

AMENDED AND RESTATED EASEMENT

THIS AMENDED AND RESTATED EASEMENT (this "Easement"), made and entered into as of this 28th day of April, 2015, by and between Sixth ROC-Jersey Associates L.L.C., a New Jersey limited liability company, having an address c/o The Olnick Organization, Inc., 135 East 57th Street, 22nd floor, New York, New York 10022 ("Grantor"), and the Town of Morristown, a municipal corporation of the State of New Jersey, having an address at 200 South Street Morristown, New Jersey 07960 ("Grantee").

RECITALS

WHEREAS, Grantor, Grantee, and First ROC-Jersey Associates L.L.C. entered into a certain Agreement of Sale, dated the 18 day of February, 2015, concerning the property located along Spring Street and Speedwell Avenue commonly known as Headquarters Plaza, and designated on the official Tax Map of the Town of Morristown as Block 4901, Lots 1.01, 1.02, 1.03, 1.04, 1.05, 1.06, and 1.08 as more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, Second ROC-Jersey Associates ("Second ROC") entered into a Lease of Upper Area, dated November 12, 1979, with Grantee (the "Upper Area Lease"), as thereafter amended or assigned, with respect to a portion of the Property described on Exhibit B attached hereto and made a part hereof (the "Upper Area Property"); and

WHEREAS, pursuant to an Addendum to Amendment to Project Contract, dated January 21, 1982, by and among Grantee, Speedwell Development Corporation, Second ROC, First ROC-Jersey Associates, Robert S. Olnick, Ester Fisher, Third ROC-Jersey Associates, ROC-Holiday Associates and Fourth ROC-Jersey Associates (the "Project Contract"), Second ROC granted an exclusive easement in perpetuity to Grantee on behalf and for the benefit of the public affecting the Upper Area Property as more particularly described therein, which easement as set forth in the Project Contract is annexed as Exhibit C attached hereto and made a part hereof (the "Original Easement"); and

WHEREAS, the Original Easement was never recorded in the Office of the County Clerk of Morris County, New Jersey; and

WHEREAS, portions of the Property, including the Upper Area Property, were further made subject to Grantee to the terms and restrictions set forth in that certain Green Acres Development Grant Contract, dated June 22, 1983 and recorded in the Morris County Clerk's Office on August 5, 1991 at Book 3468, Page 66 (the "Green Acres Grant Contract"; the Green Acres Program of the State of New Jersey Department of Environmental Protection, "Green Acres"); and

WHEREAS, Second ROC-Jersey Associates L.L.C. and Fifth Roc-Jersey Associates L.L.C. (collectively, "Second ROC LLC") are now the tenants under the Upper Area Lease; and

WHEREAS, on the date hereof, Grantor, an affiliate of Second ROC LLC, has purchased the Upper Area Property from Grantee; and

[137-002/00267451-2]-2]-2]

NCS 5603290-3
Record and Return
 First American Title Insurance Co. NCS
 104 Carnegie Center, Suite 101
 Princeton, NJ 08540
 Acc 498

MORRIS COUNTY, NJ: ANN F. GROSSI, COUNTY CLERK
 EAS-OR BOOK 22723 PG 1078 RECORDED 06/09/2015 14:32:33
 FILE NUMBER 20150333351 RECORDING FEES \$380.00
 RCPT #: 10640551 RECD BY: ABedkowski

WHEREAS, in connection with Grantor's acquisition of the Property from Grantee, Grantor and Grantee desire to amend and restate the terms of the Original Easement on the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, the receipt and sufficiency the parties hereby acknowledge, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Grant of Easement.** (a) Grantor hereby grants an exclusive easement in perpetuity to Grantee on behalf and for the benefit of the public over, upon and across that certain portion of the Property more particularly described and depicted on Exhibit B attached hereto and made a part hereof (the "**Easement Area**") for the following purposes:

(i) the public's use of the Easement Area as a public plaza, walkway and recreational area; and

(ii) the public's use of the Easement Area for a "Special Event(s)" as such term is defined in, and as such events are governed by, the Town of Morristown's Parks and Playground Ordinance, Chapter XI, et. seq., as same may be amended from time to time (the "**Town's Parks and Recreation Areas Ordinance**"), provided that (v) any person or entity seeking to use the Easement Area for a Special Event (each, a "**Special Event Applicant**") shall be subject to, and satisfy and comply with, the requirements and application procedures/submissions of the Parks and Recreation Areas Ordinance, the Green Acres Rules (as hereinafter defined) and any other applicable Town ordinance or code, including but not limited those governing the use and/or consumption of alcoholic beverages in public parks and recreational areas (collectively, the "**Recreation Area Regulations**"); (w) if there is a request for a hearing with respect to any such Special Event in accordance with the Town's Parks and Recreation Areas Ordinance, then Grantee shall provide Grantor with reasonable advanced notice of such hearing and Grantor shall have the right to attend such hearing; (x) Grantee agrees to enforce as well as abide by all applicable Recreation Area Regulations in connection with any and all Special Events and Special Event Applicants; (y) Grantor shall incur no additional costs or expenses in connection with the Special Event, shall not be obligated to provide any additional services in connection therewith, and shall not be required to make any representation as to the condition of the Easement Area for the Special Event; and (z) Grantor shall have the right to require, prior to use of the Easement Area by any such Special Event Applicant, that such Special Event Applicant shall:

(I) procure and maintain, at its sole cost and expense, the following insurance policies in full force and effect for the duration of the Special Event in reasonable form and substance and from an insurance company reasonably acceptable to Grantor, and shall furnish to Grantor a certificate(s) evidencing such insurance: (1) commercial general liability insurance covering the operations of the Special Event Applicant having limits of liability reasonably acceptable to Grantor (such reasonableness taking into account the limits required by the Town's Park and Recreation Areas Ordinance and the risk and exposure of Grantor involved

in such Special Event), which commercial general liability policy shall be endorsed to name Grantor and its property manager each as an "additional insured", it being further agreed that coverage for "additional insured" shall apply on a primary and non-contributory basis to any insurance carried by Grantor, whether collectible or not, (2) worker's compensation insurance to the extent applicable, and (3) property insurance on the Special Event Applicant's machinery, equipment, furniture and fixtures, goods, wares and merchandise (it being agreed that Special Event Applicant shall agree to waive its right of subrogation against Grantor and such policy shall allow for such waiver);

(II) provide a written agreement to Grantor in reasonable form that it shall name the Grantor and its property manager as an additional insured as set forth above, and to the fullest extent permitted by law, defend, indemnify and hold Grantor, its members, directors, officers, employees, representatives and agents (collectively "Indemnitees") harmless from and against any and all claims, losses (including reasonable attorneys' fees and all court costs), costs, damages, liabilities (including statutory liability) or expenses, which Grantor or its Indemnitees may suffer or incur resulting from injury and/or death of any person or damage to or loss of any property arising out of (1) any negligent or wrongful act, error or omissions in connection with the operations of Special Event Applicant arising from or in connection with the Special Event or (2) the possession, use, occupancy, or control of the Easement Area or any portion thereof by the Special Event Applicant;

(III) restore the Easement Area to substantially the condition which existed prior the Special Event;

(IV) agree to Grantor's reasonable limitations on the duration, hours, "live load" limitations, noise generation, attendance and activities of the Special Event (such reasonableness taking into account the limits required by the Town's Park and Recreation Areas Ordinance as well as whether the proposed Special Event would (1) unreasonably disturb the public and/or interfere with the use of the Easement Area by the public or (2) cause unreasonable wear and tear or damage to the Easement Area);

(V) procure from any person or entity selling commodities or foodstuffs within the Easement Area during the Special Event reasonable insurance coverage and indemnification of Grantor as may be reasonably required by Grantor.

