair, replacement, maintenance and inspection of the Sanitary Sewer Facilities as necessary, in an amount equal to a fraction, the denominator of which shall be the total gross square footage (excluding garages, basements, attics and similar uninhabitable areas) of all buildings then using the Sanitary Sewer Facilities, and the numerator

of which shall be the total gross square footage (excluding garages, basements, attics and similar uninhabitable areas) of such buildings which are owned by such party, and which are using the Sanitary Sewer Facilities, unless such cost shall be solely attributable to such party, in which case such party shall be solely responsible for, and shall pay, such costs.

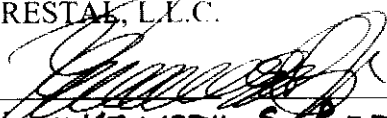
10. In the future, as office development occurs on Block 4, Lot 3.05, Grantor shall use reasonable efforts to cause the access to the pump station to be moved from the present location. The intention is to have the permanent access be from either a road or parking lot within the office development.

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

THE TRUSTEES OF PRINCETON
UNIVERSITY

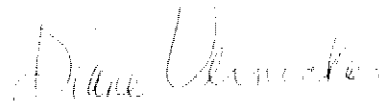
By: 
Name: Christopher McCrudden
Title: Treasurer

BARCLAY SQUARE AT PRINCETON
FORRESTAL, L.L.C.

By: 
Name: KENNETH S. PIZZO, SR.
Title: MANAGER MEMBER

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

BE IT REMEMBERED that on this 24 day of June, 2002, before me, the subscriber, personally appeared Christopher McCrudden, who, being by me duly sworn on his oath, did dispose and make proof to my satisfaction that he is the Treasurer of THE TRUSTEES OF PRINCETON UNIVERSITY, the corporation named in and which made the foregoing instrument, and that he signed, sealed and delivered the foregoing Instrument as the act and deed of said corporation, duly authorized by resolution of its Board of Trustees for the uses and purposes state therein.



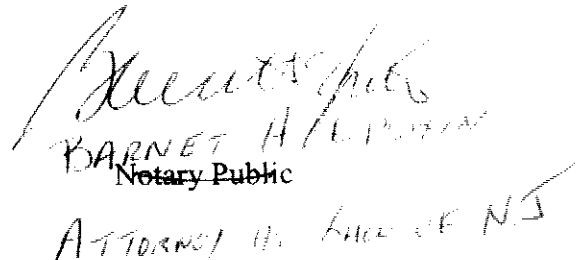
Notary Public

(Notarial Seal)

DIANE VERNICKAS
Notary Public of New Jersey
My Commission Expires Dec. 12, 2005

STATE OF New Jersey)
) ss.:
COUNTY OF Essex)

BE IT REMEMBERED that on this 24th day of June, 2002, before me, the subscriber, personally appeared KENNETH S. PIZZO, SR., who, being by me duly sworn on his oath, did dispose and make proof to my satisfaction that he is MANAGER MEMBER of BARCLAY SQUARE AT PRINCETON FORRESTAL, L.L.C., the company named in and which made the foregoing instrument, and that he signed, sealed and delivered the foregoing instrument as the act and deed of said company, duly authorized by consent of its members for the uses and purposes state therein.



BARNETT H. LIPMAN
Notary Public
ATTORNEY AT LAW OF N.J.

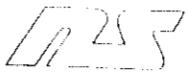
(Notarial Seal)

EXHIBIT A-1

Grantor's Land

**THIS APPEARS ON YOUR
DOCUMENT SO THAT IT WILL BE
RECOGNIZED BY OUR SCANNER...
THANK YOU**

Phone: (609) 243-0428
Fax: (609) 987-0005


NASSAU SURVEYING
Division of Van Note Harvey Associates, P.C.
Land Surveyors
777 Alexander Road
P.O. Box 3227
Princeton, New Jersey 08543-3227

<http://www.vannoteharvey.com>
E-mail: vnha@aol.com

Order No. 04-11-32050-15
Plainsboro Township Tax Map
Sheet 2
Block 4
Proposed Lot 3 05

DESCRIPTION OF PROPOSED LOT 3 05
IN BLOCK 4 AS SHOWN ON SHEET 2 OF
THE PLAINSBORO TOWNSHIP TAX
MAP, SITUATE, LYING AND BEING IN
THE TOWNSHIP OF PLAINSBORO,
COUNTY OF MIDDLESEX, STATE OF
NEW JERSEY

