

MIDDLESEX COUNTY CLERK

Return To:

RICHARD SCHATZMAN ESQ
~~SCHATZMAN BAKER~~ *SCHATZMAN Baker*
731 ALEXANDER RD P O BOX 2329
PRINCETON NJ 08543

TRUSTEES OF PRINCETON UNIVERSI
TY

Index DEED BOOK
Book 06126 Page 0015
No. Pages 0018
Instrument DEED W/O ABSTRA
Date : 1/14/2010
Time : 9:52:36
Control # 201001140038
INST# DE 2010 000323

Employee ID BADAL

RECORDING	\$	105.00
DARM	\$	51.00
NJPRPA	\$	34.00
.....	\$.00
.....	\$.00
RECORDING	\$	3.00
	\$.00
	\$.00
	\$.00
Total:	\$	193.00

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

ELAINE FLYNN
COUNTY CLERK



201001140038



Cover sheet is part of Middlesex County filing record

Retain this page for future reference

Not part of the original submitted document

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HEREUNDER BY BOOK AND
PAGE NUMBER, USE THE
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ABOVE.

806126P0015

RECORDED
ELAINE M. FLYNN
MIDDLESEX CITY CLERK

2010 JAN 14 AM 9:49

Prepared by:

~~Richard Schatzman, Esquire~~

**ON-SITE FACILITIES MAINTENANCE AGREEMENT
AND ACCESS EASEMENT**

THIS INDENTURE, made this 24th day of July, 2009,

Amongst:

ILLEGIBLE ORIGINAL
Middlesex County Clerk

THE TRUSTEES OF PRINCETON UNIVERSITY,
a New Jersey not-for-profit corporation, having an office located at
One Nassau Hall, Princeton, New Jersey 08540

(hereinafter referred to as the "Grantor"),

And:

THE TOWNSHIP OF PLAINSBORO IN THE COUNTY OF MIDDLESEX,
a municipal corporation of the State of New Jersey, having offices at
641 Plainsboro Road, Plainsboro, New Jersey 08536

(hereinafter referred to as "Plainsboro");

And:

THE TOWNSHIP OF SOUTH BRUNSWICK IN THE COUNTY OF MIDDLESEX,
a municipal corporation of the State of New Jersey, having offices at
540 Ridge Road, P.O. Box 190, Monmouth Junction, New Jersey 08852-0190

(hereinafter referred to as "South Brunswick");

And:

THE COUNTY OF MIDDLESEX, a Body Politic and Corporate of the State of New Jersey,
c/o Planning Department, 42 Livingston Avenue, New Brunswick, New Jersey 08901

(hereinafter referred as "Middlesex")

(Plainsboro, South Brunswick and Middlesex hereinafter collectively referred to as "Grantees")

WITNESSETH:

WHEREAS, Grantor is the fee simple title owner of a certain tract of land lying and being in the Townships of South Brunswick and Plainsboro, County of Middlesex and State of New Jersey. The tract of land located in Plainsboro is known and designated as Lot 1, Block 106 on the current Plainsboro Township Tax and Assessment Map. The tract of land located in South Brunswick is known and designated as existing Lot 14, Block 99 and proposed Lot 14.02, Block 99.01 on the current South Brunswick Township Tax and Assessment Map. The entire site of which is part of, being known as the "Princeton Nurseries Site"; and

WHEREAS, Grantor, on August 18, 2008, received minor site plan approval from the Plainsboro Township Planning Board to construct a Stormwater Management Bio-Retention Basin

B06126P0016

which approval was memorialized by Resolution adopted by said Planning Board on September 15, 2008; and

WHEREAS, the Detention Basins is shown on a certain plan entitled: "Site Plan for Stormwater Management Facility (Basin 4) prepared for Princeton Forrestal Center, South Brunswick Twp and Plainsboro Township, Middlesex Co., NJ dated June 2, 2008 - Scale 1" = 50' with latest revisions of November 13, 2008" prepared by Van Note - Harvey Associates, PC, Consulting Engineers, Planners & Land Surveyors, 777 Alexander Road, Princeton, NJ 08540" (hereinafter referred to as the "Plans"); and

WHEREAS, the said detention basin also received approval from the South Brunswick Planning Board for the construction of same (File Number 03-54E) as evidenced by Preliminary and Final Major Subdivision Approval and for Preliminary and Final Site Plan Approval by a resolution adopted by said Board on March 26, 2008; and

WHEREAS, one of the conditions set forth in the resolution adopted by the aforesaid Plainsboro Township Planning Board is as follows:

"1. The applicant will provide a drainage conservation and access easement in favor of Plainsboro Township, South Brunswick Township and the County of Middlesex over the portion of the basin located in Plainsboro Township, for the maintenance of and access to same. The deed of easement and metes and bounds description shall be subject to the review and approval of the Township Attorney and Township Engineer."