Grantor represents and covenants that it shall (1) implement and maintain throughout the term of this Easement written policies and procedures consistent with this **Paragraph 1(a)(ii)** ("**Public Special Event Policies**"), in reasonable form and kept on file at the Property to be made available to the public, and (2) deliver same to the Morristown Town Clerk annually within the first (1st) month of each calendar year, describing the public's right to use the Easement Area for a Special Event hereunder. Grantor represents and covenants that it shall not implement any requirement set forth in this **Paragraph 1(a)(ii)** so as to unreasonably restrict or burden the public's use of the Easement Area for a Special Event in

accordance with the Town's Parks and Recreation Areas Ordinance and/or the Green Acres Rules (as defined herein).

Grantee represents and covenants that (yy) it shall provide written notice to Grantor promptly upon the receipt of any application from a Special Event Applicant which notice shall include a copy of such application and the date and time of any scheduled hearing/meeting of Grantee on the proposed Special Event, if any, and (zz) the Morristown Town Clerk shall provide a copy of Public Special Event Policies (as defined herein) to each Special Event Applicant upon receipt of an application from such Special Event Applicant.

(b) Grantor and Grantee each acknowledge and agree that the Easement Area depicted on **Exhibit D** hereto consists of 1.342 acres (fifty-eight thousand four hundred seventy (58,470) square feet). Grantor reserves the right (i) to alter or change the boundary lines of the Easement Area from time to time for purposes of constructing, altering or expanding the boundaries of Grantor's improvements within the Upper Area Property without any prior consent of Grantee but only to the extent that Grantor does not reduce the square footage of the Easement Area by more than five percent (5%) of the aggregate square footage of the Easement Area (i.e., by more than two thousand nine hundred twenty-four (2,924) square feet), and (ii) to construct, operate and maintain ventilation, air conditioning and/or heating units or apparatus or any related support systems benefiting Grantor's improvements within the Easement Area as reasonably necessary upon the Easement Area; **provided, however,** that such reservations under **clauses (i) or (ii)** of this **Section 1(b)** shall not impair the public enjoyment of the easements granted herein and the improvements constructed or to be constructed upon or within the Easement Area, and further provided that Grantee shall have the right to approve the aesthetic detail (as it relates to the location, function and character of the improvements constructed or to be constructed on the Easement Area) of any such changes under said **clauses (i) or (ii)**, which approval shall not unreasonably withheld, conditioned or delayed. Grantor and Grantee each acknowledge and agree that as of the date hereof, Grantor has reduced the Easement Area depicted on **Exhibit D** hereto by One Thousand Eight Hundred Ten (1,810) square feet as shown on **Exhibit D** hereto, for an aggregate reduction of three and one-tenth percent (3.10%) (Grantor's rights as set forth in **clause (b)**, **clause (c)**, and **clause (d)** of this **Section 1**, collectively, "**Grantor's Easement Rights**").

(c) Grantor, at Grantor's sole cost and expense, shall repair, replace and maintain all improvements constructed or to be constructed upon and within the Easement Area consistent with the public purposes of this Easement and in accordance with all applicable laws, including, without limitation, the Green Acres Program Rules at N.J.A.C. 7:36 et. seq. (as may hereafter be amended and supplemented, the "**Green Acres Rules**"), and nothing herein shall be interpreted or construed to impose any such repair, maintenance and replacement obligations on Grantee from and after the date hereof. Grantor and Grantee have entered into a Plaza Development Agreement, dated as of the date hereof, pursuant to which Grantor, at Grantor's sole cost and expense (except as provided in such Plaza Development Agreement), shall design, in cooperation with Grantee, and construct improvements within the Easement Area, on the terms and subject to the conditions contained therein.

(d) Subject to the terms and provisions of this clause (d), Grantee shall not unreasonably withhold, condition or delay Grantee's consent to Grantor's establishing in the Easement Area an outdoor seating area (or multiple areas) for food and/or beverage service, which outdoor seating area(s), once established as provided in this Easement, shall in no event occupy more than ten percent (10%) of the total square footage of the Easement Area in the aggregate (i.e., five thousand eight hundred forty-seven (5,847) square feet) (such outdoor seating area(s), the "License Area") pursuant to a License Agreement, containing terms acceptable to Grantor and Grantee, that is required by the Green Acres Rules to be executed between Grantee and Grantor in connection with any License Area (any such License Agreement, a "License Agreement"). Grantee acknowledges and agrees that Grantor's right to establish and maintain the License Area, if established subject to the terms and conditions contained herein, shall be separate and apart from Grantor's right to reduce the square footage of the Easement Area in accordance with clause (b) of this Section 1 and, accordingly, the establishment of the License Area shall not be deemed a reduction in the square footage of the Easement Area for purposes of determining if the five percent (5%) limitation set forth in said clause (b) is being met at any given time.

(e) This Easement is executed in accordance with, and is intended to be enforceable under, the New Jersey Conservation Restriction and Historic Preservation Act, N. J. S. A. 13:8B-1 et. seq. (the "Conservation Restriction Act").

2. Green Acres Rules. The parties acknowledge that the Easement Area shall be subject in perpetuity to the Green Acres Rules. Grantor and Grantee acknowledge and agree that from and after the date hereof Grantor has complete ownership and control of the Property, including the Easement Area and the improvements constructed or to be constructed within the Easement Area, and, as such, Grantor's ownership, operation and maintenance of the Easement Area shall be in all events subject to applicable Green Acres Rules and the terms and provisions of this Easement. Grantor represents, warrants, and covenants to comply with the terms and provisions of this Easement and otherwise to not take any action or omit to take any action in any case that would cause Grantee to be in violation of the Green Acres Rules.

3. Green Acres Confirmations. By way of the letter attached hereto and made a part hereof as Exhibit C (the "Green Acres Letter"), Green Acres states that: (i) Grantor shall have the benefit of Grantor's Easement Rights in connection with the Easement Area subject to the limitations and requirements set forth in Section 1 hereof; (ii) no approval pursuant to the Green Acres Rules is required in connection with the granting of this Easement and the terms and provisions contained herein, other than the Green Acres Letter; (iii) Green Acres agrees in concept to Grantor's establishment and maintenance of the License Area, subject in all events to Green Acres' and Grantee's prior approval of any License Agreement entered into by Grantee and Grantor with respect to the License Area and the terms and provisions thereof; (iv) Grantee shall keep Green Acres reasonably informed of any development of the improvements and installations contained in the Easement Area; (v) the Easement Area depicted on Exhibit D hereto consists of 1.342 acres (fifty-eight thousand four hundred seventy (58,470) square feet); and (vi) Grantor has reduced the

Easement Area by One Thousand Eight Hundred Ten (1,810) square feet as shown on Exhibit D hereto, for an aggregate reduction of three and one-tenth percent (3.10%).

4. **Indemnification.** (a) Grantor shall defend and indemnify Grantee against, and shall save Grantee harmless from, and shall reimburse Grantee with respect to, any and all claims, demands, actions, causes of action, injuries, orders, losses, liabilities (statutory or otherwise), obligations, damages, fines, penalties, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) incurred by, imposed upon or asserted against Grantee by reason of (i) Grantor's default in respect of its obligations under this Easement, (ii) Grantor's causing Grantee to be in violation of the Green Acres Rules from and after the date hereof, and any accident, injury (including death at any time resulting therefrom) or damage to any person or property arising out of or resulting from any acts or omissions of Grantor or by any employee, licensee, invitee or agent of Grantor from and after the date hereof.

(b) Grantor shall defend and indemnify Green Acres against, and shall save Green Acres harmless from, and shall reimburse Green Acres with respect to, any and all claims, demands, actions, causes of action, injuries, orders, losses, liabilities (statutory or otherwise), obligations, damages, fines, penalties, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) incurred by, imposed upon or asserted against Green Acres by reason of (i) Grantor's default in respect of its obligations under this Easement, (ii) Grantor's violation of the Green Acres Rules from and after the date hereof, and any accident, injury (including death at any time resulting therefrom) or damage to any person or property arising out of or resulting from any acts or omissions of Grantor or by any employee, licensee, invitee or agent of Grantor from and after the date hereof.