January 17, 2001
Revised March 2, 2001
Revised May 3, 2002

BEGINNING at a **POINT** in the northerly right-of-way line of Seminary Road, 16.5 feet as measured at right-angles from the centerline thereof, said point being S 74 degrees 49 minutes 45 seconds E, 412.52 feet, along said right-of-way line, from the easterly terminus of a 426.37 foot radius connecting the said northerly right-of-way line of Seminary Road with the new northeasterly right-of-way line of Seminary Road, and from said **BEGINNING POINT** running, thence;

- (1) Along Proposed Lot 3.04 in Block 4, the following three (3) courses: N 15 degrees 14 minutes 55 seconds E, 860.00 feet to a point, thence;
- (2) N 74 degrees 45 minutes 05 seconds W, 38.15 feet to a point, thence;
- (3) N 15 degrees 14 minutes 55 seconds E, 760.96 feet to a point in the southerly line of Lot 3.021 in Block 99, said point also being in the municipal boundary line between South Brunswick Township, to the north, and Plainsboro Township, to the south, thence;
- (4) Along said lands, S 74 degrees 01 minutes 15 seconds E, 1,240.92 feet to a point corner to Lot 4.03 in Block 4, said point having NJSH values of N 557018.105, E 2014920.593, thence;
- (5) Along said lands, the following three (3) courses: S 14 degrees 43 minutes 45 seconds W, 358.02 feet to a point, thence;
- (6) N 73 degrees 44 minutes 45 seconds W, 526.02 feet to a point, thence;
- (7) S 17 degrees 00 minutes 15 seconds W, 1,256.08 feet to a point in the aforesaid northerly right-of-way line of Seminary Road, said point having NJSH values of N 555617.911, E 2013957.238, thence;
- (8) Along said right-of-way line, the following two (2) courses: N 74 degrees 45 minutes 05 seconds W, 2.08 feet to a point, thence;
- (9) N 74 degrees 49 minutes 45 seconds W, 639.41 feet to the **POINT** and **PLACE** of **BEGINNING**.

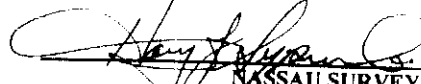
Containing 1,290,508 square feet or 29.626 acres of land more or less.

The above described premises being subject to or together with any easements as shown on the hereinafter referenced plan.

The above described premises being subject to or together with any other easements and/or declarations of record.

The above described premises as being shown on a certain map entitled "Preliminary/Final Subdivision Plan of Property of Trustees of Princeton University," situate in Plainsboro Township, Middlesex County, N.J., Scale: 1" = 100', prepared by Nassau Surveying, a Division of Van Note-Harvey Associates, P.C., dated June 15, 2000, and duly filed in the Middlesex County Clerk's Office on May 30, 2001 as Map No. 6123, File No. 985.

According to a description by Nassau Surveying, a Division of Van Note-Harvey Associates, P.C., Land Surveyors, 777 Alexander Road, Princeton, New Jersey, 08540



NASSAU SURVEYING
DIVISION OF VAN NOTE-HARVEY ASSOCIATES, P.C.
HARRY J. SYPNIEWSKI
NEW JERSEY LAND SURVEYOR #20808

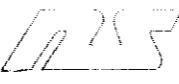
B05063P-835

EXHIBIT A-2

Grantee's Land

**THIS APPEARS ON YOUR
DOCUMENT SO THAT IT WILL BE
RECOGNIZED BY OUR SCANNER...
THANK YOU**

Phone: (609) 243-0428
Fax: (609) 987-0005


NASSAU SURVEYING
Division of Van Note Harvey Associates, P.C.
Land Surveyors
177 Alexander Road
P.O. Box 3227
Princeton, New Jersey 08543-3227

<http://www.vannoteharvey.com>
E-mail: vannote@aol.com

Order No. 04-11-32050-15
Plainsboro Township Tax Map
Sheet 2
Block 4
Proposed Lot 3.04

DESCRIPTION OF PROPOSED LOT 3.04
IN BLOCK 4 AS SHOWN ON SHEET 2 OF
THE PLAINSBORO TOWNSHIP TAX
MAP, SITUATE, LYING AND BEING IN
THE TOWNSHIP OF PLAINSBORO,
COUNTY OF MIDDLESEX, STATE OF
NEW JERSEY