NOW, THEREFORE, the Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) plus other valuable consideration and in satisfaction of the said condition, the receipt and sufficiency is hereby acknowledged, does grant and convey unto the said Grantees, their successors and assigns, forever, a non-public easement over lands known as said Lot 1, Block 106, on the Plainsboro Township Tax and Assessment Map; Lot 14, Block 99 (to be known in the future as Lot 14.02, Block 99.01) on the South Brunswick Township Tax and Assessment Map, as set forth on Schedules "A1", "A2" and "A3" attached hereto and made a part hereof as though more fully set forth hereinafter at length verbatim, with respect to the access and the detention basin number 4 and other stormwater management facilities.

The conditions of this agreement are as follows:

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1. Grantor is responsible for the continued operation, repair and maintenance of storm sewer collection systems, stormwater management facilities, maintenance of the stormwater management facilities including the said detention basin number 4 and the maintenance of the facilities being set forth in a manual prepared by said Van Note - Harvey Associates, submitted to Plainsboro and approved by said Plainsboro.

2. Each of the Grantees are given a continuous and perpetual right-of-way and easement through, over, upon, under, in and across the easements described on Schedules "A1", "A2" and "A3", for one or more pipes, swales, ditches, basins or other drainage or detention facilities and all necessary surface and subsurface appurtenances, the perpetual right, but not the obligation, to reconstruct, operate, maintain, inspect, protect and repair such detention facilities and all necessary surface and subsurface appurtenances within said easements, the perpetual right, but not the obligation, to do within said easements all that may be necessary for the re-construction, replacement, extension, improvement, betterment, maintenance, inspection, protection, operation and use of such drainage detention facilities and all necessary surface and subsurface appurtenances as a part of such drainage detention facilities within said easements including all reasonable incidental rights to protect and preserve installed lines and appurtenances such as the right to subjacent lateral support, the right to construct and maintain rip rap at stream crossings and other places where such protection may be required to protect installed lines and appurtenances from erosion, the right-of-way to protect the installed lines and appurtenances from stress or damage due to weight, shock, vibration or other similar phenomena, the right to construct and maintain requisite surface and subsurface appurtenances and to take any reasonable action that may be necessary to protect installed drainage detention facility lines from infiltration, the perpetual right to use said easements for the purposes aforesaid and remove all buildings, structures and obstructions of whatsoever kind or character now or hereafter found on or within said easements and also the perpetual right of free and unobstructed access thereof, use and possession thereof with all manner of men, machinery, supplies, materials and equipment for the accomplishment of any and all of the foregoing purposes and any other purpose required to accomplish the aforesaid purposes within said area being more particularly described on Schedules "A1", "A2" and "A3", attached hereto and made a part hereof and also to re-construct, replace, extend, improve, maintain, inspect, protect, operate, use, or make better, if necessary, all the storm sewer collection systems. These easements, facilities and appurtenances are shown the Plans.

3. Grantees, their agents, representatives, employees or any person or entity designated by it, shall also have the right, but not the duty or obligation, of entry and re-entry in and upon the premises described on "A1", "A2" and "A3" for the purposes of installing, construction and maintaining said storm sewer collection systems, stormwater management facilities as may be required by Plainsboro, South Brunswick and/or Middlesex, or any agency or authority thereof.

4. In the event that any of the Grantees installs or repairs any portion of the aforesaid facilities, such Grantee shall restore the surface area over the easement areas, to the extent practicable, to its original condition after entry in and upon said lands for the purposes herein permitted, however, no shrubs, trees or other plantings are required to be replaced by the Grantee.

5. It is expressly acknowledged hereby that the Grantee does not and will not in the future have any obligation to maintain any grass or other improvements in and about the easements. All maintenance shall be and shall remain the obligation of the Grantor or owner of the land upon which the improvements are located, it being specifically intended that this easement shall run with the land and be binding upon all successors and assigns of the Grantor herein.