5. **Enforcement.** Enforcement of the terms of this Easement shall be at the discretion of Grantee or Grantor, as the case may be, and any forbearance by Grantee or Grantor, as the case may be, to exercise their respective rights under this Easement in the event of any breach of any term of this Easement by Grantor or Grantee, as the case may be, shall not be deemed or construed to be a waiver by Grantee or Grantor of such term or any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights or Grantor's rights, as the case may be, under this Easement. No delay or omission by Grantee or Grantor in the exercise of any right or remedy upon any breach by Grantor or Grantee, as the case may be, shall impair such right or remedy will be construed as a waiver, provided that nothing contained in this **Section 5** shall be construed to limit, diminish or impair any enforcement rights held by Green Acres under the Green Acres Grant Contract.

6. **Remedies.** If Grantor is in default in respect of its obligations under this Easement, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation including where the violation involves injury to the Easement Area resulting from any use or activity inconsistent with the purposes of this Easement and such corrective action consists of the restoration of the Easement Area (or the applicable portion thereof) so injured. If any such default notice is given by virtue of Grantee having received a notice of default from Green Acres, Grantee shall attach the applicable notice of default from Green Acres. Grantee shall not have

the right to claim a default by Grantor hereunder of a restriction of the Green Acres Rules unless Green Acres has notified Grantee that Grantee is in default of a Green Acres Restriction in connection with the Easement Area. If Grantor fails to cure the violation within thirty (30) days after receipt of the notice thereof from Grantee or, under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any public purpose protected by this Easement, including damages for the loss of scenic, aesthetic or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement may be inadequate and that Grantee shall be entitled to the injunctive relief described in this **Section 6**, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of providing either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this **Section 6** shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

7. **Diversion or Disposal of Easement Area; Release of Easement.** Any diversion or disposal of parkland for uses other than recreation and conservation and/or release of the Easement must be approved by the Commissioner of the New Jersey Department of Environmental Protection and/or the State House Commission, pursuant to the Green Acres Rules and/or the Conservation Restriction Act, as applicable.

8. **Covenant of Good Faith.** This Agreement shall be governed by the express and implied covenant of good faith and the parties shall agree to treat each other accordingly, and shall promptly pursue all obligations hereunder subject to the express terms of this Easement.

9. **Notices.** (a) Any notice required to be given hereunder shall be given in writing and may be served either in person, by Federal Express or similar overnight courier, or by depositing such notice in the United States mail, by registered or certified mail, return receipt requested with postage prepaid, properly addressed and directed to the party to receive the same at the following address or at such other address as may hereafter substituted by notice in writing thereof:

If to Grantor: Sixth ROC-Jersey Associates L.L.C.
c/o The Olnick Organization, Inc.
135 East 57th Street, 22nd floor
New York, New York 10022
Attn.: Bruce S. Simon, President

with a copy to: Sixth ROC-Jersey Associates L.L.C.
c/o The Olnick Organization, Inc.
135 East 57th Street, 22nd floor

New York, New York 10022
Attn.: Amy L. Ward, General Counsel

with a copy to: Lindabury, McCormick, Estabrook & Cooper, P.C.
53 Cardinal Drive
P.O. Box 2369
Westfield, New Jersey 07091
Attn.: John J. Delaney, Jr., Esq.

If to Grantee: Honorable Mayor Timothy Dougherty
Town of Morristown
200 South Street, CN 914
Morristown, New Jersey 07963-0914

with a copy to: Vijayant Pawar, Esq., Town Attorney
Town of Morristown
200 South Street, CN 914
Morristown, New Jersey 07963-0914

with a copy to: Michael Rogers, Business Administrator
Town of Morristown
200 South Street, CN 914
Morristown, New Jersey 07963-0914

and a copy to: John P. Inglesino, Esq.
Inglesino, Wyciskala & Taylor, LLC
600 Parsippany Road, Suite 204
Parsippany, New Jersey 07054

(b) Any notice shall be deemed given (x) on the date that it is hand delivered, as aforesaid, or on the date that such delivery is refused, if applicable, or (y) three (3) business days after the date that it is mailed, as aforesaid, or (z) on the first (1st) business day after the date that it is sent by a nationally-recognized courier, as aforesaid (it being agreed that, notwithstanding anything to the contrary contained herein, all references to notices being "received" or the "receipt" of a notice shall be deemed to refer to the date such notice is given in accordance with this clause (b)).

10. Gender; Plurality. 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 the within Easement may require.

11. Governing Law. This Easement shall in all respects to be governed by and construed in accordance with the laws of the State of New Jersey. The terms and conditions of this Easement are not intended in any way to diminish the obligations of the parties or their successors and assigns to comply with any local, County, State or Federal statute, rule or resolution, including, but not limited to, the Green Acres Rules. In the event that such obligations are stricter than the terms and conditions of this Easement, then such obligation shall be fully met and satisfied.

12. **Successors and Assigns.** Wherever in this Easement 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 such designation. All the terms, covenants and conditions herein contained shall be for and shall 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. **Amendment; Modification.** The provisions of this Easement may not be amended, modified or terminated without the express written consent of Grantee, and no such amendment, modification or termination shall be effective for any purpose unless set forth in writing and signed by the appropriate municipal officials.

14. **Easement Running with the Land.** The easements granted and conveyed herein, and all rights and obligations set forth in this Easement, shall be construed as running with the land and shall be binding upon and inure to the benefit of Grantor or Grantee, as the case may be, and their respective successors and assigns in title or interest, in perpetuity.

15. **Invalidity; Severability.** If any provision of this Easement shall to any extent be held invalid or unenforceable, the remaining provisions of this Easement shall not be affected thereby.

16. **Recitals.** The recitals set forth in the beginning of this Easement are incorporated herein by reference as if set forth at length in the body of this Easement, and constitute material terms of this Easement.

17. **Acceptance.** By the acceptance and recordation of this instrument, Grantor and Grantor each agree to abide by the terms and conditions herein on their respective parts to be performed and shall be deemed signatory hereto, and the provisions of this indenture shall inure to the benefit of and be obligatory upon the respective parties hereto and their successors and assigns.

18. **No Waiver.** No provision of this Easement shall be deemed to have been waived by Grantee, unless such waiver is in writing signed by Grantee. No provisions of this Easement shall be deemed to have been waived by Grantor, unless such waiver is in writing signed by Grantor. Either party's failure to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Easement shall not be deemed to be a waiver thereof by such party.

19. **First ROC.** Notwithstanding anything to the contrary contained herein, if any portion of the Easement Area is located outside of Upper Area Property in an area owned or formerly owned by First ROC Jersey Associates L.L.C. ("**First ROC**"), First ROC, its successors and assigns shall permit Grantor access to such portion of the Easement Area in order to satisfy its obligations under **Paragraph 1(c)** of this Easement.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Grantee and Grantor have each duly executed and delivered this Easement as of the date first written above.

SIXTH ROC-JERSEY ASSOCIATES L.L.C.

By: ROC-Headquarters Corp.

By: _____

Bruce S. Simon, Vice President

By: _____

Brian Fisher, Vice President

FIRST ROC JERSEY ASSOCIATES L.L.C., with respect only to Paragraph 19 hereof,

By: ROC-Headquarters Garage Corp.

By: _____

Bruce S. Simon, Co-President

By: _____

Brian Fisher, Co-President

TOWN OF MORRISTOWN

By: _____

Robin J. Kesselmeier, Acting Town Clerk

Timothy Dougherty, Mayor

IN WITNESS WHEREOF, Grantee and Grantor have each duly executed and delivered this Easement as of the date first written above.

SIXTH ROC-JERSEY ASSOCIATES L.L.C.

By: ROC-Headquarters Corp.

By:

Bruce S. Simon, Vice President

By:

Brian Fisher, Vice President

FIRST ROC-JERSEY ASSOCIATES L.L.C., with respect only to Paragraph 19 hereof,

By: ROC-Headquarters Garage Corp.