January 17, 2001
Revised March 2, 2001
Revised May 3, 2002

BEGINNING at a **POINT** in the existing northerly right-of-way line of Seminary Road, 16.5 feet as measured at right-angles from the centerline thereof, said point being the easterly terminus of a 426.37 foot radius connecting the said existing northerly right-of-way line of Seminary Road with the new northeasterly right-of-way line of Seminary Road, and from said **BEGINNING POINT** running, thence;

- (1) Along the aforesaid new northeasterly right-of-way line of Seminary Road, the following two (2) courses: Along a curve bearing to the right in a northwesterly direction, having a radius of 426.37 feet, an arc length of 325.73 feet, a delta angle of 43 degrees 46 minutes 18 seconds, to a point of compound curvature, thence;
- (2) Along a curve bearing to the right in a northwesterly direction, having a radius of 367.00 feet, an arc length of 104.05 feet, a delta angle of 16 degrees 14 minutes 38 seconds, to a point, said point being the southwesterly terminus of a transition line connecting the aforesaid new northeasterly right-of-way line of Seminary Road with a new easterly right-of-way line of Mapleton Road, variable width, thence;
- (3) Along the aforesaid transition line, N 35 degrees 16 minutes 59 seconds E, 40.41 feet to a point in the aforesaid new easterly right-of-way line of Mapleton Road, thence;
- (4) Along Mapleton Road, the following seven (7) courses: Along a curve bearing to the right in a northerly direction, having a radius of 337.00 feet, an arc length of 44.03 feet, a delta angle of 07 degrees 29 minutes 10 seconds, to a point, thence;
- (5) N 48 degrees 43 minutes 32 seconds W, 40.34 feet to a point, thence;
- (6) Along a curve bearing to the right in a northerly direction, having a radius of 367.00 feet, an arc length of 210.21 feet, a delta angle of 32 degrees 49 minutes 05 seconds, to a point, thence;
- (7) N 34 degrees 17 minutes 44 seconds E, 66.74 feet to a point of curvature, thence;
- (8) Along a curve bearing to the left in a northeasterly direction, having a radius of 625.48 feet, an arc length of 61.33 feet, a delta angle of 05 degrees 37 minutes 04 seconds, to a point, thence;
- (9) N 34 degrees 17 minutes 45 seconds E, 578.61 feet to a point of curvature, thence;
- (10) Along a curve bearing to the left in a northerly direction, having a radius of 3,634.75 feet, an arc length of 473.69 feet, a delta angle of 07 degrees 28 minutes 01 second, to a point in the southerly line of Lot 3.021 in Block 99, said point also being in the municipal boundary line between South Brunswick Township, to the north, and Plainsboro Township, to the south, thence;

- (11) Along the southerly line of said lands, S 74 degrees 01 minute 15 seconds E, 404.45 feet to a point corner to Proposed Lot 3.05 in Block 4, thence,
- (12) Along said lands, the following three (3) courses: S 15 degrees 14 minutes 55 seconds W, 760.96 feet to a point, thence,
- (13) S 74 degrees 45 minutes 05 seconds E, 38.15 feet to a point, thence,
- (14) S 15 degrees 14 minutes 55 seconds W, 860.00 feet to a point in the aforesaid northerly right-of-way line of Seminary Road, said point having NJSH values of N 555785.792, E 2013338.101, thence,
- (15) Along said right-of-way line, N 74 degrees 49 minutes 45 seconds W, 412.52 feet to the **POINT and PLACE of BEGINNING**

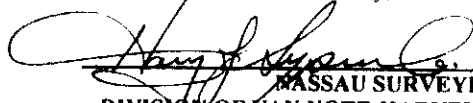
Containing 1,029,921 square feet or 23.644 acres of land more or less

The above described premises being subject to or together with any easements as shown on the hereinafter referenced plan.

The above described premises being subject to or together with any other easements and/or declarations of record

The above described premises as being shown on a certain map entitled "Preliminary/Final Subdivision Plan of Property of Trustees of Princeton University," situate in Plainsboro Township, Middlesex County, N.J., Scale: 1" = 100', prepared by Nassau Surveying, a Division of Van Note-Harvey Associates, P.C., dated June 15, 2000, and duly filed in the Middlesex County Clerk's Office on May 30, 2001 as Map No. 6123, File No. 985

According to a description by Nassau Surveying, a Division of Van Note-Harvey Associates, P.C., Land Surveyors, 777 Alexander Road, Princeton, New Jersey, 08540.