6. Any of the Grantees - i.e. Plainsboro, South Brunswick and/or Middlesex shall have the right, but not the duty or obligation, to enter upon the easements with vehicles and equipment, at any time and without prior notice to the Grantor in case of emergency, in order to exercise its rights with respect to said easements, and in the case of a non-emergency, with notice as provided for hereinafter. Such Grantee or Grantees will replace and restore the grade of any property and any landscaping disturbed by such Grantee or Grantees in connection with the exercise of its rights pursuant hereto. Upon completion of any work by the said Grantee, Grantee shall remove, or shall cause to be removed, all materials, tools, equipment, building supplies and debris from the easements and surrounding areas.

7. Grantor hereby agrees to indemnify, defend, and hold each Grantee harmless from and against any loss, damage, lien, encumbrances, suit, claim or expense (including, without limitation, reasonable attorneys fees) caused by or arising from any damage or injury to property or persons arising from or in connection with any of the rights herein granted.

8. Grantor may convey, mortgage, lease or otherwise transfer title or interest in the lands subject to the easement; provided, however, that the covenants and conditions herein shall remain superior to such conveyance, mortgage, lease, or transfer, it being the intention of the parties that the

easements and the terms and conditions set forth herein shall become a part of the chain of title and shall run with the land.

9. These easements hereby granted and all provisions herein are subordinate to the right of Grantor, expressly reserved, to construct, maintain and repair on or within the easement area those improvements depicted on the Plans.

10. In the event that Grantor fails to properly maintain, inspect and/or repair any portion of the easements or improvements therein or if the stormwater management facilities become a danger to public safety or public health, or if the annual report is not received by February 1 of the following year as required by the said maintenance manual referred to in paragraph 1 hereinafter (and as required in Section 85-28.1(j) of the Plainsboro Code), or if the stormwater management facilities fail to comply with the stormwater management maintenance requirements of the South Brunswick Ordinance, the Grantee or any of them shall so notify the Grantor and/or the responsible person in writing, except in the case of emergency as provided hereinabove. Upon receipt of that notice, that recipient shall have fourteen (14) days to effect maintenance and repair of the facility or otherwise comply with the terms, covenants, and conditions set forth in such notice that is approved by the municipal/county engineer or his designee. The entity sending such notice may extend the time allowed for effecting maintenance and repair or otherwise effecting compliance with the terms and conditions of such notice for good cause. If the Grantor or responsible person fails to perform such maintenance and repair or otherwise comply with the terms and conditions of said notice, the Grantees or any of them may immediately proceed to do so and shall bill the cost thereof to the responsible person, and, if not paid, such amounts shall become a municipal lien upon the property after certification to the taxing authority.

11. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other, shall be in writing and either serviced personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: The Trustees of Princeton University
c/o David Knights
105 College Road East
Princeton, New Jersey 08540

To Grantees: The Township of Plainsboro
c/o Carol J. Torres, Clerk
641 Plainsboro Road
Plainsboro, New Jersey 08536

The Township of South Brunswick

806126P0020

c/o Barbara Nyitrai, Clerk
540 Ridge Road
P.O. Box 190
Monmouth Junction, New Jersey 08852-0190

The County of Middlesex
c/o Principal Planner
42 Livingston Avenue
New Brunswick, New Jersey 08901

12. Wherever in this Instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every designation. All terms, covenants and conditions herein contained shall be for, and inure to the benefit of, and shall bind the respective parties hereto and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively.

13. In all references herein to any party, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Instrument may require.

14. This Instrument shall in all respects be governed by and construed in accordance with the internal laws of the State of New Jersey without regard to its body of conflicts of law.

15. The provisions of this Instrument may not be amended, modified, or terminated without the express written consent of all the Grantees herein, and no such amendment, modification, or termination shall be effective for any purpose unless set forth in writing and signed by the appropriate municipal or county officials.

16. The parties understand that the detention basin number 4 for which the aforesaid site plan approval has been received, was approved for the maximum size required in order to provide adequate stormwater management for the maximum buildout of the land owned by Grantor and for which the detention basin acts as a stormwater management facility. Grantor states and each of the Grantees agree that if it turns out that the actual development of Grantor's lands as aforesaid is less than the maximum permitted, than it may result in a reduction in the size of this proposed detention basin, and accordingly, this easement may be amended in accordance therewith. The Grantees agree to same, subject to review and approval of the reduction by Grantees' respective engineers.