By:

Bruce S. Simon, Co-President

By:

Brian Fisher, Co-President

TOWN OF MORRISTOWN

By:

Timothy Dougherty, Mayor

Kevin D. Harris, Town Clerk

ACKNOWLEDGEMENT

STATE OF NEW JERSEY)
) SS:
COUNTY OF MORRIS)

BE IT REMEMBERED, that on this 23 day of April, 2015, before me, the subscriber, personally appeared **Timothy Dougherty**, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is the Mayor of the **Town of Morristown**, the Town named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the Town, that deponent well knows the seal of said Town; and that the seal affixed to said Instrument is the proper seal and was hereto affixed by **Kevin D. Harris**, Town Clerk, and said Instrument was signed and delivered by said Mayor as and for the voluntary act and deed of said Town.

K. E. Wedderburn

STATE OF)
) SS.:
COUNTY OF)

Kristen E. Wedderburn
ID# 2289431
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires: April 16, 2018

I CERTIFY that on the ___ day of _____, 2015, Bruce S. Simon, a Vice President of ROC-Headquarters Corp., the managing member of **SIXTH ROC JERSEY ASSOCIATES L.L.C.**, personally came before me and acknowledged under oath, to my satisfaction, that he/ she:

(a) is a Vice President of ROC-Headquarters Corp., the managing member of **SIXTH ROC JERSEY ASSOCIATES L.L.C.**; and

(b) signed and delivered this Assignment as his/ her act and deed and as the act and deed of **SIXTH ROC JERSEY ASSOCIATES L.L.C.**

STATE OF)
) SS.:
COUNTY OF)

I CERTIFY that on the ___ day of _____, 2015, Brian Fisher, a Vice President of ROC-Headquarters Corp., the managing member of **SIXTH ROC JERSEY ASSOCIATES L.L.C.**, personally came before me and acknowledged under oath, to my satisfaction, that he/ she:

(a) is a Vice President of ROC-Headquarters Corp., the managing member of **SIXTH ROC JERSEY ASSOCIATES L.L.C.**; and

(b) signed and delivered this Assignment as his/ her act and deed and as the act and deed of **SIXTH ROC JERSEY ASSOCIATES L.L.C.**

ACKNOWLEDGEMENT

STATE OF NEW JERSEY)
) SS:
COUNTY OF MORRIS)

BE IT REMEMBERED, that on this ___ day of _____, 2015 before me, the subscriber, personally appeared **Timothy Dougherty**, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is the Mayor of the Town of Morristown, the Town named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the Town, that deponent well knows the seal of said Town; and that the seal affixed to said Instrument is the proper seal and was hereto affixed by **Robin J. Kesselmeier** Acting Town Clerk, and said Instrument was signed and delivered by said Mayor as and for the voluntary act and deed of said Town.

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

I CERTIFY that on the 23rd day of April, 2015, Bruce S. Simon, a Vice President of ROC-Headquarters Corp., the managing member of **SIXTH ROC JERSEY ASSOCIATES L.L.C.**, personally came before me and acknowledged under oath, to my satisfaction, that he/ she:

(a) is a Vice President of ROC-Headquarters Corp., the managing member of **SIXTH ROC JERSEY ASSOCIATES L.L.C.**; and

(b) signed and delivered this Assignment as his/ her act and deed and as the act and deed of **SIXTH ROC JERSEY ASSOCIATES L.L.C.**

STATE OF New York)
) SS.:
COUNTY OF Westchester)

AVIAN MURRAY
NOTARY PUBLIC, State of New York
No. 01MU6216946
Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires Feb. 8, 2018

I CERTIFY that on the 21st day of April, 2015, Brian Fisher, a Vice President of ROC-Headquarters Corp., the managing member of **SIXTH ROC JERSEY ASSOCIATES L.L.C.**, personally came before me and acknowledged under oath, to my satisfaction, that he/ she:

(a) is a Vice President of ROC-Headquarters Corp., the managing member of **SIXTH ROC JERSEY ASSOCIATES L.L.C.**; and

(b) signed and delivered this Assignment as his/ her act and deed and as the act and deed of **SIXTH ROC JERSEY ASSOCIATES L.L.C.**

Ashley Parks

[137-002/00267451-2]-2]-2]

ASHLEY PARKS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PA6199403
Qualified in Bronx County
Commission Expires January 12, 2017

STATE OF New York)
) SS.:
COUNTY OF New York)

I CERTIFY that on the 23rd day of April, 2015, Bruce S. Simon, a Co-President of ROC-Headquarters Garage Corp., the managing member of FIRST ROC JERSEY ASSOCIATES L.L.C., personally came before me and acknowledged under oath, to my satisfaction, that he/ she:

(a) is a Co-President of ROC-Headquarters Garage Corp., the managing member of FIRST ROC JERSEY ASSOCIATES L.L.C.;

(b) signed and delivered this Assignment as his/ her act and deed and as the act and deed of FIRST ROC JERSEY ASSOCIATES L.L.C.

STATE OF New York)
) SS.:
COUNTY OF Westchester)

I CERTIFY that on the 21st day of April, 2015, Brian Fisher, a Co-President of ROC-Headquarters Garage Corp., the managing member of FIRST ROC JERSEY ASSOCIATES L.L.C., personally came before me and acknowledged under oath, to my satisfaction, that he/ she:

(a) is a Co-President of ROC-Headquarters Garage Corp., the managing member of FIRST ROC JERSEY ASSOCIATES L.L.C.;

(b) signed and delivered this Assignment as his/ her act and deed and as the act and deed of FIRST ROC JERSEY ASSOCIATES L.L.C.

Record and Return to: [First American]

Ashley Parks

ASHLEY PARKS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PA6199403
Qualified in Bronx County
Commission Expires January 12, 2017

Exhibit A

Description of the Property

ALL THAT certain lot, piece or parcel of land, situate lying and being in the Town of Morristown, Morris County, State of New Jersey, consisting of 380,219 square feet (8.7286 acres) and bounded and described as follows:

BEGINNING at a point in the Easterly sideline of Speedwell Avenue, said point being 160.00 feet distant as measured along said sideline and its projection on a course of North 6 degrees 32 minutes 10 seconds West from the intersection formed by the Northeasterly sideline of "North Side" established by the commissioners in 1895 and the projection of the Easterly sideline Speedwell Avenue and running; thence

Along the Easterly sideline of Speedwell Avenue North 6 degrees 32 minutes 10 seconds West, 811.51 feet to a point of curvature; thence

Along the Easterly sideline as re-established in 1964, in a Northerly direction, along a curve curving to the right, having a radius of 118.40 feet, a central angle of 37 degrees 20 minutes 00 seconds and a length of 77.15 feet to a point of tangency; thence

Still along said Easterly sideline, as established in 1964, said sideline lying 41.00 feet, as measured at right angles from the commissioner's center line of Speedwell Avenue, North 30 degrees 47 minutes 50 seconds East, 108.18 feet to a point of curvature; thence

Along the return of said sideline to its point of intersection with the Southwesterly sideline of Spring Street, in an Easterly direction, along a curve curving to the right having a radius of 37.50 feet, a central angle of 107 degrees 59 minutes 50 seconds and a length of 70.68 feet, to a point of tangency to the Southwesterly sideline of Spring Street; thence

Along said Southwesterly sideline of Spring Street, South 41 degrees 12 minutes 20 seconds East, 396.64 feet to a point of curvature; thence

Still along said sideline as re-established in 1964, in a Southerly direction, along a curve curving to the right, having a radius of 267.00 feet, a central angle of 24 degrees 20 minutes 20 seconds and a length of 113.42 feet to a point of tangency; thence

Still along said sideline South 16 degrees 52 minutes East, 363.96 feet, to its point of intersection with the Northwesterly sideline of a proposed new street; thence

Along the Northwesterly sideline of said proposed new street South 40 degrees 52 minutes 10 seconds West, 111.38 feet to a point; thence

Along the Westerly sideline of a proposed new street South 6 degrees 32 minutes 10 seconds East, 4.29 feet to a point; thence

Along the Northwesterly sideline of a proposed new street South 32 degrees 49 minutes 50 seconds West, 219.13 feet to a point; thence

Still along the Northwesterly sideline of a proposed new street, South 38 degrees 27 minutes 50 seconds West, 123.09 feet to a point in the line of lands leased to 1776 Corporation (the building known as "1776 on the Green" is situated on this tract); thence

Along line of lands leased to 1776 Corporation and being along the Northeasterly face of the building known as "1776 on the Green" and in the projection of the same, North 51 degrees 32 minutes 10 seconds West, 221.28 feet to a point; thence

Along line of lands leased to 1776 Corporation, South 83 degrees 27 minutes 50 seconds West, 20.00 feet to the point and place of BEGINNING.