NASSAU SURVEYING
DIVISION OF VAN NOTE-HARVEY ASSOCIATES, P.C.
HARRY J. SYPNIEWSKI
NEW JERSEY LAND SURVEYOR #20808

B05063P-838

EXHIBITS B

Easement Area and Additional Easement Area

**THIS APPEARS ON YOUR
DOCUMENT SO THAT IT WILL BE
RECOGNIZED BY OUR SCANNER...
THANK YOU**



LYNCH, GIULIANO & ASSOCIATES, INC.

CONSULTING ENGINEERS • LAND AND HYDROGRAPHIC SURVEYORS
MARINE CONSULTING • ENVIRONMENTAL STUDIES • LAND PLANNERS
LANDSCAPE ARCHITECTS

John L. Wuestneck
Michael J. Giuliano
David G. Eareckson

0662-21

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Steven J. Lopes
John W. McCord Sr.
Thomas Pianetti
Andrew W. Raichle
Michael S. Sinnema
R. Niels Sperling

December 14, 2001

**DESCRIPTION OF SANITARY SEWER EASEMENT
LOTS 3.05 AND 4.03 BLOCK 4
SITUATED IN
PLAINSBORO TOWNSHIP, MIDDLESEX COUNTY, NEW JERSEY**

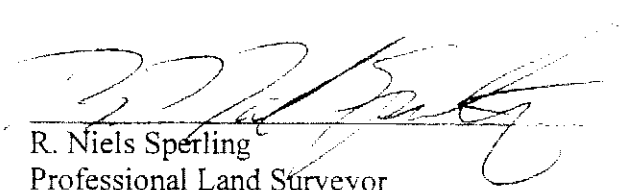
BEGINNING t a point on the municipal boundary line between South Brunswick and Plainsboro Township. Said point being the following course from a point of intersection of said municipal boundary line with the easterly line of Mapleton Road.

- a.) North 73 degrees 48 minutes 46 seconds West, 404.45 feet to a point; thence
- b.) South 15 degrees 27 minutes 24 seconds West, 35.00 feet to the point and place of BEGINNING; thence running
- 1.) South 73 degrees 48 minutes 46 seconds East, 50.65 feet to a point; thence
- 2.) North 16 degrees 11 minutes 14 seconds East, 35.00 feet to a point on the aforementioned municipal boundary line; thence
- 3.) South 73 degrees 48 minutes 46 seconds East, 2,139.74 feet along said municipal boundary line to a point; thence
- 4.) South 43 degrees 48 minutes 46 seconds East, 108.42 feet to a point; thence
- 5.) South 46 degrees 11 minutes 14 seconds West, 25.00 feet to a point; thence
- 6.) North 43 degrees 48 minutes 46 seconds West, 101.72 feet to a point; thence
- 7.) North 73 degrees 48 minutes 46 seconds West, 2,048.57 feet to a point; thence
- 8.) South 61 degrees 45 minutes 03 seconds West, 27.26 feet to a point; thence
- 9.) South 16 degrees 11 minutes 14 seconds West, 40.92 feet to a point; thence
- 10.) North 73 degrees 48 minutes 46 seconds West, 65.00 feet to a point; thence

048-JC90508

- 11.) North 16 degrees 11 minutes 14 seconds East, 15.00 feet to a point; thence
- 12.) North 73 degrees 48 minutes 46 seconds West, 50.20 feet to a point; thence
- 13.) North 15 degrees 27 minutes 24 seconds West, 35.00 feet to the point and place of BEGINNING.

Containing 61,887 s.f.