806126P0021

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

ATTEST:

Neil Acevedo
Neil Acevedo

THE TRUSTEES OF PRINCETON
UNIVERSITY, a not-for-profit corporation
of the State of New Jersey

Christopher McCrudden
By: Christopher J. McCrudden
Vice President and Senior Adviser
to the President of
The Trustees of Princeton University

ATTEST:

Carol J. Torres
Carol J. Torres, Clerk

THE TOWNSHIP OF PLAINSBORO IN
THE COUNTY OF MIDDLESEX, a
municipal corporation of the State of New
Jersey

Peter A. Cantu
By: Peter A. Cantu, Mayor

ATTEST:

Barbara Nyitrai
Barbara Nyitrai, Clerk

THE TOWNSHIP OF SOUTH
BRUNSWICK IN THE COUNTY OF
MIDDLESEX, a municipal corporation of
the State of New Jersey

Frank Gambatese
By: Frank Gambatese, Mayor

ATTEST:

MARGARET E. PEMBERTON
, Clerk
MARGARET E. PEMBERTON

THE COUNTY OF MIDDLESEX, in the
State of New Jersey

Stephen J. Dalton
By: Stephen J. Dalton, Director
Board of Freeholders


APPROVED AS TO FORM AND LEGALITY:

ERIC M. ARONOWITZ, ESQ.
FIRST DEPUTY COUNTY COUNSEL

806126P0022

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

I CERTIFY that on July 24, 2009 CHRISTOPHER J. McCRUDDEN, Vice President and Senior Adviser to the President of The Trustees of Princeton University a not-for-profit corporation of the State of New Jersey came before me in person and stated to my satisfaction, that he:

- (a) made the attached instrument;
- (b) was authorized to and did execute this instrument on behalf of The Trustees of Princeton University, a not-for-profit corporation of the State of New Jersey, the entity named in this instrument; and
- (c) signed this instrument as the act of the entity.

Diane Vernickas
Notary Public of New Jersey

DIANE VERNICKAS
Notary Public of New Jersey
My Commission Expires Dec. 12, 2010

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

BE IT REMEMBERED that on this 15th day of September, 2009, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared CAROL J. TORRES, who, by me being duly sworn on her oath, does depose and make proof to my satisfaction that:

- (a) She is the Township Clerk of the **TOWNSHIP OF PLAINSBORO, IN THE COUNTY OF MIDDLESEX**, a municipal corporation of the State of New Jersey, the party named in the foregoing indenture;
- (b) She well knows the corporate seal of said corporation;
- (c) The seal affixed to said instrument is the seal of said corporation;
- (d) Said seal was so affixed and the said instrument signed and delivered by **PETER A. CANTU**, who at the date thereof was the Mayor of said Township, in the presence of this deponent;

806126P0023

(e) Said Mayor at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed of said municipal corporation by virtue of authority from its governing body;

(f) The deponent, at the same time subscribed her name to said instrument as an attesting witness to the execution thereof.

Carol J. Torres
Carol J. Torres, Clerk

Sworn to and subscribed
before me this 15th day
of September , 2009

Kathleen Ploof Jr.

KATHLEEN KOKOSZKA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 27, 2014

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

BE IT REMEMBERED that on this 13th day of October, 2009, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared BARBARA NYITRAI, who by me being duly sworn on her oath, does depose and make proof to my satisfaction that:

(a) She is the Township Clerk of the **TOWNSHIP OF SOUTH BRUNSWICK, IN THE COUNTY OF MIDDLESEX**, a municipal corporation of the State of New Jersey, the party named in the foregoing indenture;

(b) She well knows the corporate seal of said corporation;

(c) The seal affixed to said instrument is the seal of said corporation;

(d) Said seal was so affixed and the said instrument signed and delivered by **FRANK GAMBATESE**, who at the date thereof was the Mayor of said Township, in the presence of this deponent:

(e) Said Mayor at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed of said municipal corporation by virtue of authority from its governing body;

(f) The deponent, at the same time subscribed her name to said instrument as an attesting witness to the execution thereof.