Said description is in accordance with a survey made by Van Cleef Engineering Associates, dated December 4, 2012 and revised to April 18th, 2013.

Exhibit B

Description of the Upper Area Property

ALL THAT air space located above the horizontal level of the upper side of the roof or uppermost deck of the 2500 Space Parking Garage constructed on the below land, the elevation of which roof or uppermost deck generally follows the elevation of the top of the curb along Speedwell Avenue and ranges from an elevation of 364 to 369 feet above sea level, more or less, which air space is also located within the vertical (upward) projections of the boundary lines of the following described tract of land, which land consists of 380,219 square feet (8.7286 acres):

BEGINNING at a point in the Easterly sideline of Speedwell Avenue, said point being 160.00 feet distant as measured along said sideline and its projection on a course of North 6 degrees 32 minutes 10 seconds West from the intersection formed by the Northeasterly sideline of "North Side" established by the commissioners in 1895 and the projection of the Easterly sideline Speedwell Avenue and running; thence

Along the Easterly sideline of Speedwell Avenue North 6 degrees 32 minutes 10 seconds West, 811.51 feet to a point of curvature; thence

Along the Easterly sideline as re-established in 1964, in a Northerly direction, along a curve curving to the right, having a radius of 118.40 feet, a central angle of 37 degrees 20 minutes 00 seconds and a length of 77.15 feet to a point of tangency; thence

Still along said Easterly sideline, as established in 1964, said sideline lying 41.00 feet, as measured at right angles from the commissioner's center line of Speedwell Avenue, North 30 degrees 47 minutes 50 seconds East, 108.18 feet to a point of curvature; thence

Along the return of said sideline to its point of intersection with the Southwesterly sideline of Spring Street, in an Easterly direction, along a curve curving to the right having a radius of 37.50 feet, a central angle of 107 degrees 59 minutes 50 seconds and a length of 70.68 feet, to a point of tangency is the Southwesterly sideline or Spring Street; thence

Along said Southwesterly sideline of Spring Street, South 41 degrees 12 minutes 20 seconds East, 396.64 feet to a point of curvature; thence

Still along said sideline as re-established in 1964, in a Southerly direction, along a curve curving to the right, having a radius of 267.00 feet, a central angle of 24 degrees 20 minutes 20 seconds and a length of 113.42 feet to a point of tangency; thence

Still along said sideline South 16 degrees 52 minutes East, 363.96 feet, to its point of intersection with the Northwesterly sideline of a proposed new street; thence

Along the Northwesterly sideline of said proposed new street South 40 degrees 52 minutes 10 seconds West, 111.38 feet to a point; thence

Along the Westerly sideline of a proposed new street South 6 degrees 32 minutes 10 seconds East 4.29 feet to a point; thence

Along the Northwesterly sideline of a proposed new street South 32 degrees 49 minutes 50 seconds West, 219.13 feet to a point; thence

Still along the Northwesterly sideline of a proposed new street, South 38 degrees 27 minutes 50 seconds West, 123.09 feet to a point in the line of lands leased to 1776 Corporation (the building known as "1776 on the Green" is situated on this tract); thence

Along line of lands leased to 1776 Corporation and being along the Northeasterly face of the building known as "1776 on the Green" and in the projection of the same North 51 degrees 32 minutes 10 seconds West, 221.28 feet to a point; thence

Along line of lands leased to 1776 Corporation, South 83 degrees 27 minutes 50 seconds West, 20.00 feet to the point and place of BEGINNING.

Said description is in accordance with a survey made by Van Cleef Engineering Associates, dated December 4, 2012 and revised to April 18th, 2013.

Exhibit C

Original Easement

[See Attached]

This is not a certified copy

[137-002/00267451-2]

January 21, 1982

ADDENDUM TO AMENDMENT TO PROJECT CONTRACT DATED DECEMBER 30, 1981,
BY AND AMONG THE TOWN OF MORRISTOWN, SPEEDWELL DEVELOPMENT CORPORA-
TION, FIRST ROC-JERSEY ASSOCIATES, SECOND ROC-JERSEY, ROBERT S.
OLNICK, LESTER FISHER, THIRD ROC-JERSEY ASSOCIATES, ROC-HOLIDAY
ASSOCIATES AND FOURTH ROC-JERSEY ASSOCIATES

WHEREAS, the parties hereto are parties to a certain Amend-
ment to Project Contract dated December 30, 1981, amending a certain
Project Contract dated November 12, 1979, relating to the Morris-
town Urban Renewal Project, N.J. R-159;

NOW, THEREFORE, it is agreed among the undersigned, for
good and valuable consideration, receipt and sufficiency of which
is hereby acknowledged, as follows:

Section 1. There shall be added to Subsection B of
Section 407 of the Amendment to Project Contract, "Amendment of
Section 54," the following:

Reasonable withholding of consent shall
include but not be limited to any proposed
use which would adversely affect the tax
exempt status of interest on the Notes or
Bonds.

Section 2. There shall be added to Subsection B of
Section 805 of the Amendment to Project Contract, "Amendment of
Section 56," the following:

Reasonable withholding of consent shall
include but not be limited to any proposed
use which would adversely affect the tax
exempt status of interest on the Notes or
Bonds.

Section 3. Section 1401 of the Amendment to Project
Contract, "New Article III," shall be amended to read in its entire-
ty as follows:

T a. Second ROC-Jersey as lessee of the air space above the "Lower Area" hereby grants an exclusive easement in perpetuity to the Town on behalf of and for the public for the following purposes:

To utilize the entire "Public Plaza Area," as described more particularly in Exhibit 1 hereto for improvements for public use as a public plaza, walkway and recreational area and for the purpose of permitting the Town to cause to be installed and cause to be maintained sidewalks, patios, lighting, landscaping, trees, benches, artwork and similar structures.

b. (i) It is understood that Second ROC-Jersey reserves the right to alter or change the boundary lines of the "Public Plaza Area" for purposes of constructing, altering or expanding the boundaries of the Upper Area Improvements without any prior consent to the extent of up to 5% (in the aggregate) of the square footage of the Public Plaza Area.

(ii) It is further understood that Second ROC-Jersey reserves the right to construct, operate and maintain ventilation, air conditioning and/or heating units or apparatus or any related support systems benefiting the Upper Area Improvements as reasonably necessary upon the Public Plaza Area.

*Easement
See Plans for
Description & Improvements*

Provided, however, that such reservations under Subsections (i) or (ii) of this Section shall not impair the public enjoyment of the easements granted herein and the improvements to be constructed on the Public Plaza Area and further provided that the Town shall have the right to approve the aesthetic detail of any such changes under Subsection (i) or (ii) of this Section, which approval shall not be unreasonably withheld.

This is not a

Section 4. Subsection 1 of Section 1504 of the Amendment to Project Contract, "Sinking Fund," shall be amended as follows:
the sentence:

Said Bonds to be purchased with funds to be provided from Phase II Financing proceeds.

shall be deleted and shall be replaced with the following sentence:

Said Bonds shall be purchased with funds being loaned under the Expansion Loan Agreement for purposes of construction of the Third Office Building as set forth in Paragraph 3 of Section 1 of said Expansion Loan Agreement.