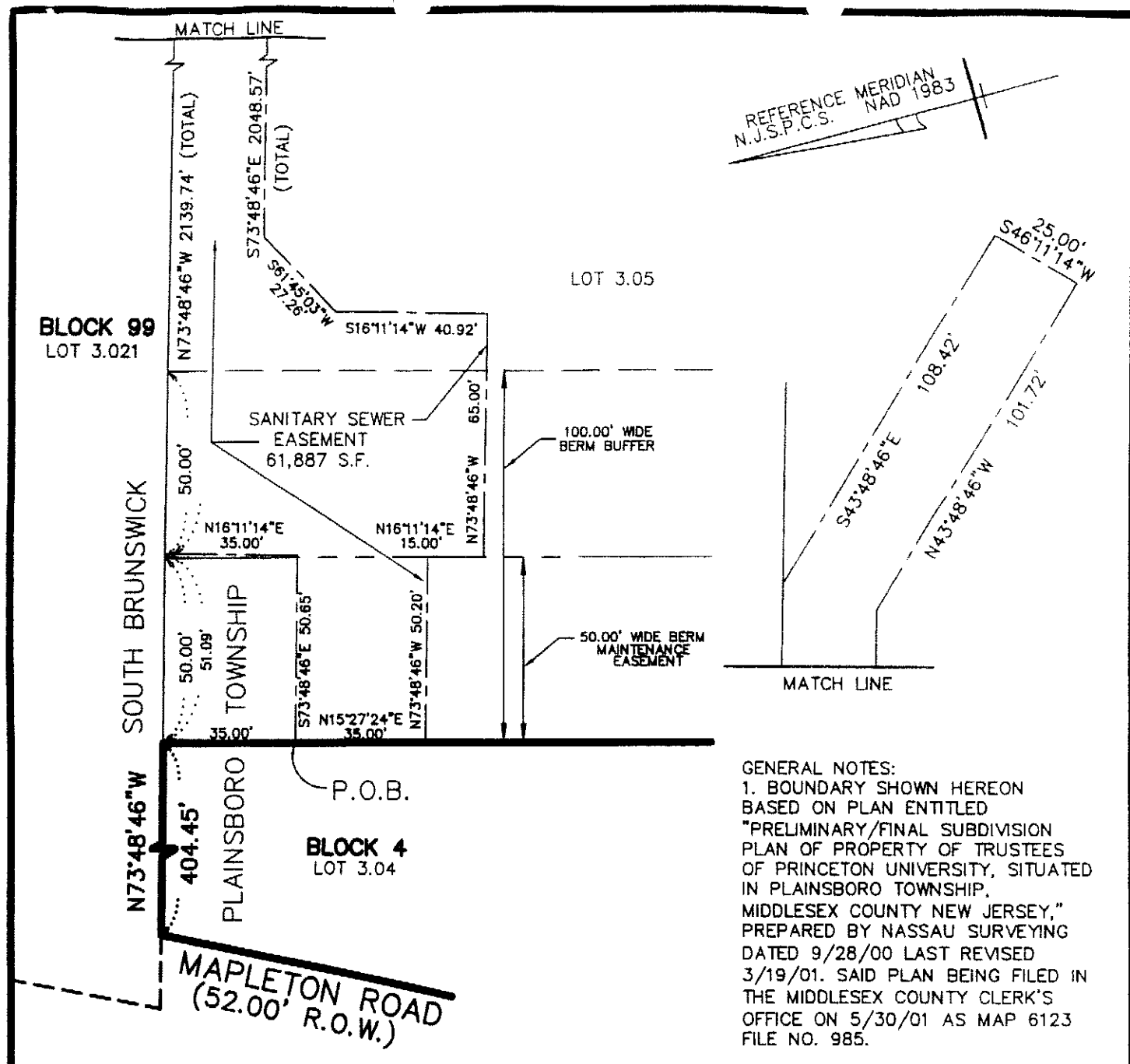
R. Niels Sperling
Professional Land Surveyor
New Jersey License #27503

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805063P-841

LYNCH, GIULIANO & ASSOCIATES, INC.

REPLY TO: ☐ 582 PLAZA TERRACE EAST • BRICK • NEW JERSEY • 08723 • TEL: (732) 477-3330 • FAX: (732) 477-4285
☐ 23 CHAPEL AVENUE • JERSEY CITY • NEW JERSEY • 07305 • TEL: (201) 915-5183 • FAX: (201) 333-7084
☐ 95A CONNECTICUT DRIVE • BURLINGTON • NEW JERSEY • 08016 • TEL: (609) 239-4378 • FAX: (609) 239-4567



PLAN OF SANITARY SEWER EASEMENT
LOTS 3.04 & 3.05 BLOCK 4

SITUATED IN
PLAINSBO RO TOWNSHIP, MIDDLESEX COUNTY, NEW JERSEY

PREPARED BY

LYNCH, GIULIANO & ASSOCIATES, INC.

LAND PLANNERS

LAND SURVEYORS

R. NIELS SPERLING, P.L.S., P.P.

PROFESSIONAL LAND SURVEYOR

N.J. Lic. No. 27503

Date 11/27/01

Michael J. Giuliano, Jr.
John L. Wuestneck
David G. Eareckson

PE No 23314
PE No 36698
PE No 42244

Terrace Professional Building
582 Plaza Terrace East
Brick, N.J. 08723
Tel: (732) 477-3330

Plot Plan	Fnd. Loc.	Final	Resurvey	Full Survey	File No. 0662-21	Date: 11/27/01
					Scale: 1" = 40'	

805063P-842