Barbara Nvitrai
Barbara Nvitrai, Clerk

Sworn to and subscribed
before me this 13th day
of October, 2009

or October, 2009
Donald J. Spars
Donald J. Spars
An Atty at Law in NJ

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

BE IT REMEMBERED that on this 3 day of December, 2009, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Margaret E. Pemberton, who, by me being duly sworn on his/her oath, does depose and make proof to my satisfaction that:

(a) He/She is the Clerk of the Board of the COUNTY OF MIDDLESEX, in the State of New Jersey, the party named in the foregoing indenture;

(b) He/She well knows the corporate seal of said corporation;

(c) The seal affixed to said instrument is the seal of said corporation;

(d) Said seal was so affixed and the said instrument signed and delivered by Stephen V. DaVina, who at the date thereof was the Chairman of the Board of Freeholders of said County, in the presence of this deponent;

(e) Said Chairman at the same time acknowledged that he/she signed, sealed and delivered the same as the voluntary act and deed of said corporation by virtue of authority from its governing body;

(f) The deponent, at the same time subscribed his/her name to said instrument as an attesting witness to the execution thereof.

Sworn to and subscribed
before me this 3 day
of December, 2009

Margaret Pemberton
, Clerk

MARGARET E. PEMBERTON

Barbara A. Cataneo

BARBARA A. CATANESE
Notary Public of New Jersey
My Commission Expires 7/5/10

Record, charge and return to:

Richard Schatzman, Esquire
SCHATZMAN BAKER
731 Alexander Street, Suite 201
P.O. Box 2329
Princeton, NJ 08543-2329

S:\amanda\office7\PRINCETON U\PlainsSBrunsDetBasn\DetentBasin4OnSiteFacilitiesMaintenanceAgreement&AccessEasement.wpd

APPROVED AS TO FORM AND LEGALITY:

ERIC M. ARONOWITZ, ESQ.
FIRST DEPUTY COUNTY COUNSEL

B06126P0025



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. 36076-460-21
South Brunswick Township Tax Map
Sheet 23
Block 99
Part of Lot 14

DESCRIPTION OF A TEMPORARY
ACCESS EASEMENT FOR BASIN 4 OVER
AND THROUGH PART OF LOT 14 IN
BLOCK 99 ON SHEET 23 OF THE SOUTH
BRUNSWICK TOWNSHIP TAX MAP
SITUATE LYING AND BEING IN THE
TOWNSHIP OF SOUTH BRUNSWICK,
COUNTY OF MIDDLESEX, STATE OF
NEW JERSEY.

November 13, 2008
Revised December 22, 2008

BEGINNING at a POINT in the division line between lands of Trustees of Princeton University, South Brunswick Township, Block 99, Lot 14 on the north and other lands of Trustees of Princeton University, Plainsboro Township, Block 106, Lot 1 on the south, said point bearing N 73 degree 49 minutes 19 seconds W, 66.04 feet from a concrete monument marking a point where said division line intersects the northwesterly right-of-way line of New Jersey State Highway Route 1 (variable width) as more particularly shown on the hereinafter referenced plan, and from said BEGINNING POINT running, thence;

- (1) Along the aforesaid division line between lands of Trustees of Princeton University, South Brunswick, Block 99, Lot 14 on the north and other lands of Trustees of Princeton University, Plainsboro Township, Block 106, Lot 1 on the south, N 73 degrees 49 minutes 19 seconds W, 17.14 feet to a point, thence;
- (2) Over through the aforesaid lands of Trustees of Princeton University, South Brunswick Township, Block 99, Lot 14, the following 20 courses: N 45 degrees 05 minutes 51 seconds E, 100.78 feet to a point, thence;
- (3) N 74 degrees 38 minutes 58 seconds W, 256.00 feet to a point, thence;
- (4) N 66 degrees 51 minutes 08 seconds W, 209.93 feet to a point, thence;
- (5) N 73 degrees 02 minutes 05 seconds W, 221.75 feet to a point, thence;
- (6) N 60 degrees 09 minutes 23 seconds W, 96.14 feet to a point, thence;
- (7) N 50 degrees 48 minutes 30 seconds W, 77.65 feet to a point, thence;
- (8) N 41 degrees 02 minutes 34 seconds W, 86.79 feet to a point, thence;
- (9) N 31 degrees 30 minutes 00 seconds W, 58.16 feet to a point, thence;
- (10) S 68 degrees 26 minutes 08 seconds W, 26.03 feet to a point, thence;
- (11) S 84 degrees 03 minutes 02 seconds W, 27.90 feet to a point, thence;
- (12) S 88 degrees 35 minutes 55 seconds W, 35.74 feet to a point, thence;
- (13) S 73 degrees 14 minutes 00 seconds W, 34.28 feet to a point, thence;
- (14) S 58 degrees 06 minutes 45 seconds W, 41.06 feet to a point, thence;
- (15) S 41 degrees 05 minutes 29 seconds W, 27.27 feet to a point, thence;
- (16) S 24 degrees 54 minutes 19 seconds W, 26.88 feet to a point, thence;