Section 5. There shall be added at the end of Section 1504 of the Amendment to Project Contract, "Sinking Fund" the following:

The parties shall mutually agree as to the appointment of an Escrow Bank within the State of New Jersey.

The Town and Fourth ROC-Jersey hereby agree to permit the Escrow Bank to sell, transfer or otherwise dispose of the securities originally deposited in the Sinking Fund account, and to substitute other securities and obligations for such securities originally deposited in the Sinking Fund account and to otherwise invest the funds in the Sinking Fund account, provided, that the Town (i) certifies to the Escrow Bank that such substitution is required so as not to violate the covenant as to arbitrage set forth in Section 1508 of this Amendment to Project Contract, (ii) delivers instructions to the Escrow Bank as to the securities or obligations which are to be so substituted and (iii) provides the Escrow Bank with an opinion of counsel recognized in the field of municipal bonds that, after such substitution, none of the obligations of the Town issued in connection with this Project will be deemed to be "Arbitrage Bonds" under Section 103 of the Internal Revenue Code of 1954, as amended and the regulations promulgated thereunder which are applicable to such obligations; provided, further, that such substitution may occur only upon the issuance of any bonds by the Town in connection with the Project or upon a request for the withdrawal of any amounts from the Sinking Fund account in accordance with the provisions of this section.

The parties further agree that to the extent necessary to comply with applicable arbitrage regulations under the Internal Revenue Code and the covenant set forth in Section 1508, the parties will alter the method of investment, the yield on investment and disposition of funds contained in the Sinking Fund. Provided, however, that this shall not otherwise

alter or affect the contractual obligations under this section.

Section 6. There shall be a new Section 1507 of the Amendment to Project Contract as follows:

Section 1507. Public Plaza Area Loan.

Funds loaned under this Amendment to Project Contract for purposes of construction of certain amenities in the Public Plaza Area shall be deemed to have been loaned through the SDC to Second ROC-Jersey.

Section 7. There shall be a new Section 1508 of the Amendment to Project Contract as follows:

Section 1508. Maintenance of Tax Exempt Status: Arbitrage.

None of the parties hereto will take any actions which would adversely affect the tax exempt status of the interest on the Notes or Bonds and will not fail to take any action failure of which would adversely affect the tax exempt status of the interest on the Notes or Bonds. In addition, none of the parties will make any use or investment of the proceeds of any Notes or any Bonds issued by the Town for the Project (including any investment income from such proceeds) or any other funds held pursuant to the terms of the Project Contract and used to pay or secure the payment of Bonds or Notes which would cause the Notes or Bonds to become "arbitrage bonds," as such term is defined in Section 103 of the Internal Revenue Code of 1954, as amended. It is further understood that the interest on certain funds or portions thereof, including, but not limited to, the Reserve Fund as established under Section 32 of the Core Agreement, and the Sinking Fund as established under Section 1504 of the Amendment to Project Contract, may be subject to yield restrictions set forth in the arbitrage regulations.

Section 8. There shall be a new Section 1509 of the Amendment to Project Contract as follows:

Section 1509. Expansion Loan Agreement.

It is understood that the Expansion Loan Agreement dated December 30, 1981, is a part of this Amendment to Project Contract and subject to the terms and conditions hereof.

Section 9. Paragraph 2 of Section 1, of the Expansion Loan Agreement, shall be amended to read in its entirety as follows:

The Town agrees to make and Second ROC-Jersey agrees to take a loan of \$4,000,000 subject to adjustment as provided in the Note Agreement between the Town and Second ROC-Jersey of even date herewith for the purposes of constructing certain amenities in the Public Plaza Area, which shall be deemed a capital improvement pursuant to N.J.S.A. 40A:2-3(a), which amenities shall include those set forth in Exhibit A hereto and such items as may be permissible under applicable law.

Section 10. Subsection E of Section 3 of the Expansion Loan Agreement, shall be amended to read in its entirety as follows:

E. Fourth ROC-Jersey shall have made its required deposit into the Sinking Fund, it being understood that this condition shall be met from funds being loaned hereunder for purposes of construction of a portion of the Third Office Building as set forth in the third paragraph of Section 1 hereof.

Section 11. The parties hereto further agree that Sections 1, 2 and 7 hereof shall survive as Amendments to the Project Contract whether or not the Acceptance Date occurs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 21st day of January, 1982.

Attest:

William M. Shumaker

THE TOWN OF MORRISTOWN

By:

Emilio J. Genovese

SPEEDWELL DEVELOPMENT CORPORATION

Attest:

Robert J. Johnson

By:

Richard D. Polak

FIRST ROC-JERSEY ASSOCIATES

Attest: Bruce Sh

By: Lester Fisher

Attest: Bruce Sh

SECOND ROC-JERSEY ASSOCIATES
By: Robert S. Olnick, Partner
Richard S. Olnick, Attorney for

Attest: Bruce Sh

Robert S. Olnick
By: Robert S. Olnick, Partner
Richard S. Olnick, Attorney for
ROBERT S. OLNICK

Attest: Bruce Sh

Lester Fisher
LESTER FISHER

Attest: Bruce Sh

THIRD ROC-JERSEY ASSOCIATES
By: Robert S. Olnick, Partner
Richard S. Olnick, Attorney for

Attest: Bruce Sh

ROC-HOLIDAY ASSOCIATES
By: Lester Fisher

Attest: Bruce Sh

FOURTH ROC-JERSEY ASSOCIATES
By: Lester Fisher

Exhibit D

Description of Easement Area

[See Attached]

This is not a certified copy

[137-002/00267451-2]



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Land Surveying • Professional Planning • Landscape Architecture

Neil I. Van Cleef, P.E., L.S. & P.P.
Robert J. Clerico, P.E. & P.P.
Robert B. Helbell, P.E., L.S. & P.P.
Daniel A. Nagy, L.S. & P.P.
Samuel D. Costanzo, P.E. & P.P.

DEED DESCRIPTION EASEMENT AREAS

November 13, 2014

Block 4901, Part of Lot 1.04

Block 4901, Part of Lot 1.06 & Lot 1.08

Town of Morristown
County of Morris

PIONEER PARK EASEMENT AREA

All that certain tract or parcel of land being described as the Pioneer Park Easement Area located at 21 Speedwell Avenue in the Town of Morristown, County of Morris, New Jersey, being a portion of Lot 1.04 in Block 4901, bounded and described as follows:

BEGINNING at a point on the easterly sideline of Speedwell Avenue (AKA NJSH Route U.S. 202) (66' wide) where it is intersected by the division line between lands herein described and lands now or formerly of RAR2 The Green At Park Place East, Block 4901 Lot 14, said point of beginning being distant 160 feet distant as measured along said sideline and its projection on a course of North 06 degrees 32 minutes 10 seconds West from the intersection formed by the Northeasterly sideline of "North Side" established by the commissioners in 1895 and the projection of the easterly sideline of Speedwell Avenue and running from said point of beginning, thence;

1. Along the easterly sideline of Speedwell Avenue, North 06°32'10" West a distance of 126.53 feet to a point, thence;

The following 23 courses through Lot 1.04 in Block 4901:

2. North 83°27'50" East a distance of 24.00 feet to a point, said point being the southwesterly building corner of the West Office Building, thence;
3. Along the southerly face of the West Office Building, North 83°27'50" East a distance of 104.00 feet to a point, thence;
4. Along a portion of the easterly face of the West Office Building, North 06°32'10" West a distance of 4.04 feet to a point, thence;

The following six (6) courses along the southerly face of the 1-Story Retail Mall:

5. North 83°27'50" East a distance of 8.61 feet to a point, thence;
6. South 06°32'10" East a distance of 2.60 feet to a point, thence;
7. North 83°27'50" East a distance of 3.22 feet to a point, thence;

Please Reply To:

PHILLIPSBURG OFFICE • 755 Memorial Parkway, Suite 110 • Phillipsburg NJ 08865 • 908.454.3080 • Fax: 908.454.1397

With Other Offices In:

Doylestown PA • Wyomissing PA • Hamilton NJ • Hillsborough NJ • Lebanon NJ • Bethlehem PA • Freehold NJ • Newark DE

DEED DESCRIPTION

"Pioneer Park" Easement Area
Block 4901, Part of Lot 1.04,
Block 4901, Part of Lot 1.06 & Lot 1.08,
Town of Morristown, Morris County, NJ

November 13, 2014
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8. North $06^{\circ}32'10''$ West a distance of 6.79 feet to a point, thence;
9. North $83^{\circ}27'50''$ East a distance of 20.00 feet to a point, thence;
10. South $53^{\circ}48'34''$ East a distance of 138.40 feet to a point, thence;
11. Along the southeasterly face of said 1-Story Retail Mall, North $58^{\circ}50'20''$ East a distance of 70.03 feet to a point, thence;
12. Along the same, North $37^{\circ}01'38''$ East a distance of 73.79 feet to a point, thence;

The following eleven (11) courses along or near a concrete wall:

13. South $58^{\circ}01'48''$ East a distance of 25.30 feet to a point, thence;
14. South $39^{\circ}13'03''$ West a distance of 98.35 feet to a point, thence;
15. South $43^{\circ}53'36''$ West a distance of 5.66 feet to a point, thence;
16. South $40^{\circ}14'56''$ West a distance of 30.28 feet to a point, thence;
17. South $41^{\circ}26'03''$ West a distance of 52.81 feet to a point, thence;
18. South $83^{\circ}26'30''$ West a distance of 0.69 feet to a point, thence;
19. South $06^{\circ}54'49''$ East a distance of 42.24 feet to a point, thence;
20. South $81^{\circ}10'20''$ West a distance of 2.17 feet to a point, thence;
21. South $06^{\circ}55'26''$ East a distance of 6.64 feet to a point, thence;
22. South $38^{\circ}32'38''$ West a distance of 115.09 feet to a point, thence;
23. South $12^{\circ}55'09''$ East a distance of 5.64 feet to a point on the aforesaid dividing line between Lot 1.04 and Lot 14, Block 4901, thence;
24. Along said dividing line and along the northerly face of the building on Lot 14, North $51^{\circ}32'10''$ West a distance of 36.62 feet to a point, thence;
25. Departing from said dividing line and running through Lot 1.04 and following the building footprint of a 1-story building, North $38^{\circ}53'56''$ East a distance of 25.68 feet to a point, thence;
26. Along the same, North $51^{\circ}43'38''$ West a distance of 18.31 feet to a point, thence;
27. Along the same, South $38^{\circ}53'56''$ West a distance of 17.04 feet to a point, thence;

DEED DESCRIPTION

"Pioneer Park" Easement Area
Block 4901, Part of Lot 1.04,
Block 4901, Part of Lot 1.06 & Lot 1.08,
Town of Morristown, Morris County, NJ

November 13, 2014
VCEA #12-04-MTT
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28. Continuing along the same, North $51^{\circ}06'04''$ West a distance of 17.67 feet to a point, thence;
29. Along the same, South $38^{\circ}53'56''$ West a distance of 8.72 feet to a point on the aforesaid dividing line, thence;
30. Along the dividing line between Lot 1.04 and Lot 14, running partially along the northerly face of the building on Lot 14 and then continuing beyond, North $51^{\circ}32'10''$ West a distance of 148.52 feet to a point, thence;
31. Continuing along said dividing line, South $83^{\circ}27'50''$ West a distance of 20.00 feet to the POINT AND PLACE OF BEGINNING.

Containing a calculated area of 54,930 square feet or 1.261 acres.

Subject to a Daycare Center Play Area (Restricted Access) situated at the northeasterly most end of the above described Easement Area. Said Daycare Center Play Area contains 1,810 square feet or 0.041 acre.

EASEMENT AREA – SECOND TRACT

All that certain tract or parcel of land being described as the Easement Area – Second Tract, located at 43 Speedwell Avenue in the Town of Morristown, County of Morris, New Jersey, being a portion of Lot 1.06 and Lot 1.08 in Block 4901, bounded and described as follows:

BEGINNING at a point on the westerly sideline of Spring Street (66' wide) at the terminus of a curve connecting the westerly line of Spring Street with the easterly sideline of Speedwell Avenue (AKA NJSH Route U.S. 202) (66' wide), and from said point of beginning running, thence;

1. Along the westerly sideline of Spring Street, South $41^{\circ}12'20''$ East a distance of 30.52 feet to a point, thence;

The following three courses running through Lot 1.06 and Lot 1.08 in Block 4901:

2. South $51^{\circ}38'42''$ West a distance of 17.00 feet to a point, thence;
3. South $83^{\circ}17'27''$ West a distance of 79.78 feet to a point, thence;
4. North $60^{\circ}50'58''$ West a distance of 8.78 feet to a point on the easterly sideline of Speedwell Avenue, thence;
5. Along said line of Speedwell Avenue, North $30^{\circ}47'50''$ East a distance of 38.47 feet to a point of curvature, thence;
6. Along a curve to the right having a radius of 37.50 feet, an arc length of 70.68 feet, and a chord bearing North $84^{\circ}47'34''$ East for a chord distance of 60.67 feet to the POINT AND PLACE OF BEGINNING.



DEED DESCRIPTION

"Pioneer Park" Easement Area
Block 4901, Part of Lot 1.04,
Block 4901, Part of Lot 1.06 & Lot 1.08,
Town of Morristown, Morris County, NJ

November 13, 2014
VCEA #12-04-MTT
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Containing a calculated area of 3,540 square feet or 0.081 acre.

EASEMENT AREA SUMMARY

Pioneer Park Easement Area	54,930 square feet (1.261 acres)
Easement Area – Second Tract	3,540 square feet (0.081 acre)
Total Easement Area	58,470 square feet (1.342 acres)

Subject to a Restricted Area in Pioneer Park containing 1,810 square feet (0.041 acre).

Subject to and together with any covenants, restrictions and/or easements as revealed by a title commitment prepared by First American Title Insurance Company, Commitment No. 3020-563290 dated November 7, 2012, second revision.

The above description was written with reference to a plan entitled "ALTA/ACSM Land Title Survey for Block 4901 Lots 1.01, 1.03, 1.04, 1.05, 1.06, 1.07 and 1.08, Town of Morristown, Morris County, New Jersey" prepared by Van Cleef Engineering Associates, Lebanon, New Jersey dated December 4, 2012, last revised December 7, 2012.

The above description was written pursuant to a plan entitled "Exhibit for "Pioneer Park" Area Calculations for Block 4901 Lots 1.01, 1.03, 1.04, 1.05, 1.06 and 1.08, Town of Morristown, Morris County, New Jersey". Said plan was prepared by Van Cleef Engineering Associates, Lebanon, New Jersey dated May 3, 2014 and is marked as Project No. 12-04-MTT. A reduced copy of said plan is attached hereto and made a part hereof.