- (17) S 06 degrees 19 minutes 31 seconds W, 34.18 feet to a point, thence;
- (18) S 12 degrees 09 minutes 03 seconds E, 27.25 feet to a point, thence;
- (19) S 30 degrees 27 minutes 26 seconds E, 34.95 feet to a point, thence;
- (20) S 45 degrees 48 minutes 28 seconds E, 24.67 feet to a point, thence;
- (21) S 16 degrees 10 minutes 41 seconds W, 21.29 feet to a point in the aforementioned line between South Brunswick Township, Block 99, Lot 14 on the north and Plainsboro Township, Block 106, Lot 1 on the south, thence;
- (22) Along said division line, N 73 degrees 49 minutes 19 seconds W, 15.00 feet to a point, thence;
- (23) Over and through the aforesaid lands of Trustees of Princeton University, South Brunswick Township, Block 99, Lot 14, the following 4 courses: N 16 degrees 10 minutes 41 seconds E, 12.28 feet to a point, thence;
- (24) N 45 degrees 48 minutes 28 seconds W, 17.68 feet to a point, thence;
- (25) N 30 degrees 27 minutes 26 seconds W, 32.40 feet to a point, thence;
- (26) S 49 degrees 24 minutes 50 seconds W, 51.21 feet to a point in the aforesaid division line between South Brunswick Township, Block 99, Lot 14 on the north and Plainsboro Township, Block 106, Lot 1 on the south, thence;
- (27) Along said division line, N 73 degrees 49 minutes 19 seconds W, 39.16 feet to a point, thence;
- (28) Over and through the aforesaid lands of Trustees of Princeton University, Block 99, Lot 14, the following 29 courses: N 47 degrees 54 minutes 00 seconds E, 89.21 feet to a point, thence;
- (29) N 06 degrees 19 minutes 31 seconds E, 39.08 feet to a point, thence;
- (30) N 24 degrees 54 minutes 19 seconds E, 31.46 feet to a point, thence;
- (31) N 41 degrees 05 minutes 29 seconds E, 31.64 feet to a point, thence;
- (32) N 58 degrees 06 minutes 45 seconds E, 45.30 feet to a point, thence;
- (33) N 73 degrees 14 minutes 00 seconds E, 38.30 feet to a point, thence;
- (34) N 88 degrees 35 minutes 55 seconds E, 37.17 feet to a point, thence;
- (35) N 84 degrees 03 minutes 02 seconds E, 25.25 feet to a point, thence;
- (36) N 68 degrees 26 minutes 08 seconds E, 36.58 feet to a point, thence;
- (37) S 31 degrees 30 minutes 00 seconds E, 69.51 feet to a point, thence;
- (38) S 41 degrees 02 minutes 34 seconds E, 84.26 feet to a point, thence;
- (39) S 50 degrees 48 minutes 30 seconds E, 75.15 feet to a point, thence;
- (40) S 60 degrees 09 minutes 23 seconds E, 93.22 feet to a point, thence;
- (41) S 73 degrees 02 minutes 05 seconds E, 40.50 feet to a point, thence;
- (42) N 20 degrees 09 minutes 28 seconds E, 144.92 feet to a point, thence;
- (43) N 17 degrees 50 minutes 09 seconds E, 99.93 feet to a point, thence;
- (44) N 19 degrees 00 minutes 14 seconds E, 182.91 feet to a point, thence;

(45) N 18 degrees 50 minutes 21 seconds E, 151.40 feet to a point, thence; ILLEGIBLE ORIGINAL
Middlesex County Clerk

(46) N 17 degrees 16 minutes 35 seconds E, 176.63 feet to a point in a southerly line of
proposed future Nursery Road (108-foot wide public right-of-way), thence;

(47) Along said Nursery Road, along a curve bearing to the right in a southeasterly direction
having a radius of 2,146.00 feet, an arc length of 15.35 feet, a delta angle of 00 degrees 24
minutes 36 seconds, the chord of said curve bearing S 60 degrees 26 minutes 03 seconds E,
15.35 feet to a point, thence;

(48) S 17 degrees 16 minutes 35 seconds W, 173.56 feet to a point, thence;

(49) S 18 degrees 50 minutes 21 seconds W, 151.63 feet to a point, thence;

(50) S 19 degrees 00 minutes 14 seconds W, 182.78 feet to a point, thence;

(51) S 17 degrees 50 minutes 09 seconds W, 100.08 feet to a point, thence;

(52) S 20 degrees 09 minutes 28 seconds W, 144.39 feet to a point, thence;

(53) S 73 degrees 02 minutes 05 seconds E, 165.35 feet to a point, thence;

(54) S 66 degrees 51 minutes 08 second E, 209.72 feet to a point, thence;

(55) S 74 degrees 38 minutes 58 seconds E, 280.82 feet to a point, thence;

(56) S 45 degrees 05 minutes 51 seconds W, 118.34 feet to the POINT and PLACE of
BEGINNING.

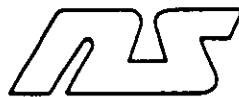
Containing 36,212 square feet or 0.831 acres of land more or less.

The above described Temporary Access Easement, prepared by Harry J. Sypniewski, and all
being shown on a plan entitled: "Site Plan for Stormwater Management Facility Basin 4,
Prepared for Princeton Forrestal Center, South Brunswick and Plainsboro Townships, Middlesex
Co., NJ, Dated June 2, 2008," Prepared by Van Note-Harvey Associates, P.C., Consulting
Engineers, Planners and Land Surveyors, 777 Alexander Road, Princeton, New Jersey 08540.

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 PROFESSIONAL LAND SURVEYOR #20808



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

ILLEGIBLE ORIGINAL
Middlesex County Clerk

Order No. 36076-460-21
Plainsboro Township Tax Map
Sheet 1
Block 106
Part of Lot 1

DESCRIPTION OF A DRAINAGE
CONSERVATION AND ACCESS
EASEMENT NO.1 FOR BASIN 4, OVER
PART OF LOT 1 IN BLOCK 106 ON
SHEET 1 OF THE PLAINSBORO
TOWNSHIP TAX MAP SITUATE LYING
AND BEING IN THE TOWNSHIP OF
PLAINSBORO, COUNTY OF
MIDDLESEX, STATE OF NEW JERSEY.

November 13, 2008
Revised December 22, 2008

BEGINNING at a **POINT** in the division line between lands of Trustees of Princeton University, Plainsboro Township, Block 106, Lot 1 on the south and other lands of Trustees of Princeton University, South Brunswick Township, Block 99, Lot 14 on the north, said point bearing along said division line N 73 degrees 49 minutes 19 seconds W, 56.48 feet from a concrete monument marking a point where the said division line intersects the northwesterly right-of-way line of New Jersey State Highway Route 1 (variable width) as more particularly shown on the hereinafter referenced plan and from said **BEGINNING POINT** running, thence;

- (1) Over and through the aforesaid lands of Trustees of Princeton University, Plainsboro Township, Block 106, Lot 1, the following 12 courses: S 41 degrees 47 minutes 59 seconds W, 110.40 feet to a point, thence;
- (2) S 62 degrees 13 minutes 39 seconds W, 88.24 feet to a point, thence;
- (3) S 85 degrees 33 minutes 40 seconds W, 80.98 feet to a point, thence;
- (4) N 75 degrees 25 minutes 34 seconds W, 92.93 feet to a point, thence;
- (5) N 65 degrees 32 minutes 05 seconds W, 290.49 feet to a point, thence;
- (6) N 75 degrees 02 minutes 02 seconds W, 46.83 feet to a point, thence;
- (7) N 57 degrees 13 minutes 21 seconds W, 76.75 feet to a point, thence;
- (8) N 34 degrees 57 minutes 44 seconds W, 54.10 feet to a point, thence;
- (9) N 42 degrees 56 minutes 09 seconds W, 59.59 feet to a point, thence;
- (10) N 56 degrees 02 minutes 08 seconds W, 75.56 feet to a point, thence;
- (11) N 64 degrees 21 minutes 53 seconds W, 193.89 feet to a point, thence;
- (12) N 40 degrees 40 minutes 32 seconds W, 17.59 feet to a point in the aforementioned division line between lands of Trustees of Princeton University, Plainsboro Township, Block 106, Lot 1 on the south, and other lands of Trustees of Princeton University, South Brunswick Township, Block 99, Lot 14 on the north, thence;
- (13) Along said division line, S 73 degrees 49 minutes 19 seconds E, 1,058.97 feet to the **POINT** and **PLACE** of **BEGINNING**.