DRAFT - 12/09/2014

Carl M. Herrman, Professional Land Surveyor
New Jersey License No. 42271

D-PIONEER-PARK-ESMT (2014.11.13).docx

Exhibit E

Green Acres Letter

[SEE ATTACHED]

This is not a certified copy

[137-002/00267451-2]



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION NATURAL AND HISTORIC RESOURCES

Office of the Assistant Commissioner

MAIL CODE 501-03A

PO Box 420

Trenton, New Jersey 08625

609-292-3541/Fax: 609-984-0836

CHRIS CHRISTIE
GOVERNOR

KIM GUADAGNO
Lt. Governor

BOB MARTIN
COMMISSIONER

January 30, 2015

Michael Rogers, Administrator
Town of Morristown
Town Hall
200 South Street
Morristown, NJ 07960

Re: Town of Morristown, Morris County, New Jersey
Headquarters Plaza – Pioneer Park (formerly known as Washington Park)
Block 4901, p/o Lots 1.04, 1.06 and 1.08
Amended and Restated Public Access Easement – Green Acres Jurisdictional
Determination

Dear Mr. Rogers,

This letter is intended to clarify the jurisdiction that the Green Acres Program asserts over a portion of the property known as Headquarters Plaza, which is the subject of an Amended and Restated Easement between the Town of Morristown and Sixth ROC-Jersey Associates L.L.C. (the "Easement"), and to restate Green Acres' confirmations set forth in Paragraph 3 of the Easement to which this letter is attached as Exhibit E. The portion of Headquarters Plaza that is the subject of the Easement comprises part of Block 4901 Lots 1.04, 1.06, and 1.08 in the Town of Morristown, Morris County, New Jersey as more particularly described in the Easement (the "Easement Area").

By way of background, Morristown was the fee simple owner of Block 4901, Lots 1.04, 1.06, 1.07¹ and 1.08 at the time that it received Green Acres funding for park improvements to Pioneer Park (Green Acres Project Agreement #1424-13-255, dated June 22, 1983), which funding was subject to the rights of the Town and the lessees of such property existing at such time. The "as-built" drawing, entitled "Speedwell Development Project, Site and Landscape Plan," dated October 27, 1981, prepared by Irving Gershon (the "As Built Plan"), submitted to the Green Acres Program shows the area of Green Acres encumbrance. Generally, the encumbered parkland is inclusive of the area between the 1776 on the Green office building, 2 Headquarters Plaza office building, retail mall and restaurants, and concrete wall above Water Street. It also includes a small noncontiguous section of Block 4901, Lots 1.06 and 1.08 at the intersection of Speedwell Avenue and Spring Street. Upon receipt of payment from the Green Acres Program, the property known as Pioneer Park (formerly known as Washington Park) became subject to Green Acres Program restrictions. While Block 4901, Lot 14 is shown as part of the Green Acres

¹ According to correspondence dated December 9, 2014 from the First American Title Insurance Company, Block 4901, Lot 1.07 no longer exists as a separate tax lot.

encumbered plaza on the As Built Plan, it is under separate ownership and is not the subject of the Easement. Likewise, the portions of public rights of way shown on the As Built Plan as being subject to Green Acres restrictions are not the subject of the Easement.

In 1979, prior to execution of the above-referenced Green Acres Project Agreement, Second ROC-Jersey Associates, L.L.C. ("Second ROC") entered into a 50-year lease with the Town of Morristown covering a portion of Headquarters Plaza known as the "Upper Area," which is inclusive of the majority of today's Pioneer Plaza. The lease was executed in connection with the Morristown Urban Renewal Project, N.J. R-159. Pursuant to an Addendum to the Amendment to the Project Contract, dated January 21, 1982, Second ROC (as lessee of the Upper Area) granted a perpetual and exclusive easement to Morristown to utilize a portion of the Upper Area called the "Public Plaza Area" for public use as a public plaza, walkway and recreational area (the "Original Easement") as set forth in the Original Easement attached to the Easement as Exhibit C. The Original Easement (i) granted Second ROC the right to alter the boundary lines of the Public Plaza Area for purposes of constructing, altering or expanding the boundaries of the Upper Area Improvements without prior municipal consent, providing the boundary line changes did not exceed five percent (5%) of the square footage of the Public Plaza Area; and (ii) authorized Second ROC to reserve the right to build, operate and maintain HVAC and related support systems benefiting the Upper Area Improvements in the Public Plaza Area as more specifically set forth in the Easement. While the Original Easement granted a perpetual public access easement in connection with the public plaza area, the Original Easement was never recorded in the Office of the County Clerk of Morris County and lacked clarity as to its scope.

Consistent with the terms of the Lease of Upper Area, dated November 12, 1979, the Town of Morristown is entering into an Agreement of Sale with Sixth ROC-Jersey Associates, L.L.C. ("Sixth ROC"), an affiliate of Second ROC concerning the property comprising the Upper Area of Headquarters Plaza². With the anticipated sale of the Upper Area, Morristown has directed Sixth ROC to grant for recordation at the Morris County Clerk's office an exclusive easement in perpetuity to Morristown on behalf and for the benefit of the public over, upon and across the area coinciding with the public plaza area as more specifically defined in the Easement.

In anticipation of the sale of the Upper Area of Headquarters Plaza, Morristown has also requested authorization from the Green Acres Program for the placement of outdoor seating in connection with future adjacent food and beverage service.

Based on the above findings of fact, the Green Acres Program concludes the following:

1. The Green Acres Program is in agreement that the Easement Area set forth in the Easement comprises the portion of Pioneer Park located within the limits of the Upper Area. The Easement to be recorded at the Morris County Clerk's office, governing the Easement Area, constitutes Green Acres-encumbered parkland and the area described in the Easement is subject to the provisions of N.J.S.A. 13:8A-31(a), N.J.S.A. 13:8A-47, N.J.S.A. 13:8C-1 et seq., and N.J.A.C. 7:36 (as may be amended and supplemented.)
2. Given the pending sale of Headquarters Plaza, the recordation of the Easement on behalf of the public over the Easement Area avoids there being diversion or disposal of parkland (since perpetual restriction of the Easement Area was a condition of the receipt of

² The referenced Agreement of Sale is also with First ROC-Jersey Associates L.L.C. for the purchase of a portion of Headquarters Plaza known as the "Lower Area".

funding under the Pioneer Park project agreement) and/or an assertion of same by the Green Acres Program.

3. Because the Original Easement was executed prior to receipt of Green Acres funding for Pioneer Park, the provisions in the Original Easement pertaining to the Easement Area have precedence over the Green Acres Program rules as they pertain to future management and operation of the Easement Area. Accordingly, the Green Acres Program acknowledges the preexisting right, as initially set forth in the Original Easement, to (i) reduce the boundary lines of the Easement Area by up to five percent (5%) in the aggregate of the square footage of the Easement Area, and (ii) construct, operate and maintain ventilation, air-conditioning and/or heating units or apparatus or any related support systems within the Easement Area as reasonably necessary to benefit the improvements at Headquarters Plaza. The Easement Area comprises 58,540 square feet (1.342 acres), and the area currently restricted for use in connection with a daycare facility contains 1,810 square feet (0.041 acres) as more specifically set forth in the Easement. The existing restricted area constitutes a portion of the five percent (5%) threshold. Any reduction in the area comprising the Easement Area in excess of five percent (5%) of the total aggregate area constitutes a diversion, requiring Commissioner and State House Commission approval.
4. Morristown is seeking authorization for the use of up to ten percent (10%) of the Easement Area for outdoor seating in connection with food and or beverage service at Headquarters Plaza as more specifically set forth in the Easement. The intent of having outdoor seating associated with food and beverage service is to stimulate economic revitalization of Headquarters Plaza including increasing public use and enjoyment of Pioneer Park. An outdoor seating area, not to exceed ten percent (10%) of the Easement Area, shall be subject to a lease or license agreement between Morristown, Sixth ROC and tenant, which must be approved by the Green Acres Program in accordance with N.J.A.C. 7:36-25.13. This future outdoor seating area shall not factor into the five percent (5%) limit in terms of reducing the boundaries of the Easement Area.
5. Green Acres restates herein those confirmations set forth in Paragraph 3 of the Easement to which this letter is attached as Exhibit E.

Please do not hesitate to contact the Green Acres Program if you have any questions about this summary or the future administration of the Easement Area.

Sincerely,

Richard Boornazian, Assistant Commissioner
Natural and Historic Resources

Enc.

- c. Judeth Yeany, Chief, Bureau of Legal Services and Stewardship
- John Inglesino, Esq.
- Dean Donatelli, Esq.
- Phillip Abramson, Topology
- Amy Ward, Esq.