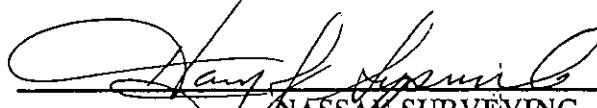
Containing 125,688 square feet or 2.885 acres of land more or less.

The above described Drainage and Conservation and Access Easement No. 1, prepared by Harry J. Sypniewski, and all being shown on a plan entitled: "Site Plan for Stormwater Management

Facility Basin 4, Prepared for Princeton Forrestal Center, South Brunswick and Plainsboro Townships, Middlesex Co., NJ, Dated June 2, 2008," Prepared by Van Note-Harvey Associates, P.C., Consulting Engineers, Planners and Land Surveyors, 777 Alexander Road, Princeton, New Jersey 08540.

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

ILLEGIBLE ORIGINAL
Middlesex County Clerk


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

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Princeton, New Jersey 08543-3227

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E-mail: vnha@aol.com

ILLEGIBLE ORIGINAL
Middlesex County Clerk

Order No. 36076-460-21
Plainsboro Township Tax Map
Sheet 1
Block 106
Part of Lot 1

DESCRIPTION OF DRAINAGE
CONSERVATION AND ACCESS
EASEMENT NO. 2 FOR BASIN 4, OVER
PART OF LOT 1 IN BLOCK 106 ON
SHEET 1 OF THE PLAINSBORO
TOWNSHIP TAX MAP SITUATE LYING
AND BEING IN THE TOWNSHIP
PLAINSBORO, COUNTY OF
MIDDLESEX, STATE OF NEW JERSEY.

November 13, 2008
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BEGINNING at a POINT in the division line between lands of Trustees of Princeton University, Plainsboro Township, Block 106, Lot 1 on the south and other lands of Trustees of Princeton University, South Brunswick Township, Block 99, Lot 14 on the north, said point bearing along said division line N 73 degrees 49 minutes 19 seconds W, 1,169.91 feet from a concrete monument marking a point formed where said division line intersects the northwesterly right-of-way line of New Jersey State Highway Route 1 (variable width), as more particularly shown on the hereinafter referenced plan and from said BEGINNING POINT running, thence;

- (1) Over and through the aforesaid lands of Trustees of Princeton University, Plainsboro Township, Block 106, Lot 1, the following 6 courses: S 49 degrees 24 minutes 50 seconds W, 159.04 feet to a point, thence;
- (2) S 24 degrees 00 minutes 07 seconds W, 57.96 feet to a point, thence;
- (3) N 65 degrees 49 minutes 11 seconds W, 30.55 feet to a point, thence;
- (4) N 29 degrees 28 minutes 08 seconds E, 57.73 feet to a point, thence;
- (5) N 42 degrees 25 minutes 10 seconds E, 93.06 feet to a point, thence;
- (6) N 50 degrees 28 minutes 25 seconds E, 56.33 feet to a point in the aforementioned division line between lands of Trustees of Princeton University, Plainsboro Township, Block 106, Lot 1 on the south, and other lands of Trustees of Princeton University, South Brunswick Township, Block 99, Lot 14 on the north, thence;
- (7) Along said division line, S 73 degrees 49 minutes 19 seconds E, 39.16 feet to the POINT and PLACE of BEGINNING.

Containing 6,303 square feet or 0.145 acres of land more or less.

The above described Drainage Conservation and Access Easement No. 2, prepared by Harry J. Sypniewski, all being shown on a plan entitled: "Site Plan for Stormwater Management Facility Basin 4, Prepared for Princeton Forrestal Center, South Brunswick and Plainsboro Townships, Middlesex Co., NJ, Dated June 2, 2008," Prepared by Van Note-Harvey Associates, P.C., Consulting Engineers; Planners and Land Surveyors, 777 Alexander Road, Princeton, New Jersey 08540.

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NASSAU SURVEYING
DIVISION OF VAN NOTE-HARVEY ASSOCIATES, P.C.
HARRY J. SYPNIEWSKI

NEW JERSEY PROFESSIONAL LAND SURVEYOR #20808

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